CampusAI / District

Effective from 2026-05-25

END USER TERMS AGREEMENT

This CampusAI End User Terms Agreement ("Agreement") is a binding contract between CampusAI Global LLC ("CampusAI"), and you ("Licensee" or "you"). You, the Licensee, are a Customer (as defined below), and you are either an individual or a corporate entity who has purchased a Subscription (as defined below) to use the CampusAI educational services, AI systems, District ecosystem, and related products, applications, tools, community features, virtual environments, and services (the "Services" as further defined below), or you are an Authorized User (as defined below) of such a corporate entity Customer.

This Agreement establishes the terms under which you, as a Licensee, may access and use the Services, and this Agreement applies and is binding upon you each time you access and use the Services.

LICENSEE ACKNOWLEDGES IT HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT PRIOR TO ACCEPTANCE OF THIS AGREEMENT. IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF A CORPORATE ENTITY, YOU REPRESENT THAT YOU ARE AUTHORIZED TO BIND YOUR CORPORATE ENTITY TO THIS AGREEMENT.

DEFINITIONS

"Account" means a registered user account used to access or interact with the Services, Platform, District, AI Systems, or related functionality.

"Affiliate Program" means any referral, affiliate, ambassador, creator, partnership, or commission-based program made available by CampusAI in connection with the Services.

"AI Systems" means artificial intelligence systems, machine learning models, generative AI systems, orchestration systems, recommendation systems, Digital Doubles, AI-powered workflows, and related technologies made available through the Services.

"AI Providers" means third-party providers of artificial intelligence systems, models, APIs, infrastructure, or related technologies used in connection with the Services.

"Authorized User" means employees and contractors of a Licensee that is an entity Customer under this Agreement, for whom such entity Customer is responsible and fully liable, and who (a) are using the Services pursuant to such entity Customer's Subscription and under such entity Customer's supervision, and (b) are subject to a written agreement with such entity Customer that

includes behavioral and confidentiality restrictions that are at least as protective of CampusAI as those set forth in this Agreement.

"Additional Terms" means any supplemental terms, policies, guidelines, product-specific terms, feature-specific terms, or other additional agreements that may apply to certain Services, AI systems, products, features, programs, virtual environments, or functionality made available by CampusAI, including but not limited to MultiBot, Data Avatar, Affiliate Programs, Loft, District Spaces, AI-powered features, virtual credits, or experimental functionality. Applicable Additional Terms may be presented through the Services, during onboarding, within specific functionality, or through CampusAI's legal pages and documentation.

"Confidential Information" means all non-public, safeguarded, proprietary information owned or possessed by a party to this Agreement, including, without limitation, projects, developments, plans, research data, financial data, personal data, computer programs, source code and object code, names and expertise of employees and consultants, know-how, and other technical, business, financial and product development information, business plans, marketing plans, customer and client lists, prospective customer and client lists, vendor and supplier lists, and all other information that would appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used. CampusAI's Confidential Information means any and all information related to CampusAI's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary. Without limiting the foregoing, the Services are Confidential Information of CampusAI. Confidential Information does not include any information that a party who is a receiving party of such information can demonstrate (1) was rightfully known to it without obligation of confidentiality prior to its disclosure hereunder by the disclosing party; (2) is or becomes publicly known through no wrongful act of the receiving party; (3) has been rightfully received without obligation of confidentiality from a third party authorized to make such a disclosure; or (4) is independently developed by the receiving party without reference to Confidential Information disclosed hereunder.

"Customer" means an individual who has purchased a Subscription to use the Services or a corporate entity that has purchased a Subscription to use the Services for itself and its Authorized Users. Under this Agreement, an entity Customer is responsible and liable for the activities of its Authorized Users who access the Services through Customer's Subscription.

"Digital Doubles" means experimental AI-generated contextual representations, profiles, workflow layers, or interactive AI systems associated with individuals, projects, communities, or initiatives within the Services.

"District" or **"Innovation District"** means the AI-native digital ecosystem, collaboration environment, virtual infrastructure, community layer, and interconnected set of tools, spaces, systems, applications, workflows, and functionality operated or made available by CampusAI as part of the Services.

"DistrictOS" means the downloadable desktop application, software environment, and related local client infrastructure provided by CampusAI for accessing certain District functionality, virtual environments, AI systems, workflows, applications, and Services.

"Documentation" means any user guides, onboarding materials, technical documentation, support materials, policies, instructions, or informational resources made available by CampusAI in connection with the Services.

"Effective Date" means the calendar date on which Licensee's Subscription goes into effect or becomes operable, as determined by CampusAI and delineated in Licensee's Statement of Work appended to Licensee's Services Agreement.

"Experimental Features" means beta, experimental, preview, developmental, test, limited-release, or evolving functionality, products, AI systems, virtual environments, workflows, or features made available by CampusAI.

"Improvements" means any and all edits, revisions, modifications, enhancements, enrichments, expansions, abridgements, recastings, recombinations, developments, or any other changes of any kind or nature which are made to or in the Services, and which are, created, performed, developed, or carried out by CampusAI or its authorized contractors, and which are owned by CampusAI.

"Intellectual Property" means any created or developed technology, patentable subject matter, invention, process, form of matter, device, machine, software, source or object code, copyrightable work, document, written work, drawing, graphical work, created work in an electronic medium, symbol, logo, slogan, design, trademark, service mark, trade name, trade dress, trade secret, know-how, proprietary and confidential information, or any other form of creativity which takes form in a tangible medium of expression and is protected and enforceable under any Intellectual Property Rights (defined below) recognized in any jurisdiction throughout the world.

"Intellectual Property Rights" means all rights of ownership or enforcement in any Intellectual Property now held or hereafter created or acquired by a party, regardless of whether arising under the laws of the United States, under the laws of any other jurisdiction throughout the world, or under any international treaty, including for (i) all classes or types of patents, including, without limitation, utility models, utility patents and design patents, patent applications and disclosures, and any extensions in any jurisdiction throughout the world; (ii) all copyrights, all ancillary and sub-rights of copyright, and all moral rights in both published and unpublished works, and all corresponding registrations and applications therefor in any jurisdiction throughout the world; (iii) all trademarks and service marks and trade names, and all corresponding registrations and applications therefor in any jurisdiction throughout the world; and (iv) all know-how, trade secrets, and confidential, technical and non-technical information created or acquired by a party.

"Inputs" means prompts, instructions, content, files, images, audio, video, data, workflows, or other materials submitted to AI Systems through the Services.

"Outputs" means content, responses, summaries, representations, recommendations, media, or other materials generated by AI Systems in response to Inputs.

"License" means the general license granted to Licensee in this Agreement to access and use the Services. For clarity, the License delineated herein is a general access license that applies to Customers and to Authorized Users of Customers, and the License is operative as long as Licensee's Subscription is active and fully paid-up.

"Licensee" means an individual Customer or an entity Customer and its Authorized Users.

"Licensee Data" means any content, information, or data owned by Licensee and used by Licensee in the Services.

"Open Source Software" means software delivered to Licensee hereunder that is subject to the provisions of any open source license agreement.

"Platform" means the CampusAI websites, portals, dashboards, interfaces, applications, account

systems, educational environments, subscription systems, and related online infrastructure through which the Services are made available.

"Services" means the CampusAI services platform, including courses, modules, tools, AI Systems, District ecosystem, DistrictOS application, District virtual environments, community functionality, workflows, documentation, supplemental materials, and related products, services, applications, content, and features created, developed, owned, operated, or provided by CampusAI to Customers. For clarity, the definition of Services extends to and includes all Improvements, Experimental Features, and Additional Terms-related functionality.

"Subscription" means a Customer's subscription to access and use the Services, which Customer has purchased from CampusAI or from one of CampusAI's reseller partners.

"Technical Requirements" means the minimum technical, hardware, software, connectivity, system, compatibility, or operational requirements necessary to access or use certain Services, applications, AI Systems, District functionality, or related features.

"Third-Party Software" means certain software CampusAI licenses from third parties (if any) and provides to Licensee with the Services, which may include Open Source Software.

Certain Services, features, products, programs, AI systems, virtual environments, or functionality may be subject to Additional Terms. In the event of a conflict between these Terms and any applicable Additional Terms, the applicable Additional Terms shall control solely with respect to the specific Service or functionality to which they apply.

LICENSE GRANT AND RESTRICTIONS

Eligibility and Minimum Age

The Services are intended only for users who are at least thirteen (13) years old or such higher minimum age as may be required under applicable law in the jurisdiction in which the user resides.

Certain Services, AI Systems, Digital Doubles, community functionality, avatar-related features, or Experimental Features may require users to be at least eighteen (18) years old, as specified within the applicable Services or Additional Terms.

By accessing or using the Services, Licensee represents and warrants that Licensee satisfies the applicable minimum age requirements.

Certain Services, AI Systems, Digital Doubles, Data Avatar functionality, community environments, or other features may be subject to higher minimum age requirements, additional eligibility requirements, parental consent requirements, or jurisdiction-specific restrictions as specified in applicable Additional Terms.

License Grant

Subject to Licensee's having an active and currently paid-up Subscription and also to Licensee's compliance with all the subsections of this Section 2 and the other terms and conditions of this Agreement, CampusAI grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable, limited term license to use the Services in object code form only, solely for Licensee's personal, educational, internal business, collaboration, community, or other authorized use of the Services,

for the term of Licensee's Subscription, unless this Agreement is terminated sooner in accordance with the termination provisions below (”License”).

Improvements

Licensee acknowledges and agrees that CampusAI shall have the right to prepare and release Improvements to the Services at any time and in its sole discretion. In addition, Licensee acknowledges and agrees (i) that CampusAI shall have the right, as part of any Improvement, to change or remove certain Services or functionality, including AI Systems, AI Providers, Experimental Features, workflows, Digital Doubles, virtual environments, community functionality, orchestration systems, or related functionality provided that such changes do not affect the core functionality of the Services which are the subject of Licensee's Subscription.

Experimental Features

Certain Services may include reputation systems, rankings, contribution metrics, participation indicators, workflow indicators, virtual status systems, points, badges, community signals, gamified functionality, or other experimental or community-based systems. Such functionality may be modified, suspended, reset, limited, recalculated, or discontinued by CampusAI at any time.

Experimental Features may be incomplete, modified, suspended, removed, unavailable, inaccurate, unstable, or subject to errors, interruptions, or unexpected behavior at any time and are provided on an ”as is” and ”as available” basis without warranties of any kind.

Certain Services may include reputation systems, rankings, points, contribution metrics, participation indicators, virtual status systems, or other gamified or community-based functionality, which may be modified, suspended, reset, or removed by CampusAI at any time.

Degradation of Service

CampusAI may suspend, limit, reduce, or otherwise negatively impact Licensee's access to or use of all or a portion of the Services (hereinafter cumulatively referred to as ”Degradation”), without liability, and without remedy for Licensee for any period of Degradation, if CampusAI, in its sole discretion, reasonably believes that:

- Licensee or an Authorized User of Licensee is using the Services in violation of this Agreement, including payment terms, or any applicable law, court order, rule, or regulation in any jurisdiction; and/or
- Licensee fails to cooperate with CampusAI's investigation of any suspected violation of this Agreement or any applicable law, court order, rule, or regulation in any jurisdiction; and/or
- the Services has been accessed or manipulated by a third-party using Licensee's Subscription credentials in violation of this Agreement; and/or
- Degradation of the Services is appropriate to protect the CampusAI Services or other users; and/or
- Licensee's access to or use of the Services may subject CampusAI, its affiliates, or any third-party to any liability.

License Restrictions

Except to the extent permitted under this Agreement, Licensee will not and will not allow its Authorized Users or any third party to do any of the following:

- alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Services in whole or in part;
- remove any notices of copyright, any watermarking, or any other proprietary notices or language referring to CampusAI's ownership of the Services;
- copy, reproduce, publish, distribute, or redistribute any of the Services, in whole or in part, to any person who is not an Authorized User;
- attempt to sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Services, in whole or in part, or any rights granted under the License in this Agreement, or any Intellectual Property rights owned by CampusAI to any other person or entity;
- make unauthorized use of your username and/or your password;
- attempt to lend, lease, license, sublicense, transfer, assign, sell, or resell your username(s) and password(s) to any other person or entity;
- decompile, disassemble, translate or reverse engineer any portion of the Services, or otherwise discover or duplicate any technology, routines, computer software, algorithms, methods or underlying ideas or design or user interface techniques included in any portion of the Services;
- monitor, gather, copy, or distribute any content from the Services by using any robot, rover, ”bot,” spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind;
- insert any code or product to manipulate the Services in any way that affects, adversely or otherwise, any other Licensee's or Authorized User's experience with the Services;
- make or attempt to make any commercial use or exploitation of the Services;
- circumvent, disable or otherwise interfere with the security features of the Services, or any features that prevent or restrict use or copying of any content or of any other Licensee's Data from the Services;
- collect or harvest any personally identifiable information (”PII”), including usernames and passwords of other Licensees and Authorized Users;
- create multiple Services accounts by manual or automated means or under false or fraudulent pretenses;
- create or transmit unwanted electronic communications or ”spam” to other Licensees or Authorized Users of the Services;
- transmit any viruses, worms, defects, or other malicious code sequences or routines of a destructive nature on or in the Services;
- use the Services to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material;
- use any metatags or any other ”hidden text” utilizing any CampusAI trademarks;
- use any device, software or routine that interferes with the proper working of the Services;
- claim the Services as your property, your creation, or your work of authorship, in whole or in part;
- contest or dispute CampusAI's ownership of all Intellectual Property inherent in the Services and all Intellectual Property Rights applicable to or evoked by the Services;
- use the Services after the termination date of your Subscription;
- fail at any time to provide true, accurate, complete, and current account registration data and information;
- engage in any activities through or in connection with the Services that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, salacious, injurious, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to CampusAI;

- use the Services to ”stalk” or otherwise harass or harm another Licensee or Authorized User;
- impersonate any person or entity, including, but not limited to, a CampusAI representative, or falsely state or otherwise misrepresent Licensee's affiliation with a person or entity or collect or store PII about other users in connection with the prohibited conduct and activities;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
- use the Services, Outputs, AI Systems, Digital Doubles, workflows, or related functionality to develop, train, benchmark, fine-tune, replicate, or improve competing artificial intelligence systems, machine learning models, datasets, or related technologies;
- use automated systems, agents, orchestration tools, scripts, bots, or other mechanisms to access, extract, interact with, or overload the Services in a manner inconsistent with normal authorized use of the Services;
- misrepresent, impersonate, exploit, reproduce, manipulate, or misuse any Digital Double, AI-generated representation, workflow layer, or contextual profile made available through the Services;
- provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization under federal law;
- use the Services, in whole or in part, in any manner not authorized by this Agreement.

LICENSEE HEREBY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ANY VIOLATION OR SUSPECTED VIOLATION OF THE FOREGOING LICENSE RESTRICTIONS BY LICENSEE OR ONE OF ITS AUTHORIZED USERS MAY CONSTITUTE GROUNDS ON WHICH CAMPUSAI MAY, IN ITS SOLE DISCRETION, SUSPEND, DEGRADE, OR TERMINATE LICENSEE'S LICENSE TO ACCESS THE SERVICES, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO CAMPUSAI AT LAW OR EQUITY.

Licensee's Representations and Warranties in regard to Licensee Data

Licensee understands, acknowledges, and agrees that the License granted herein is subject in all circumstances to Licensee's continued and ongoing compliance with all the provisions of this Agreement, and so, accordingly, Licensee represents and warrants the following:

- that Licensee shall be responsible and liable for all Licensee Data that Licensee uploads, provides to, and uses on the Services;
- that Licensee shall not use Licensee Data for any illegal, fraudulent, tortious, malicious, or improper purpose;
- that the Licensee Data shall not be unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- that Licensee shall not upload, post, provide to, or use on the Services any Licensee Data that Licensee does not have a right to make available under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- that the Licensee Data shall not infringe any Intellectual Property Rights or other proprietary rights of any other party;
- that the Licensee Data shall not contain, activate, or enable any unsolicited or unauthorized advertising, promotional materials, ”junk mail,” ”spam,” ”chain letters,” ”pyramid schemes,” or any other form of solicitation; or

- that the Licensee Data shall not contain, activate, or enable software viruses or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications.

Licensee Data and PII

Licensee acknowledges and agrees that certain Licensee Data, Inputs, Outputs, interactions, workflows, prompts, files, media, contextual information, or other materials submitted through AI Systems or Experimental Features may be processed by AI Providers or third-party systems in accordance with the applicable Privacy Policy and Additional Terms.

Licensee acknowledges and agrees that if Licensee discloses PII as part of Licensee Data, Licensee shall use such PII in accordance with CampusAI's current Privacy Policy, which can be accessed here: https://legal.campus.ai/global/en/privacy/. Licensee acknowledges and agrees that Licensee will comply with all applicable laws relating to Licensee PII (including California's CPRA and the EU's GDPR, if applicable) and with instructions from CampusAI in regard to removal of any disclosed PII, if CampusAI believes in its sole discretion that Licensee's use of PII as part of Licensee Data violates any applicable laws, including but not limited to applicable privacy laws.

Responsibility for Use

The Services may be used only by Licensee and its Authorized Users and in conformance with this Agreement. Licensee shall be responsible for the proper use of the Services and Documentation and is responsible for:

- managing, supervising, and controlling its Authorized Users' use of the Services and the Licensee Data on the Services;
- using the Services in accordance with the Documentation and within the operating environment specified in the Documentation;
- establishing and maintaining such recovery and data protection and security procedures as are necessary for Licensee's use of the Services and/or as may be specified by CampusAI from time to time.

In addition, Licensee shall:

- have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Licensee Data;
- use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services by its Authorized Users, and shall notify CampusAI promptly of any unauthorized access or use of the Services; and
- comply with all applicable laws in accessing and using the Services and undertaking activities in furtherance of this Agreement.

Certain Services, including DistrictOS and AI-powered functionality, may require compatible hardware, software, internet connectivity, operating systems, updates, or technical configurations. CampusAI may modify Technical Requirements from time to time.

Fees

Licensee's access to the Services under the License is conditioned upon Licensee's timely payment of all applicable fees, subscriptions, recurring charges, usage-based charges, virtual credits, token-

based usage fees, one-time purchases, lifetime access fees, or other amounts required for access to or use of the Services.

Certain Services, features, AI Systems, subscriptions, District functionality, virtual environments, or Experimental Features may be offered under different pricing models, access tiers, billing structures, usage limitations, subscription periods, or purchase terms, as determined by CampusAI from time to time.

Audit Rights

Licensee acknowledges and agrees that CampusAI may, at its expense, audit Licensee's use of the Services to ensure compliance with this Agreement. Any such audit shall either be conducted, after reasonable advance notice to Licensee, by means of remote access from a CampusAI location or on-site during regular business hours at Licensee's facilities, and shall not unreasonably interfere with Licensee's business activities. In addition, any such audit shall be conducted no more than once in any calendar year, unless an audit indicates Licensee's non-compliance with this Agreement, in which circumstances Licensee acknowledges and agrees that CampusAI shall reserve the right to conduct multiple audits within the same calendar year, as necessary to ensure compliance with this Agreement.

Open Source Software

The Services may include Open Source Software licensed to CampusAI pursuant to Open Source Software license agreement(s) identified with or within the applicable source code file(s) and/or file header(s) provided with the Services or otherwise disclosed in the associated Documentation. Licensee shall not subject any proprietary portion of the Services to any open source code license obligations including, without limitation, combining or distributing the Services with Open Source Software in a manner that subjects CampusAI, the Services, or any portion thereof to any Open Source Software license obligation. Nothing in this Agreement limits any rights under, or grants any rights superseding, the terms of any Open Source Software license applicable to the Services.

Third-Party Software

Use of certain third-party software including AI Providers, generative AI systems, APIs, orchestration systems, hosting providers, infrastructure providers, and related technologies provided through, within, or in connection with the Services may require Licensee to (a) secure a license directly from the software owner, (b) combine the software with components purchased from such third-party, or (c) adhere to further license limitations by the software owner. A listing of any such third-party limitations is in one or more text files in the Documentation accompanying the Services. Licensee understands and acknowledges that CampusAI is not providing Licensee with a license to such third-party software, and, further, that it is Licensee's responsibility to obtain necessary licenses from such third-party(ies) directly.

No other Licenses, Express, Implied, or Statutorily Recognized

The License delineated in this Agreement is granted to Licensee solely as a limited right dependent upon Licensee's having secured and maintained a valid and current Subscription to the Services. Any other rights not expressly granted herein including, but not limited to, rights to use CampusAI's Intellectual Property, are expressly excluded from the scope of the limited License granted herein and expressly reserved to CampusAI.

CampusAI's Trademarks

The License delineated in this Agreement does not extend to or provide Licensee with any license, express or implied, to use any trademarks owned by CampusAI. Accordingly, Licensee may not use CampusAI's name or logo in any publications, advertisements, or other announcements without CampusAI's written consent obtained in advance.

United States Government Users

The Services licensed under the License contained in this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If Licensee is a civilian federal agency of the United States, such agency licenses this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations and its successors. If Licensee is any agency within the U.S. Department of Defense, the U.S. Government licenses this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

SUPPORT

Licensee shall be entitled to any support specified in Licensee's Subscription. If applicable, support is provided only for the current version of the Services (i.e. including current Improvements). Licensee acknowledges and agrees that certain Services, AI Systems, Experimental Features, District functionality, virtual environments, workflows, or third-party integrations may be offered without support, with limited support, or on an experimental or evolving basis.

TERM AND TERMINATION

Term

This Agreement shall become operative as soon as Licensee accesses the Services pursuant to a current and valid Subscription and shall remain in effect until the termination of Licensee's Subscription, unless this Agreement is terminated earlier in accordance with the termination provisions delineated below (the "Term").

Termination for Cause

CampusAI may terminate this Agreement immediately upon written notice if Licensee breaches any provision of this Agreement and fails to cure such breach within fourteen (14) days ("Cure Period") after Licensee's receipt of written notice detailing the breach. Licensee acknowledges and agrees that CampusAI shall have the right, in its sole discretion, to suspend Licensee's License during the Cure Period until Licensee cures the breach.

Effects of Termination

Upon expiration or termination of this Agreement for any reason, (i) any amounts owed to CampusAI under this Agreement will be immediately due and payable; (ii) all licensed rights granted in this Agreement will immediately cease; and (iii) Licensee will promptly discontinue all use of the

Services and destroy all copies of CampusAI Confidential Information in Licensee's possession or control. CampusAI may remove, disable, restrict access to, or delete Licensee's access to certain Services, Accounts, AI Systems, District Spaces, community functionality, Digital Doubles, Outputs, or related materials following termination or expiration of this Agreement.

Termination of this Agreement does not affect rights or obligations that accrued prior to termination, including payment obligations, accrued commissions, reimbursement obligations, confidentiality obligations, or other obligations intended to survive termination under the Terms or applicable Additional Terms.

Survival

The Sections of this Agreement which, by their nature and meaning, should remain in effect after any termination, shall remain in effect after any termination.

CONFIDENTIALITY

Licensee, as a receiving party of Confidential Information owned or possessed by CampusAI, agrees (i) to hold in confidence and protect CampusAI's Confidential Information from dissemination to, and use by, any third party by using the same degree of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own Confidential Information of a like nature against unauthorized dissemination and use, (ii) not to disclose such Confidential Information to any third parties, except as described herein and (iii) not to use any Confidential Information except for the purposes of this Agreement. With the advance written permission of CampusAI, Licensee may disclose CampusAI's Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this Agreement, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect CampusAI's Confidential Information hereunder. The parties agree that a breach of this section may cause CampusAI irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, CampusAI shall be entitled to seek injunctive relief for any threatened or actual unauthorized disclosure.

SERVICES ANALYTICS

Licensee acknowledges and agrees that CampusAI may collect, accumulate, and aggregate certain usage statistics and data (”Analytics”) in order to analyze usage of the Services and make improvements; to develop new aspects of the Services or new Services; to prevent and detect any unlicensed or unlawful use of the Services; to analyze, evaluate, and enhance customer experiences with the Services; and to make pricing determinations. CampusAI may use Analytics for operational, security, research, development, improvement, commercial, statistical, product, AI Systems-related, and other lawful business purposes consistent with applicable law, the Privacy Policy, and any applicable Additional Terms.

OWNERSHIP

Licensee is a licensee under this Agreement, and, accordingly, Licensee acquires no ownership rights of any kind in regard to the Services, the Improvements, and any other goods or services provided

by CampusAI. All Intellectual Property inherent in the Services and Improvements, and all Intellectual Property Rights invoked by or applicable to the Services and Improvements are owned by CampusAI or by its licensors. As between CampusAI and Licensee, all right, title and interest in the Services and Improvements, and all suggestions, ideas and feedback proposed by Licensee regarding the Services including all Intellectual Property Rights applicable to each of the foregoing, belong to and are retained solely by CampusAI or CampusAI's licensors and providers, as applicable. Licensee hereby does and will irrevocably assign, transfer, and convey to CampusAI all evaluations, ideas, feedback and suggestions made by Licensee to CampusAI regarding the Services (collectively, "Feedback"), all Intellectual Property inherent in Feedback, and all Intellectual Property Rights invoked by or applicable to Feedback. Except as expressly provided herein, no other licenses of any kind are granted hereunder, whether by implication, estoppel, or otherwise, and all rights not explicitly licensed herein are reserved to CampusAI.

Except as expressly stated otherwise in applicable Additional Terms or within specific Services, Licensee retains ownership of Licensee Data and Inputs submitted by Licensee to the Services. Subject to Licensee's compliance with this Agreement and applicable Additional Terms, Licensee may use Outputs generated through the Services in accordance with the functionality and intended use of the applicable Services.

LIMITED WARRANTY AND DISCLAIMERS

Limited Warranty

CampusAI warrants (i) that it will provide the Services in a manner consistent with general industry standards reasonably applicable to providing the Services; (ii) that the Services will perform in accordance with any documentation provided with the Services under normal use and reasonable circumstances; and (iii) that CampusAI owns or otherwise has sufficient rights in the Services to grant to Licensee and its Authorized Users the License to use the Services granted herein. Licensee's exclusive remedy for a breach of this Section 8.1 is that CampusAI shall, at its option, use commercially reasonable efforts to correct or replace the Services, or refund all or the affected portion of the fees paid by Licensee for its License. CampusAI, in its sole discretion, may revise this limited warranty from time to time.

Third-Party Software

Except as expressly set forth in this Agreement, Third-Party Software (including any Open Source Software) is provided on an "as-is" basis at the sole risk of Licensee. Notwithstanding any language to the contrary in this Agreement, CampusAI makes no express or implied warranties of any kind with respect to Third-Party Software provided to Licensee and shall not be liable for any damages regarding the use or operation of the Third-Party Software furnished under this Agreement. Any and all express or implied warranties, if any, arising from the license of Third-Party Software shall be those warranties running from the third-party manufacturer or licensor to Licensee.

Warranty Disclaimer

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ITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CAMPUSAI AND ITS LICENSORS DO NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE FREE FROM DEFECTS, THAT LICENSEE'S USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL FULFILL ALL OF LICENSEE'S EXPECTATIONS AND NEEDS. WITHOUT LIMITING THE FOREGOING, CAMPUSAI DOES NOT WARRANT THAT ANY AI SYSTEMS, OUTPUTS, DIGITAL DOUBLES, RECOMMENDATIONS, SUMMARIES, WORKFLOWS, OR AI-GENERATED FUNCTIONALITY WILL BE ACCURATE, COMPLETE, RELIABLE, UNIQUE, UNINTERRUPTED, ERROR-FREE, SUITABLE FOR ANY PARTICULAR PURPOSE, OR FREE FROM HALLUCINATIONS, INACCURACIES, BIAS, OR UNEXPECTED BEHAVIOR.

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LIMITATIONS OF LIABILITY AND INDEMNIFICATION

EXCLUSION OF CERTAIN DAMAGES

EXCEPT FOR BREACHES OF SECTION 5 (CONFIDENTIALITY) OR SECTION 7 (OWNERSHIP), IN NO EVENT WILL CAMPUSAI BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR RELIANCE DAMAGES, INCLUDING ANY LOST DATA, LOSS OF USE AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICES OR DOCUMENTATION, EVEN IF CAMPUSAI KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

LIMITATION OF DAMAGES

CAMPUSAI'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES AND DOCUMENTATION PROVIDED BY CAMPUSAI WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY LICENSEE FOR LICENSEE'S SUBSCRIPTION IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. LICENSEE AGREES THAT CAMPUSAI'S SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THIS AGREEMENT.

Licensee's Indemnification Obligation

Licensee shall indemnify and hold harmless CampusAI, its officers, directors, employees, agents, representatives, and licensors from, and, at Licensee's expense, shall defend CampusAI against, any loss, damage or expense (including reasonable and directly related legal costs) that CampusAI incurs or becomes liable for as a result of any breach by Licensee, by any of its Authorized Users, or by its agents, representatives, or others for whom Licensee is responsible, of any of the terms of this Agreement; any negligent, reckless or willful act or omission by Licensee or by any of its Authorized Users; any failure by Licensee or by any of its Authorized Users to comply with applicable laws in performing under this Agreement; any misuse of the Services including misuse of

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NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT, CAMPUSAI SHALL NOT BE LIABLE FOR ANY DAMAGES REGARDING THE USE OR OPERATION OF ANY THIRD-PARTY SOFTWARE AND AI PROVIDERS INCLUDING AI APIs, GENERATIVE AI SYSTEMS, FURNISHED UNDER THIS AGREEMENT, INCLUDING ANY OPEN SOURCE SOFTWARE.

LIMITATION OF ACTIONS

IN NO EVENT MAY LICENSEE BRING ANY CAUSE OF ACTION RELATED TO THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE LIABILITY.

GENERAL

No Agency

CampusAI and Licensee each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (1) give either party the power to direct or control the day-to-day activities of the other; (2) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (3) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

Compliance with Laws

Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Licensee warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Licensee's Use of the Software and Documentation including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of Software and Documentation.

Licensee acknowledges that AI Systems, AI-powered functionality, Digital Doubles, AI-generated Outputs, and related Services may be subject to evolving laws, regulations, regulatory guidance, or

AI-specific compliance frameworks in certain jurisdictions. Licensee is solely responsible for ensuring that its use of the Services complies with applicable law in its jurisdiction

Force Majeure

Licensee acknowledges and agrees that CampusAI shall not be liable hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, riots, fires, flood, storm, explosions, epidemics, pandemics, acts of God, acts of terrorism, war, governmental action, earthquakes, or any other cause which is beyond the reasonable control of CampusAI.

Governing Law; Venue and Jurisdiction; Dispute Resolution

This Agreement shall be interpreted according to the laws of the State of Delaware without regard to or application of choice-of-law rules or principles. The parties expressly agree to the jurisdiction of the federal and state courts sitting in Delaware, with venue in New Castle County, Delaware.

Consumer Rights

Nothing in these Terms limits any non-waivable consumer rights that may apply under the laws of the jurisdiction in which Licensee resides.

No Injunctive Relief for Licensee

Licensee acknowledges and agrees that monetary damages will be an adequate remedy for the breach of this Agreement by CampusAI. Accordingly, in the event of a breach by CampusAI, Licensee shall not have the right to seek injunctive relief or similar equitable remedies to enforce any rights of Licensee under this Agreement. Accordingly, Licensee hereby waives all such rights.

Additional Terms

Additional Terms, policies, guidelines, and feature-specific terms incorporated by reference into these Terms form part of this Agreement.

Entire Agreement and Waiver

This Agreement constitutes the entire agreement between CampusAI and Licensee with respect to the Services and supersedes all prior agreements, understandings, and representations relating thereto.

CampusAI may modify these Terms from time to time in accordance with the notice procedures described herein or otherwise made available through the Services.

If CampusAI makes material changes to these Terms, CampusAI may provide notice through the Services, by email, or through other reasonable means. Continued use of the Services after the effective date of updated Terms constitutes acceptance of the updated Terms.

No failure of CampusAI to exercise or enforce any rights under this Agreement shall constitute a waiver of such rights.

Severability

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

Assignment

Licensee may not assign this Agreement, in whole or in part, without the advance written permission of CampusAI, and any attempt to do so shall be a material default of this Agreement and shall be void. CampusAI may assign its rights and benefits and delegate its duties and obligations under this Agreement freely and at any time.

ADDITIONAL TERMS AND POLICIES

Certain Services, products, features, programs, AI Systems, virtual environments, workflows, or functionality made available by CampusAI may be subject to Additional Terms, supplemental policies, feature-specific rules, or additional legal documentation.

Applicable Additional Terms and policies may be made available through the Services, onboarding flows, specific functionality, District Spaces, or through CampusAI's legal pages available at legal.campus.ai.

Such Additional Terms may include, without limitation:

- Privacy Policy
- MultiBot Terms
- Affiliate Program Terms
- Loft Terms
- Data Avatar
- DPA

Additional product-specific or feature-specific terms made available by CampusAI from time to time.

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