

END USER LICENSE AGREEMENT

Dannemora Incorporated

Effective Date: April 22, 2026 | Governing Law: State of Delaware, USA

PLEASE READ THIS AGREEMENT CAREFULLY. BY CREATING AN ACCOUNT, COMPLETING CHECKOUT, OR ACCESSING ANY PORTION OF THE DANNEMORA SERVICE, YOU ("CUSTOMER") ACCEPT ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE LICENSE RESTRICTIONS IN SECTION 4, DISCLAIMER OF WARRANTIES IN SECTION 7, LIMITATION OF LIABILITY IN SECTION 8, AND SUBSCRIPTION TERMS IN SECTION 3. THIS AGREEMENT IS ENFORCEABLE AS A WRITTEN CONTRACT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICE.

The Service is LICENSED, NOT SOLD, solely in accordance with the terms of this Agreement. A separate written agreement with Dannemora Incorporated (e.g., an enterprise agreement) may supplement or supersede portions of this Agreement where expressly stated.

1. Definitions

1.1 "Dannemora" means Dannemora Incorporated, a Delaware corporation.

1.2 "Service" means the dannemora autonomous AI development platform, including all software, APIs, agents, infrastructure, documentation, and related online services made available by Dannemora under a Subscription.

1.3 "Subscription" means a time-limited, fee-based right to access and use the Service, as specified in an Order Form or at checkout.

1.4 "Subscription Term" means the period during which Customer's Subscription is active, beginning on the date of purchase or as otherwise stated in an Order Form.

1.5 "Customer" means the individual or legal entity that has purchased a Subscription and on whose behalf the Service is accessed.

1.6 "Authorized User" means an individual employee, contractor, or agent of Customer who is permitted by Customer to access the Service under Customer's Subscription.

1.7 "Output" means any code, tests, documentation, pull requests, deployments, or other materials generated by the Service on Customer's behalf.

1.8 "Customer Data" means repositories, tickets, configurations, credentials, and other data Customer submits to the Service.

1.9 "Documentation" means all technical guides, API references, and support materials made available by Dannemora.

1.10 "Order Form" means a written or electronic ordering document specifying the Subscription tier, seat count, fees, and Subscription Term.

2. License Grant

2.1

Subject to Customer's continuous compliance with this Agreement and timely payment of all applicable Subscription fees, Dannemora grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right

to access and use the Service solely for Customer's internal business purposes during the Subscription Term.

2.2 Authorized Users

Customer may permit Authorized Users to access the Service up to the seat limit specified in the applicable Order Form. Customer is responsible for all acts and omissions of its Authorized Users and for ensuring each Authorized User complies with this Agreement. Customer shall not permit any individual or entity outside its organization to access the Service using Customer's credentials.

2.3 Output

Dannemora makes no claim of ownership over Output. To the extent permitted by applicable law and the terms of any Third-Party AI Providers (as defined in Section 16), Customer may use Output for its internal business purposes. Customer acknowledges that: (a) the legal status of AI-generated Output under intellectual property law is unsettled and may vary by jurisdiction; (b) Output is generated in part by third-party AI models whose providers impose their own terms on downstream use; (c) similar or identical Output may be generated for other customers; and (d) Dannemora makes no representation that Output is original, non-infringing, or eligible for copyright protection. Customer is solely responsible for independently reviewing, testing, securing, and validating all Output before relying upon or deploying it in any environment.

2.4 Documentation

Customer may reproduce Documentation for internal use in connection with the Service, but only to the extent reasonably necessary.

3. Subscription Terms

3.1 Subscription Tiers

Dannemora may offer multiple Subscription tiers with different feature sets, usage limits, and pricing. The specific tier purchased by Customer is set forth in the Order Form or at the time of checkout. Dannemora reserves the right to modify tier features upon reasonable notice, provided that material reductions in core functionality shall not take effect until the end of the then-current Subscription Term.

3.2 Recurring Payments

Subscriptions are billed on a recurring basis (monthly or annual, as selected). Customer authorizes Dannemora or its payment processor to charge the applicable fees to Customer's payment method at the start of each billing cycle. All fees are non-refundable except as expressly stated in Section 3.5.

3.3 Auto-Renewal

Unless Customer cancels at least five (5) business days prior to the end of the current Subscription Term, the Subscription will automatically renew for successive terms of equal length at the then-current list price. Dannemora will provide at least thirty (30) days' prior notice of any price increase before renewal.

3.4 Internet Connectivity

The Service requires an active Internet connection. The Service will periodically connect to Dannemora servers to validate Customer's Subscription status, deliver updates, and perform telemetry as described in the Privacy Policy. If Dannemora cannot validate the Subscription, access to the Service may be suspended without additional notice.

3.5 Cancellation and Refunds

Customer may cancel the Subscription at any time through the account dashboard. Cancellation takes effect at the end of the then-current billing period; no partial-period refunds are issued unless required by applicable law. Dannemora may, at its discretion, offer a pro-rated refund for annual Subscriptions cancelled within thirty (30) days

of initial purchase.

4. Restrictions

Customer shall not, and shall not permit any Authorized User or third party to:

- 4.1** Sublicense, resell, transfer, assign, or otherwise make the Service available to any third party except as expressly permitted herein;
- 4.2** Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying models of the Service;
- 4.3** Use the Service to build a competing product or service, or benchmark the Service for public disclosure without Dannemora's prior written consent;
- 4.4** Remove or obscure any proprietary notices, labels, or branding in or on the Service;
- 4.5** Use the Service in violation of applicable law, including export control regulations, data protection laws, or intellectual property rights of third parties;
- 4.6** Submit Customer Data that contains malicious code, or use the Service to generate malware, exploits, or other harmful software;
- 4.7** Circumvent any usage limits, access controls, or authentication mechanisms of the Service;
- 4.8** Use the Service on a service bureau or time-sharing basis to process data for the benefit of third parties unless separately agreed in writing.

5. Intellectual Property Ownership

5.1 Dannemora Proprietary Components

Dannemora owns and retains all right, title, and interest in and to the proprietary components of the Service, including: its agent orchestration logic, workflow engine, ticket-to-deployment pipeline, integration interfaces, prompt engineering systems, evaluation frameworks, and the dannemora platform interfaces and Documentation. These components constitute valuable trade secrets and proprietary technology of Dannemora Incorporated. Except for the limited access right granted in Section 2, no intellectual property rights in these proprietary components are transferred to Customer.

5.2 Third-Party and Open Source Components

The Service incorporates third-party open source software components, which are governed by their respective open source licenses (including, without limitation, Apache 2.0, MIT, and BSD licenses, as applicable). Dannemora does not claim ownership of such open source components. Nothing in this Agreement limits any rights Customer may have under applicable open source licenses. A list of material open source components used in the Service is available at dannemora.com/open-source. Dannemora represents that, to its knowledge, its use of open source components in providing the Service complies with the applicable license obligations of those components.

5.3 Third-Party AI Models

The Service relies on large language models and AI infrastructure provided by third-party AI companies (each a "Third-Party AI Provider"). Dannemora does not own these models and claims no intellectual property rights in them. Customer's use of the Service is subject to the applicable terms of each Third-Party AI Provider, as further described in Section 16. All rights not expressly granted by Dannemora are reserved.

6. Customer Data and Privacy

6.1 License to Customer Data

Customer grants Dannemora a limited, non-exclusive license to access, process, and store Customer Data solely as necessary to provide the Service during the Subscription Term. Dannemora shall not use Customer Data to train its AI models without Customer's explicit written consent.

6.2 Privacy Policy

Dannemora's collection and use of personal data in connection with the Service is governed by Dannemora's Privacy Policy, available at dannemora.com/privacy, which is incorporated herein by reference.

6.3 Security

Dannemora will implement commercially reasonable technical and organizational measures to protect Customer Data. Customer is responsible for maintaining the confidentiality of its account credentials and for all activity occurring under its account.

7. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DANNEMORA AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DANNEMORA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE, OR FIT FOR CUSTOMER'S INTENDED USE. CUSTOMER IS SOLELY RESPONSIBLE FOR VALIDATING ALL OUTPUT BEFORE RELYING UPON OR DEPLOYING IT.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL DANNEMORA OR ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) DANNEMORA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTHING IN THIS SECTION LIMITS DANNEMORA'S LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR LIMITS EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE WHERE PROHIBITED BY LAW.

9. Term and Termination

9.1 Term

This Agreement is effective as of the date Customer first accesses the Service and continues until the Subscription is terminated or expires.

9.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice. Dannemora may additionally suspend or terminate Customer's access immediately if Customer violates Section 4 or if continued access poses

a security risk.

9.3 Effect of Termination

Upon expiration or termination: (a) all licenses granted herein immediately terminate; (b) Customer shall cease all use of the Service; (c) each party shall, upon request, return or destroy the other party's confidential information; and (d) Dannemora will make Customer Data available for export for a period of thirty (30) days following termination, after which it may be deleted. Sections 1, 4, 5, 7, 8, 10, 11, 13, and 16 shall survive termination.

10. Confidentiality

Each party agrees to maintain the confidentiality of the other party's non-public information disclosed in connection with this Agreement using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. Neither party will disclose the other's confidential information to third parties without prior written consent, except to employees or contractors who need to know such information and are bound by confidentiality obligations no less protective than those in this Section. Obligations of confidentiality do not apply to information that is publicly available through no fault of the receiving party, independently developed, or required to be disclosed by law or court order.

11. Indemnification

Customer agrees to indemnify, defend, and hold harmless Dannemora and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's use of the Service in violation of this Agreement; (b) Customer Data, including any allegation that Customer Data infringes any third-party intellectual property or privacy rights; or (c) Customer's Output if deployed without adequate review or testing.

12. Export Compliance

Customer acknowledges that the Service may be subject to U.S. export control laws, including the Export Administration Regulations. Customer shall not export, re-export, or transfer access to the Service, directly or indirectly, to any country, individual, or entity prohibited under applicable law, including countries subject to U.S. sanctions or embargoes.

13. Governing Law and Dispute Resolution

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of Delaware, and each party hereby consents to such jurisdiction. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

14. Compliance and Audit

If Customer is a business or organization, Dannemora or its authorized representative may, upon seven (7) business days' prior written notice and no more than once per calendar year, audit Customer's records and systems solely to verify compliance with this Agreement. Customer agrees to provide reasonable cooperation and access to relevant records.

15. General Provisions

15.1 Entire Agreement. This Agreement, together with any Order Form and Dannemora's Privacy Policy, constitutes the entire agreement between the parties regarding the Service and supersedes all prior representations, discussions, and agreements relating thereto.

15.2 Modifications. Dannemora may update this Agreement from time to time. Dannemora will provide at least thirty (30) days' notice of material changes by email or in-product notification. Continued use of the Service after the effective date of any modification constitutes acceptance of the revised Agreement.

15.3 Severability. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Waiver. Failure to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision.

15.5 Assignment. Customer may not assign or transfer this Agreement or any rights hereunder without Dannemora's prior written consent. Dannemora may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

15.6 Notices. All legal notices must be in writing and delivered to Dannemora at the address listed on dannemora.com/legal or to Customer at the address on file with Dannemora's billing system.

15.7 Language. The English language version of this Agreement is controlling in all respects.

16. Third-Party AI Providers and Open Source

16.1 Reliance on Third-Party AI Models

The Service routes Customer Data to one or more third-party AI model providers (each a "Third-Party AI Provider") to generate Output. Current Third-Party AI Providers may include, without limitation, Anthropic, OpenAI, Google, and their respective affiliates. Dannemora reserves the right to add, remove, or substitute Third-Party AI Providers at any time without notice, provided that any such change shall not materially degrade the core functionality of the Service during an active Subscription Term.

16.2 Applicability of Third-Party AI Provider Terms

Customer's use of the Service, and specifically any Output derived from Third-Party AI Provider models, is subject to the usage policies and terms of service of the applicable Third-Party AI Provider, which are incorporated herein by reference. In the event of a conflict between this Agreement and a Third-Party AI Provider's terms with respect to permitted use of Output, the more restrictive terms shall apply. Customer is responsible for reviewing the applicable Third-Party AI Provider terms. Dannemora will make reasonable efforts to maintain a current list of applicable Third-Party AI Providers and links to their terms at dannemora.com/third-party-terms.

16.3 No Warranty for Third-Party AI Output

DANNEMORA EXPRESSLY DISCLAIMS ALL LIABILITY FOR THE ACCURACY, COMPLETENESS, SAFETY, OR LEGALITY OF OUTPUT GENERATED BY THIRD-PARTY AI MODELS. DANNEMORA IS A WORKFLOW ORCHESTRATION LAYER AND DOES NOT CONTROL THE UNDERLYING MODELS THAT GENERATE OUTPUT. CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH RELYING ON OR DEPLOYING OUTPUT WITHOUT INDEPENDENT REVIEW. THIS DISCLAIMER APPLIES REGARDLESS OF WHETHER DANNEMORA WAS ADVISED OF THE POSSIBILITY OF SUCH ERRORS OR RISKS.

16.4 Customer Data Transmitted to Third-Party AI Providers

By using the Service, Customer acknowledges and consents to the transmission of relevant portions of Customer Data (including code, ticket content, and configuration) to Third-Party AI Providers solely as necessary to generate Output. Dannemora will use commercially reasonable efforts to ensure that Third-Party AI Providers with which it

partners maintain data processing terms that are no less protective than those described in Section 6 of this Agreement. Dannemora shall not be liable for any processing of Customer Data by Third-Party AI Providers beyond Dannemora's reasonable control.

16.5 Open Source Compliance

Certain components of the Service are built on or incorporate open source software. Such components are used in accordance with their respective licenses and do not affect Customer's rights under this Agreement except as expressly required by those licenses. Nothing in this Agreement shall be construed to limit, restrict, or otherwise affect any rights or obligations Customer may have under applicable open source licenses with respect to open source components. Dannemora does not grant any rights under this Agreement with respect to open source components that are not Dannemora's proprietary work product.

16.6 Acceptable Use with Third-Party AI Providers

Customer shall not use the Service in any manner that would cause Dannemora to violate the usage policies of any Third-Party AI Provider. This includes, without limitation, submitting Customer Data that contains content prohibited by applicable Third-Party AI Provider policies, or using the Service to circumvent safety or content filters imposed by Third-Party AI Providers. Customer acknowledges that violations of Third-Party AI Provider policies may result in suspension of the Service without liability to Dannemora.

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