### Last Updated: 05/01/2024

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR WEBSITE (THE "SITE") OR OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITE OR OUR SERVICES.

The present terms and conditions (this "Agreement" or "Terms") is a legal agreement between you and Signature IP Corporation (hereinafter "SignatureIP"), a company duly organized and validly existing, located at 500 E Calaveras Blvd, Suite 218, Milpitas, California 95035 USA. This Agreement applies to SignatureIP's Cloud-based suite of tools found at https://inoculator.ai

### **OVERVIEW**

The Site (www.inoculator.ai) is operated by SignatureIP. Throughout the Site, the terms "we", "us" and "our" refer to SignatureIP. SignatureIP offers this Site, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our Site or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein or available by hyperlink. These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, or contributors of content. In the event of an inconsistency between this Agreement and any additional terms or policies referenced herein, the provisions of the additional terms or policies shall control.

## **SECTION 1 - GENERAL TERMS**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our products or Site for any illegal or unauthorized purpose nor may you, in the use of our products or Site, violate any laws in your jurisdiction. You agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to SignatureIP's sites.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your account and right to use our Service.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

- 1. Restrict, suspend or terminate your access to all or any part of our Site.
- 2. Change, suspend or discontinue all or any part of our products or Site.
- 3. Refuse, move, or remove any content that is available on all or any part of our Site.

- 4. Deactivate or delete your accounts.
- 5. Establish general practices and limits concerning use of our Site.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Site may include communications such as service announcements and administrative or legal notices from us. Please note that you cannot opt out of receiving these notices.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You may not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. SignatureIP content is not for resale. Use of the Site does not entitle users to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of SignatureIP and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of SignatureIP or our licensors except as expressly authorized by these Terms.

## **SECTION 2 - CREATING AN ACCOUNT**

Once you create an account with us, you are registered on the SignatureIP Site. The terms "member," "membership," and "account" all refer to this registration as a member on SignatureIP's Site. If you are merely surfing or browsing through the Site and have not yet created an account, your use of the Site is still subject to this Agreement; if you do not agree to this Agreement, do not use the Site.

When you create an account, you will provide a unique username and email. We will also ask you to create a password. Because any activities that occur under your username or password are your responsibility it is important for you to keep your username and password secure. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SignatureIP is not responsible for third party access to your account that results from theft or misappropriation of your account. Notify us immediately if you believe that someone has used your username, email, or password without your authorization.

If anyone knowingly provides any information of a false, untrue, inaccurate or incomplete nature, Signature IP Corporation will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement, and as such refuse any and all current or future use of Signature IP Corporation Services, or any portion thereof.

### **SECTION 3 - CONDUCT**

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the SignatureIP Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by SignatureIP.

Signature IP Corporation herein reserves the right to pre-screen, refuse or delete any content currently available through our Services. In addition, we reserve the right to remove or delete any such content that would violate the

Terms or which would otherwise be considered offensive to other visitors, users or members.

Signature IP Corporation herein reserves the right to access, preserve or disclose member account information or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary.

Signature IP Corporation herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information or material is subject to usage guidelines and regulations established by Signature IP Corporation or any other content providers supplying content services to Signature IP Corporation. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

## SECTION 4 - GLOBAL USE; EXPORT/IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable content. Uploading, posting or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations, as well as the sanctions control program of the United States.

# **SECTION 5 – PRIVACY POLICY**

You are not legally required to provide us with any of your personal data and may do so (or avoid doing so) at your own free will. If you do not wish to provide us with your personal data, or to have it processed by us or any of our services providers, please simply do not visit or interact with our Sites, nor use our Services.

You may also choose not to provide us with "optional" personal data, but please keep in mind that without it we may not be able to provide you with the full range of our Services or with the best user experience when using our Services.

By providing your information to us you consent to receiving further communication form us, which may include, but is not limited to, tool update notifications, product, and service with provide.

We agree to comply with all applicable privacy policies including the California Consumer Privacy Act ("CCPA").

## **SECTION 6 - INDEMNITY**

All users and members agree to insure and hold Signature IP Corporation, our subsidiaries, affiliates, agents, employees, officers, partners and licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our Site may submit, post, modify, transmit or otherwise make available through our Services, the use of SignatureIP Services or your connection with these Services, your violations of the Terms of Service and your violation of any such rights of another person.

## **SECTION 7 – MODIFICATIONS**

Signature IP Corporation reserves the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and discontinuance of our Services, or any part thereof.

## **SECTION 8 - TERMINATION**

As a member of <u>www.SignatureIP.ai</u>, you may cancel or terminate your account, associated email address and access to our Services by submitting a cancellation or termination request to SignatureIP.

As a member, you agree that Signature IP Corporation may, without any prior written notice, immediately suspend, terminate, discontinue and limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and limitation of access shall include, but is not limited to a breach of these Terms or other agreement

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address or access to any of our Services.

### **SECTION 9 - LINKS**

Either Signature IP Corporation or any third parties may provide links to other websites or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that Signature IP Corporation shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

### **SECTION 10 - PROPRIETARY RIGHTS**

You do hereby acknowledge and agree that Signature IP Corporation's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Signature IP Corporation or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform or created any plagiaristic works which are based on Signature IP Corporation Services (e.g. Content or Software), in whole or part.

Signature IP Corporation hereby grants you a personal, non-transferable and non-exclusive right or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Signature IP Corporation for use in accessing our Services.

## **SECTION 11 - WARRANTY DISCLAIMERS**

#### YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF SIGNATURE IP CORPORATION SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SIGNATURE IP CORPORATION AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO

ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) SIGNATURE IPCORPORATION. AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) SIGNATURE IPCORPORATION. SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) SIGNATURE IPCORPORATION. SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE SIGNATURE IP CORPORATION SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF SIGNATURE IPCORPORATION. SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND INTERNET ACCESS, DOWNLOADING AND DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM SIGNATURE IP CORPORATIONOR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## **SECTION 12 - LIMITATION OF LIABILITY**

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT SIGNATURE IP CORPORATIONAND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR.

## **SECTION 13 - RELEASE**

In the event you have a dispute, you agree to release Signature IP Corporation(and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

## **SECTION 14 - NOTICE**

Signature IP Corporation may furnish you with notices, including those with regards to any changes to the Terms, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the Terms by accessing our Services in an unauthorized manner. Your acceptance of this Agreement constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

## **SECTION 15 - INTELLECTUAL PROPERTY RIGHTS**

You herein acknowledge, understand and agree that all of the Signature IP Corporation. trademarks, copyright, trade name, service marks, and other Signature IP Corporation logos and any brand features, or product and service names are trademarks and as such, are and shall remain the property of Signature IP Corporation. You herein agree not to display or use in any manner the Signature IP Corporation logo or marks without obtaining Signature IP Corporation's prior written consent.

## **SECTION 16 - ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and Signature IP Corporation and shall govern the use of our Services, superseding any prior version of this Agreement between you and us with respect to Signature IP Corporation Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Signature IP Corporation Services, affiliate Services, third-party content or third-party software.

## **SECTION 17 - CHOICE OF LAWAND FORUM**

It is at the mutual agreement of both you and Signature IP Corporation with regard to the Agreement that the relationship between the parties shall be governed by the laws of the state of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes, arising out of or relating to the Agreement, or the relationship between you and Signature IP Corporation, shall be filed within the courts having jurisdiction within the County of Santa Clara, California or the U.S. District Court located in said state. You and Signature IP Corporation agree to submit to the jurisdiction of the courts as previously mentioned and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

## **SECTION 18 - WAIVER AND SEVERABILITY OF TERMS**

At any time, should Signature IP Corporation fail to exercise or enforce any right or provision of the Agreement, such failure shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

# **SECTION 19 - VIOLATIONS**

Please report all violations of this Agreement to Signature IP Corporation as follows:

Mailing Address: Signature IP Corporation 500 E Calaveras Blvd, Suite 218 Milpitas, California 95035

Telephone: 408-981-2453 Email: sales@signatureip.ai

## **SECTION 20 - GOVERNMENT REQUESTS**

In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including and without limitation, your information, IP address, and usage history. Our

right to disclose any such information is governed by the terms of our Privacy Policy.

### **SECTION 21 - FOREIGN ACCESS OF SITE**

The Site is controlled, operated and administered by SignatureIP from our offices within India. You are responsible for compliance with all local laws. You agree that you will not use SignatureIP's content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **SECTION 22 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Site or on any related Site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Site or on any related Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or on any related Site, should be taken to indicate that all information on the Site or on any related Site has been modified or updated.