

## **COGITO API SERVICE TERMS**

*Last Updated: June 1, 2026*

These Cogito API Service Terms (“**API Terms**”) constitute a legally binding contract between you (“**Developer**” or “**you**”) and Decart.AI, Inc. (“**we,**” “**us,**” “**our,**” and “**Decart.ai**”) and govern your access to, and use of, the LLM using our API, website (<https://cogito.decant.ai/>; “**Website**”) or platform and related services made available by Decart.ai or Third-Party Platforms as detailed below (collectively, “**Services**”). These API Terms, together with any specific terms, the DPA, the Order Form, the API Documentation and any other documents incorporated by reference set out the parties’ respective rights and obligations (collectively, this “**Agreement**”).

The Services may further be made available through one or more third-party platforms (each, a “**Third-Party Platform**”) explicitly authorized by Decart.ai. Your relationship with the Third-Party Platform is governed by the Third-Party Platform’s terms (“**Third-Party Platform Terms**”). In case of conflict between this Agreement and the Third-Party Platform Terms, this Agreement prevails as between you and Decart.ai. Any rights granted to you under the Third-Party Platform Terms which are not contained in this Agreement shall apply only with respect to the Third-Party Platform.

By accessing or using the API or Services, creating a developer account, or otherwise using the LLMs, you agree to be bound by this Agreement. You must be at least 18 years of age to access or use the Service. If you are accepting on behalf of a company or other legal entity, and you represent that you have authority to bind it, the definition “Developer” and “you” refer to such entity. If you do not agree, you may not access or use the API or Service, or create a developer account, or allow any of your personnel to do so.

### **1. DEFINITIONS**

“**API**” means our application programming interface(s), and related tools, documentation, data, technology, code, and other materials that are made available to allow Developers to implement Output within their applications, subject to this Agreement.

“**Authorized Users**” means Developer’s employees, independent contractors, or Developer’s affiliated company.

“**Account**” means the account created by the Developer to access and use certain Services (either directly through Decart.ai or otherwise, indirectly through Third-Party Platform).

“**Beta Services**” means any features, endpoints, functionalities, or components that are identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings, and which are made available to Developer for testing and evaluation purposes prior to general commercial release.

“**Confidential Information**” means any confidential or proprietary information of the disclosing Party (the “**Discloser**”) that is marked as “**Confidential**” or under the circumstances of disclosure should reasonably be considered confidential or proprietary. Confidential Information includes the Order Form and non-public information regarding features, functionality and performance of the Services. Confidential Information does not include information that (a) is lawfully in or enters the public domain through no fault of or breach by the receiving party (the “**Recipient**”); (b) the Recipient was lawfully in possession of without any obligation of confidentiality prior to receiving it from the Discloser; (c) the Recipient developed independently and without use of or reference to the Discloser’s Confidential Information; or (d) the Recipient receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

“**Credits**” means the usage units purchased by Developer that are consumed when Developer uses the Services, as further described in the Fees and Payment Section.

“**Developer Application**” means Developer’s owned (or lawfully licensed) and operated application, web-app, website, mobile app, or software, products, or services that interact with or incorporate the API. For clarity, the Developer may implement the API within the Developer Applications, and the API may **not** be

sublicensed, resold, or otherwise made available to any third party for their independent use.

“**Input**” means the information, data, or content, in any form or medium, that is provided by Developer or its Authorized Users and End Users, directly or indirectly, submit, upload, or otherwise provide to the API and LLM.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights, in any part of the world.

“**LLM**” means third party off-the-shelf, general-purpose, open-source or open-weight large language models, made available through the Services, and any additional LLM Decart.ai adds from time to time, to the Services, all as made available on the Website or applicable Third-Party Platforms.

“**Output**” means data, content, text, or other material generated, returned, or otherwise provided by the LLM in response to an Input.

“**Order Form**” means any written or electronic document, agreement, or online form that specifies the Services being provided to Developer, including but not limited to the type of API access, Credits, usage limits, fees, payment terms, and any other commercial terms agreed upon between Developer and Decart.ai. Order Forms are incorporated into and form part of this Agreement.

“**Usage Data**” means data and information related to Developer’s use of the Services, API, Account, LLM, including telemetry data, time stamp, time and date access the Services and duration of use, for the purpose of complying statistical and performance information related to the provision and operation of the Services, for billing purposes, for support services (if applicable). Usage Data is governed by Privacy Policy available on the Website.

## 2. LICENSE AND INTEGRATION

- 2.1. API License. Subject to the terms of this Agreement and Decart.ai’s rights (including any limitations arising from applicable Third Party Terms, open-source license terms, or other contractual or regulatory obligations binding on Decart.ai), Decart.ai grants Developer, and Authorized Users, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, during the Term, to: (i) access and use the API and LLM, including, to the extent applicable, to integrate it within the Developer Application; and (ii) use the libraries, and documentation solely as necessary to integrate with the API available on the Website, Decart.ai platform, or Third-Party Platform.
- 2.2. API Documentation. Developer’s and Authorized Users’ use of the API and LLM shall comply with the API documentation, which includes technical specifications, usage guidelines, and other materials provided by Decart.ai (“**API Documentation**”). The API Documentation forms an integral part of this Agreement and may be updated by Decart.ai from time to time.
- 2.3. Developer License. Developer hereby grants Decart.ai a limited, non-exclusive, worldwide, royalty-free license during the Term to use, process, distribute, reproduce, modify, adapt Developer’s Input and Output solely as necessary to provide, maintain, and secure the Services and generate Output in response to Input. Decart.ai does not use Input or Output to train, fine-tune, or improve artificial intelligence or machine learning models, and does not retain or use Input or Output for any other commercial purpose, except as required by applicable law. Developer assumes sole and exclusive responsibility and liability for ensuring that it and Authorized Users have and maintain during the Term all necessary rights, licenses, and permissions to provide Input to the API and to use Output in connection with its Developer Applications.
- 2.4. Reservation of Rights. Except for the licenses expressly granted, each party shall retain all rights, title, and interest in and to any related Intellectual Property Right.

## 3. DEVELOPER’S OBLIGATIONS AND RESTRICTIONS

- 3.1. Sole Responsibility. Developer assumes sole and exclusive responsibility and liability for any acts or omissions related to the use or misuse of the API and any Output generated through the Developer Applications, whether by Developer itself or its Authorized Users, or by their end users, customers, or any third parties accessing the API through Developer Application (“**End Users**”). Without limiting the foregoing, Developer assumes sole and exclusive responsibility and liability for integrating and configuring the API, Services and LLM in the Developer Applications (including any combinations with other products, services or software) and implementing appropriate technical and organizational safety measures. The Developer assumes sole and exclusive responsibility and liability for ensuring that the Inputs do not include sensitive data (including health information) and that the Developer, Authorized Users, and End Users comply with Decart.ai Acceptable Use Policy available on the Website (“**AUP**”). To the extent applicable, Developer assumes sole and exclusive responsibility and liability for adding applicable disclosures to End Users regarding data protection practices, notices and obtaining consents to the extent required and regarding the limitations and potential inaccuracy of AI-generated content.
- 3.2. Compliance with Terms and Law. Developer must use, and ensure all Authorized Users use, the API and Services only in compliance with this Agreement, the AUP, the API Documentation, and all applicable laws and regulations, including but not limited to laws related to data protection, privacy, intellectual property, export control, consumer protection, and content regulation. Developer assumes sole and exclusive responsibility and liability for ensuring that its Developer Applications comply with all applicable legal requirements in the jurisdictions where Developer and its End Users operate, including by adding AI disclosures as required by applicable laws (including State AI laws and EU AI Act). Developer must not misrepresent the nature, source, or authenticity of Output generated by the API. Without limiting the foregoing, Developer assumes sole and exclusive responsibility and liability for complying with any AI-specific, sector-specific, consumer protection, or platform rules applicable to its use of the Services and Output, including transparency, labelling, logging, documentation, risk management, and human oversight obligations.
- 3.3. Security and Credential Management. Developer must securely store and protect its API keys, tokens, authentication credentials, and any other access materials provided by Decart.ai or a Third-Party Platform. Developer may not share its API credentials with unauthorized parties or allow third parties to access the API using Developer's credentials without Decart.ai's prior written consent. Developer must implement appropriate technical and organizational measures to prevent unauthorized access, use, or disclosure of its Account and licenses provided herein, and shall report to Decart.ai immediately upon becoming aware of any unusual or unauthorized use of the Account or Services.
- 3.4. Registration Information. To the extent the Services are provided directly through Decart.ai, Developer must provide accurate, complete, and current information when registering for API access and must promptly update such information if it changes. Developer represents and warrants that the information provided to Decart.ai is truthful and accurate.
- 3.5. Content Moderation. Developer is responsible for implementing appropriate content moderation measures, safety controls, and filtering mechanisms (substantially similar to the AUP) to prevent its Developer Applications from generating, distributing, or facilitating access to harmful, illegal, or misleading content through the API and LLM. The Developer, on behalf of itself and its Authorized Users, acknowledges that Decart.ai has no obligation, and it may be impossible, to pre-screen Developer (or End User) Input or Output, although Decart.ai reserves the right in its sole discretion to do so or to enable reporting of such abuse to the extent applicable. Decart.ai also reserves the right to remove any Input or Output from the Services that violate this Agreement, and if required, Decart.ai will report to applicable law enforcement. For the avoidance of doubt, Developer's failure to comply with its content moderation obligations under this Section 3.5 shall constitute a material violation of this Agreement for the purposes of Section 6.2(iii), and Decart.ai reserves the right to suspend or terminate Developer's access to the API in accordance with Section 6.2.
- 3.6. Restrictions. Developer may not, and shall ensure its Authorized Users, or End Users, as applicable, do

not: (a) reverse engineer, decompile, or disassemble the API or LLM unless permitted by mandatory applicable law; (b) circumvent or attempt to circumvent rate limits, quotas, authentication mechanisms, or access controls; (c) sell, sublicense, or otherwise provide the API, LLM or Output to third parties without Decart.ai's prior written consent; (d) interfere with, disrupt, or otherwise compromise the security, integrity, or availability of the Services; (e) use the API or Output to generate, disseminate, or otherwise make available illegal content or content that is not compliant with the AUP; and (f) attempt to bypass, disable, interfere with, circumvent or otherwise undermine safety features, usage restrictions, content filters or protective measures implemented in the API, services or LLM, including by prompt engineering, automated queries or other techniques.

- 3.7. End User Agreement. Developer must ensure that its contracts, terms of use and privacy notices with End Users: (a) are consistent with this Agreement and the AUP; (b) clearly state that Decart.ai is not responsible for the Developer Application, any Output, any products or services provided by Developer, or any relationship between Developer and End Users; and (c) effectively disclaim, to the maximum extent permitted by law, any liability of Decart.ai to End Users. Upon Decart.ai's request, Developer will provide Decart.ai with a copy of the then-current End User terms (which may be reasonably redacted for confidential information not relevant to this Agreement).

#### 4. INPUT AND OUTPUT DATA

- 4.1. Developer understands and acknowledges that, due to the nature of AI systems and models, the Output involves inherent risk, including that the Output (i) may not be unique across users, and the LLM may generate the same or similar Output for other users, (ii) may be inaccurate, objectionable, inappropriate, or otherwise unsuited to Developer's purpose; and (iii) are dependent on the Input submitted by Developer, End User or Authorized User as applicable. Decart.ai will have no liability whatsoever for any Output or any damages you or any third party incurs or alleges to incur as a result of or relating to any Output or use thereof. Additionally, Developer acknowledges it shall not use or permit the use of any Output to impersonate real persons or falsely attribute Output as originating from real individuals. Developer shall be solely responsible for verifying and evaluating all Output before any use, publication or distribution, such as by using human review. Developer understands and acknowledges that the use of the Services is made solely at Developer's own risk and responsibility.
- 4.2. No Confidentiality. Developer acknowledges and agrees that Input and Output are not considered confidential information. Developer must not submit to through the API any Input that contains confidential, proprietary, personal, or sensitive information unless Developer has all necessary rights and accepts the risk of disclosure and to ensure the use as described in this Agreement.
- 4.3. Representations. You represent and warrant that you have sufficient rights in the Input to submit it to the Services. This means that if you upload personal data of any person to the Services, you represent and warrant that you have obtained any and all required permissions or consent necessary to submit such person's personal data to the Services, in compliance with all applicable laws and regulations, including but not limited to laws related to data protection, privacy, intellectual property, export control, consumer protection, and content regulation.

#### 5. FEES AND PAYMENT

- 5.1. Credit-Based Usage. The Services operate on a credit-based usage model. Developer must purchase Credits in advance and Credits are consumed when Developer uses the Services, based on the number of input, output, and cached tokens processed by the applicable LLM, as detailed on our pricing page at <https://cogito.decart.ai/pricing> ("Pricing Page") or in your Order Form.
- 5.2. Purchase and Allocation of Credits. Credits must be purchased in advance through Decart.ai's designated payment channels. Upon receipt of payment, Credits will be allocated to the Developer's Account. Developer may monitor Credit usage and balance through the Account. All Credit purchases are final, non-refundable, and non-transferable, except as required by applicable law. Credits do not entitle the Developer to any particular feature, functionality, or version of the Services.

- 5.3. Credit Validity and Expiration. Credits are valid for the period described in the Pricing Page or the Order Form. Any unused Credits after this period will automatically expire without refund or compensation.
- 5.4. Exceeding Available Credits. If Developer's available Credits are exhausted, access to the API will be suspended until additional Credits are purchased. Developer assumes sole and exclusive responsibility and liability for monitoring its Credit balance and ensuring sufficient Credits are available for continued use of the API.
- 5.5. Pricing and Changes. Decart.ai may update Credit pricing, consumption rates, or Credit packages at any time, with or without notice. Any such changes will apply only to Credits purchased after the effective date of such change and will not affect Credits already purchased by Developer.
- 5.6. Payment Terms. All payment-related information is available on our Pricing Page or the Order Form, depending on the Services used. You must review this information before making any purchase. Decart.ai do not implement automatic renewals for any packages or subscriptions - all Credit purchases must be made manually by you when needed.
- 5.7. Taxes. All fees and Credit purchases are exclusive of applicable taxes, duties, or levies, which Developer is responsible for paying in accordance with applicable law.
- 5.8. Payments through Third-Party Platforms. If Developer purchases access to the API or any Services through a Third-Party Platform, all fees, billing, payment processing, renewals, refunds, and related payment terms for such purchase shall be governed by the applicable Third-Party Platform Terms and handled solely by the applicable Third-Party Platform. Decart.ai is not responsible for any billing errors, payment disputes, failed charges, expired payment methods, refunds, credits, or other payment-related issues arising from or relating to purchases made through a Third-Party Platform. Any Credits purchased through a Third-Party Platform may be subject to additional terms, conditions, limitations, or restrictions imposed by such Third-Party Platform.

## 6. TERMINATION

- 6.1. Term. This Agreement commences on the date Developer first accesses or uses the API and will remain in effect until terminated in accordance with this Section 6 ("Term").
- 6.2. Termination by Decart.ai. Decart.ai may suspend or terminate Developer's access to the API, in whole or in part, at any time and in its sole discretion, by providing no less than 30 days' notice to Developer (including via email or through the Developer's account dashboard). Without limiting the foregoing, Decart.ai may immediately suspend or terminate access: (i) to prevent or mitigate a security risk, operational risk, or other credible risk of harm or liability to Decart.ai, the API, or any third-party; (ii) if required to do so by applicable law, regulation, or governmental authority; (iii) in the event of repeated or material violations of this Agreement; or (iv) if Developer institutes litigation or other proceedings against Decart.ai or any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Materials or Output, or any portion of any of the foregoing, infringes intellectual property or other rights owned or licensable by Developer, in which case any licenses granted to Developer under this Agreement shall terminate as of the date such litigation or claim is filed or instituted.
- 6.3. Termination by Developer. Developer may terminate this Agreement at any time, for any reason, by ceasing all use of the API and deleting its account (if applicable).
- 6.4. Termination by Third-Party Platforms. If Developer purchases access to the API or any Services through a Third-Party Platform, the applicable Third-Party Platform may suspend, terminate, discontinue, or otherwise modify Developer's access to, or availability of, such API or Services in accordance with the applicable Third-Party Platform Terms. Decart.ai shall have no responsibility or liability for any such suspension, termination, discontinuation, modification, de-listing, removal, or other action taken by a Third-Party Platform, including any resulting loss of access to the API or Services, credits, data, functionality, or features made available through such Third-Party Platform. Any rights or remedies Developer may have in connection with such actions shall be governed solely by the applicable Third-

Party Platform Terms, except to the extent expressly provided otherwise in this Agreement as between Developer and Decart.ai.

- 6.5. Effect of Termination. Upon termination of this Agreement for any reason: (i) all rights and licenses granted to Developer under this Agreement will immediately cease; (ii) Developer must stop making API calls and promptly delete all API keys, credentials, and related integration materials provided by Decart.ai; (iii) Developer may retain and continue to use any Output generated prior to termination, subject to this Agreement and applicable law; (iv) Developer remains responsible for any obligations accrued prior to termination, including payment obligations; and (v) Developer assumes sole and exclusive responsibility and liability for downloading and securing the Output prior to the effective date of termination, as Decart.ai makes no commitment to store or maintain such Output following termination, except as required under applicable law.
- 6.6. Survival. Sections 3.1 (Sole Responsibility), 9 (Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Indemnification) and 13-14 (Governing Law and Dispute Resolution) shall survive termination of this Agreement.

## 7. SUPPORT

- 7.1. Decart Support. Decart.ai will use commercially reasonable efforts to maintain the availability of the API and to provide Developer with technical support for questions or issues regarding the API during Decart.ai's normal business hours and through its designated support channels. Decart.ai does not guarantee uninterrupted or error-free operation of the API and shall not be responsible for providing support directly to End Users of Developer Applications.
- 7.2. Third Party Platform Support. If Developer purchases access to the API or any Services through a Third-Party Platform, support for such API or Services may be provided by, by or in coordination with the applicable Third-Party Platform in accordance with the applicable Third-Party Platform Terms. Decart.ai may direct Developer to the applicable Third-Party Platform for first-line or other support matters relating to purchases made through such Third-Party Platform, and Decart.ai shall have no obligation to provide any particular support, service levels, response times, or maintenance commitments except as expressly stated in this Agreement or required under the applicable Third-Party Platform Terms as between Developer and the applicable Third-Party Platform.

## 8. CONFIDENTIALITY; DPA; INTELLECTUAL PROPERTY

- 8.1. Privacy. If the Input includes personal data, it will be processed subject to Decart.ai Data Processing Agreement available on the Website ("**DPA**"). Decart.ai shall collect, process and use such personal data as the "processor" or "service provider" as applicable.
- 8.2. Intellectual Property. As between the parties, Decart.ai owns and retains all right, title and interest in and to the Services and all Intellectual Property Rights therein. Developers retain ownership of Input and Output.
- 8.3. Feedback. Decart.ai may use and exploit, without any payment or attribution obligation of any kind, any comments, feedback, suggestions, or ideas ("**Feedback**") Developer, Authorized User, End User or any of its personnel, employees, agents, or subcontractors provides in connection with the Agreement or the Services. To the maximum extent permitted by applicable law, Developer waives any moral and similar rights relating to Feedback that Developer may have under any applicable law.
- 8.4. Open Source. The LLMs are provided by third parties and may include third party open-source software, both governed by third-party licenses ("**Third Party Terms**"). If there is a conflict between any Third-Party Terms and the terms of this Agreement, then the Third-Party Terms shall prevail but solely in connection with the related third-party open-source software or LLM. To the best of our knowledge, Developer's use of the LLM in accordance with these Terms will not, in and of itself, cause Developer to be in breach of any applicable Third-Party Terms.
- 8.5. Confidentiality. Each party will: (a) hold in strict confidence all Confidential Information of the other

party, using at least the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own Confidential Information of like nature, but at least reasonable care; (b) use such Confidential Information only to exercise its rights and perform its obligations and exercise its rights under the Agreement; and (c) not transfer or disclose such Confidential Information to any individual or entity except to the directors, officers, employees, agents, contractors, accountants, auditors, or legal and financial advisors of such party who need to know such Confidential Information and who are under confidentiality obligations substantially similar to those set forth hereunder; provided, that the handling and treatment of Confidential Information in accordance with the Agreement by any such individual or entity will be such party's full responsibility. A Recipient may disclose the Discloser's Confidential Information to the extent required by law provided that the Recipient (i) notifies the Discloser in writing prior to disclosure of the information so that the Discloser has a reasonable opportunity to obtain a protective order; (ii) assists the Discloser, at the Discloser's expense, in any attempt to limit or prevent the disclosure of the Confidential Information; and (iii) discloses only the minimum Confidential Information actually required to be disclosed. Neither party will disclose the existence or terms and conditions of the Agreement to any third party.

## 9. DISCLAIMER OF WARRANTIES

THE API, SERVICES, LLM AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DE CART.AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. DE CART.AI DOES NOT WARRANT THAT THE API OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

## 10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DE CART.AI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUES, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO DEVELOPER'S USE OF THE API, SERVICES, LLM OR OUTPUT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF DE CART.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DE CART.AI'S TOTAL LIABILITY EXCEED THE AMOUNTS PAID BY DEVELOPER TO DE CART.AI FOR THE API IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR \$100 (ONE-HUNDRED DOLLARS), WHICHEVER IS GREATER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, DE CART.AI PROVIDES THE BETA SERVICES "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DE CART.AI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DEVELOPER ASSUMES ALL RISKS AND COSTS ASSOCIATED WITH USING THE BETA SERVICES. DE CART.AI'S OBLIGATIONS TO INDEMNIFY, DEFEND, OR HOLD HARMLESS UNDER THIS AGREEMENT DO NOT APPLY TO BETA SERVICES. THE LIABILITY CAP FOR BETA SERVICES IS \$0 (ZERO DOLLARS).

## 11. INDEMNIFICATION

11.1. Developer's Indemnity to Decart.ai. Developer agrees to defend, indemnify, and hold harmless Decart.ai, its affiliates, and each of their respective directors, officers, employees, agents, and representatives (collectively, the "**Decart.ai Indemnified Parties**") from and against any and all third-party claims, demands, actions, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) Developer Application, products, or services that integrate or interact with the API; (ii) any data, content, include Inputs, or Outputs, or materials Developer, Authorized Users or the End Users input, upload, or otherwise provide through or in connection with the API; (iii) Developer's use of the API, the API Documentation, or LLM in violation of this Agreement, applicable laws, or third-party rights; (iv) any combination of the API with products,

services, or software not provided by Decart.ai; (v) any claim, demand, action or proceeding brought by or on behalf of any natural person under any applicable product liability law, to the extent such claim arises out of or relates to any Developer Application or any products or services provided by or on behalf of Developer that use or integrate the API, Services, LLM, Input or Output; or (vi) any breach or alleged breach by you of this Agreement. Such indemnified matters include, without limitation, any governmental or regulatory investigations, proceedings, fines or penalties arising out of or relating to Developer's, Authorized Users' or any End User's use of the Services, Input or Output, including any alleged non compliance with AI specific, data protection, consumer protection or platform laws, the AUP, or any applicable transparency or labelling obligations.

- 11.2. Decart.ai may, at its option, participate in the defense and settlement of any such claim with its own counsel and at its own expense. You shall not settle any claim without Decart.ai's prior written consent if the settlement requires Decart.ai to take or refrain from taking any action, admit liability, or incur any obligation.

## 12. CHANGES TO THESE API TERMS

- 12.1. Modifications. Decart.ai may update or modify this Agreement from time to time. Material changes will be communicated through Developer's account dashboard, email notification, or by posting on the Website. Developer's continued use of the API after any changes constitutes acceptance of the revised API Terms. If Developer does not agree to the changes, it must discontinue use of the API.
- 12.2. Modifications to API. Decart.ai reserves the right, in its sole discretion, to modify, update, enhance, or discontinue the API at any time, including, without limitation, its level of access, content, functionality, performance specifications, or availability. While Decart.ai will endeavor to provide reasonable notice of material changes to the API, you acknowledge that some changes may be implemented immediately without prior notice, particularly those related to security, legal compliance, or system stability. Developer is responsible for regularly reviewing the API Documentation and implementing necessary updates to ensure continued compatibility and functionality of its Developer Applications. Decart.ai will have no liability whatsoever to Developer or any third party for any modification, suspension or discontinuation of the API or any part thereof, including any resulting loss of data, functionality, revenue or goodwill.

## 13. DISPUTE RESOLUTION

- 13.1. Mandatory Informal Dispute Resolution. For any dispute or claim between the parties arising out of or relating to this Agreement or the Services, including any privacy or data security claims, (collectively, "Disputes", and each a "Dispute"), Developer and Decart.ai agree to attempt to first resolve the Dispute informally. If Developer and Decart.ai cannot reach an agreement to resolve the Dispute within 30 days after Developer or Decart.ai receives notice of the Dispute, then either party may submit the Dispute to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for 30 days from the date that either Developer or Decart.ai first send the applicable notice so that the parties can engage in this informal dispute-resolution process.
- 13.2. Mandatory Arbitration. Except for any disputes exclusively related to the intellectual property or Intellectual Property Rights of Developer or Decart.ai, including any disputes in which Developer or Decart.ai seek injunctive or other equitable relief for the alleged unlawful use of Developer's or Decart.ai' intellectual property or other infringement of Developer's or Decart.ai' Intellectual Property Rights, all Disputes that are not resolved in accordance with Section 13.1 will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. The arbitration shall be administered by the American Arbitration Association ("AAA"), <https://www.adr.org/> pursuant to the then-current version of the AAA's Commercial Arbitration Rules and Mediation Procedures. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court. The remedies and reliefs rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction. Unless Developer and Decart.ai agree otherwise, any decision or award will include

a written statement stating the decision of each claim and the basis for any award, including the arbitrator's essential factual and legal findings and conclusions. The parties will cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of discovery in the arbitration.

#### **14. GOVERNING LAW**

The Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. Subject to Section 13, any actions and proceedings not subject to mandatory arbitration under this Agreement shall be brought exclusively in the state or federal courts in New York County, New York.

#### **15. GENERAL PROVISIONS**

- 15.1. Entire Agreement. This Agreement, together with the API Documentation and any referenced policies, constitute the entire agreement between Developer and Decart.ai regarding the API. In the event of any conflict or inconsistency between the components of the Agreement, the following order of precedence will apply (in descending order): (a) any Order Form (solely with respect to commercial terms); (b) these API Terms; (c) the DPA; (d) the AUP and any other referenced policies; and (e) the API Documentation.
- 15.2. Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has authority to bind the other.
- 15.3. Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- 15.4. No Waiver. Decart.ai's failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.
- 15.5. Assignment. Developer may not assign this Agreement without Decart.ai's prior written consent. Decart.ai may assign this Agreement without restriction.
- 15.6. No Third Party Beneficiaries. Except for the Decart.ai Indemnified Parties, who are express third party beneficiaries of Section 11, this Agreement is for the sole benefit of the parties and their permitted successors and assigns, and nothing herein is intended to confer any rights or remedies on any other person or entity.
- 15.7. Force Majeure. Decart.ai will have no liability whatsoever for any delay or failure to perform any obligation under this Agreement (except for payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, labor disputes, internet or telecommunications failures, denial of service attacks, failures of third party systems or services, governmental actions, or power outages.

#### **16. CONTACT INFORMATION**

If you have questions about this Agreement, please contact us at [compliance@decart.ai](mailto:compliance@decart.ai).