

AXIS RADIUS TECHNOLOGIES LLC

USER AGREEMENT

Effective Date: January 20, 2026

This User Agreement ("Agreement") is entered into between Axis Radius Technologies LLC ("Company") and the individual or entity ("User") accessing or using the Company's Services.

1. PARTIES TO THIS AGREEMENT

This Agreement is between: COMPANY: Axis Radius Technologies LLC 1712 Pioneer Ave, Suite 500, Cheyenne, WY 82001 Email: legal@axisradius.com USER: The individual or entity that accepts this Agreement by accessing or using the Services, creating an account, or clicking "I Agree" or similar acceptance mechanism.

2. RECITALS

WHEREAS, the Company provides AI-powered technology solutions, software platforms, and related services; and WHEREAS, the User desires to access and use such Services subject to the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

3. GRANT OF LICENSE

3.1 License Grant: Subject to the terms of this Agreement, Company grants User a limited, non-exclusive, non-transferable, revocable license to access and use the Services for User's internal business purposes. 3.2 Restrictions: User shall not: (a) Sublicense, sell, lease, or otherwise transfer the Services (b) Modify, adapt, or create derivative works of the Services (c) Reverse engineer, decompile, or disassemble any software (d) Remove or alter any proprietary notices or labels (e) Use the Services in violation of applicable laws 3.3 Reservation of Rights: All rights not expressly granted herein are reserved by Company.

4. USER RESPONSIBILITIES

4.1 Account Security: User is responsible for maintaining the confidentiality of login credentials and for all activities under User's account. **4.2 Authorized Users:** User may permit employees, contractors, and agents ("Authorized Users") to use the Services on User's behalf, provided that User ensures their compliance with this Agreement. **4.3 Compliance:** User shall comply with all applicable laws, regulations, and industry standards in connection with use of the Services. **4.4 Cooperation:** User shall provide reasonable cooperation and information as needed for Company to perform its obligations.

5. SERVICE LEVELS AND SUPPORT

5.1 Availability: Company shall use commercially reasonable efforts to maintain Service availability, subject to scheduled maintenance and circumstances beyond Company's control. **5.2 Support:** Company shall provide technical support in accordance with its standard support policies, which may be updated from time to time. **5.3 Updates:** Company may update, modify, or enhance the Services at its discretion. Material changes will be communicated to User in advance where practicable.

6. FEES AND PAYMENT

6.1 Fees: User agrees to pay all applicable fees as set forth in the applicable service order, pricing schedule, or subscription terms. **6.2 Payment Terms:** Unless otherwise specified, invoices are due within thirty (30) days of the invoice date. Late payments are subject to interest at 1.5% per month. **6.3 Taxes:** Fees are exclusive of taxes. User is responsible for all applicable taxes except those based on Company's net income. **6.4 Fee Changes:** Company may modify fees upon thirty (30) days' prior notice. Continued use after the effective date constitutes acceptance of new fees.

7. DATA RIGHTS AND PRIVACY

7.1 User Data: User retains all rights to data submitted to the Services ("User Data"). User grants Company a limited license to process User Data solely to provide the Services. **7.2 Data Processing:** Company shall process User Data in accordance with its Privacy Policy and applicable data protection laws. **7.3 Data Security:** Company implements reasonable security measures to protect User Data. User acknowledges that no system is completely secure. **7.4 Data Return:** Upon termination, Company shall make User Data available for export for a period of thirty (30) days.

8. INTELLECTUAL PROPERTY

8.1 Company IP: The Services, including all software, technology, and documentation, are owned by Company or its licensors. Nothing in this Agreement transfers ownership of Company IP. **8.2 User Content:** User owns all intellectual property rights in User Data and User-generated content. **8.3 Feedback:** If User provides feedback or suggestions, Company may use such feedback without obligation to User.

9. CONFIDENTIALITY

9.1 Confidential Information: Each party agrees to maintain the confidentiality of the other party's confidential information and use it only as permitted under this Agreement. **9.2 Exclusions:** Confidential information does not include information that: (a) is publicly available, (b) was known prior to disclosure, (c) is independently developed, or (d) is received from a third party without restriction. **9.3 Required Disclosure:** A party may disclose confidential information if required by law, provided it gives reasonable notice to the other party.

10. WARRANTIES AND DISCLAIMERS

10.1 Company Warranties: Company warrants that the Services will perform substantially in accordance with applicable documentation. **10.2 Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. **10.3 User Warranties:** User warrants that it has the right to use and submit User Data and that such use does not violate any third-party rights.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Damages: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. **11.2 Liability Cap:** EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY USER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. **11.3 Exceptions:** The foregoing limitations do not apply to: (a) breach of confidentiality obligations, (b) infringement of intellectual property rights, (c) gross negligence or willful misconduct, or (d) User's payment obligations.

12. INDEMNIFICATION

12.1 By Company: Company shall indemnify User against third-party claims that the Services infringe any patent, copyright, or trademark, provided User gives prompt notice and

reasonable cooperation. 12.2 By User: User shall indemnify Company against third-party claims arising from: (a) User Data, (b) User's violation of this Agreement, or (c) User's violation of applicable law.

13. TERM AND TERMINATION

13.1 Term: This Agreement is effective upon User's acceptance and continues until terminated. 13.2 Termination for Convenience: Either party may terminate with thirty (30) days' written notice. 13.3 Termination for Cause: Either party may terminate immediately if the other party materially breaches this Agreement and fails to cure within fifteen (15) days of notice. 13.4 Effect of Termination: Upon termination: (a) User's access to Services ceases, (b) User shall pay all outstanding fees, and (c) provisions that should survive termination shall survive.

14. DISPUTE RESOLUTION

14.1 Negotiation: The parties shall attempt to resolve disputes through good-faith negotiation. 14.2 Arbitration: Disputes not resolved through negotiation shall be resolved by binding arbitration in accordance with the Company's Arbitration Agreement. 14.3 Governing Law: This Agreement is governed by the laws of the State of Wyoming. 14.4 Venue: Any litigation shall be conducted exclusively in the courts of Laramie County, Wyoming.

15. GENERAL PROVISIONS

15.1 Entire Agreement: This Agreement, together with referenced documents, constitutes the entire agreement between the parties. 15.2 Amendments: This Agreement may only be amended in writing signed by both parties or through Company's standard modification procedures. 15.3 Assignment: User may not assign this Agreement without Company's written consent. Company may assign without restriction. 15.4 Severability: If any provision is unenforceable, the remaining provisions continue in effect. 15.5 Waiver: No waiver is effective unless in writing. 15.6 Notices: Notices shall be sent to the addresses set forth herein or as updated in writing. 15.7 Force Majeure: Neither party is liable for delays due to circumstances beyond its reasonable control.
