

END USER LICENSE AGREEMENT / TERMS OF SERVICE

These End User Terms of Service (the "**End User Terms**") govern Customer's access to and use of the Services provided by OneMeta Inc. ("**OneMeta**" or "**Supplier**") through Avaya LLC ("**Avaya**"). These End User Terms are incorporated into the agreement between Customer and Avaya pursuant to which Customer receives access to the Services (the "**Underlying Contract**"). In the event of any conflict between these End User Terms and the Underlying Contract, the Underlying Contract shall prevail. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Underlying Contract.

1. Definitions.

"Content" means the electronic data and information (including audio, video, transcripts, text, and associated metadata) provided or made available by or on behalf of Customer through its use of the Services, including any content generated from Customer's calls, meetings, or other interactions processed by the Services.

"Customer" means the end-user entity that receives access to the Services through Avaya or an authorized Avaya channel partner pursuant to an Underlying Contract.

"Documentation" means the applicable specifications, user manuals, online help, and self-help guides made available by OneMeta describing the Services.

"End-User" means an individual natural person who is authorized by Customer to access or use the Services.

"Professional Services" means implementation, configuration, integration, training, consulting, or other professional services provided by OneMeta pursuant to a statement of work or other written agreement between OneMeta and Avaya for the benefit of Customer.

"Services" or "SaaS Services" means OneMeta's cloud-based software-as-a-service offerings, including Verbum and related translation, transcription, captioning, and interpretation services, as made available to Customer through Avaya.

2. License and Scope of Use.

2.1 License Grant. Subject to Customer's compliance with these End User Terms and the Underlying Contract, OneMeta grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the applicable service term, solely for Customer's internal business operations and in accordance with the Documentation. The Services are provided on a subscription basis; no title to or ownership of the Services is transferred to Customer.

2.2 Use Restrictions. Customer shall not, and shall not permit any End-User or third party to: (a) copy, modify, adapt, translate, or create derivative works based on the Services; (b) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, algorithms, or underlying models of the Services; (c) sublicense, sell, lease, rent, loan, distribute, or otherwise transfer the Services to any third party; (d) use the Services to develop a competing product or service; (e) remove, alter, or obscure any proprietary notices on the Services; (f) use the Services in violation of applicable law; (g) use the Services to transmit any harmful, unlawful, or objectionable content; or (h) access or use the Services beyond the scope authorized in the Underlying Contract.

2.3 U.S. Government Customers. If Customer is a branch or agency of the United States Government, the following applies: the Services and Documentation are deemed "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Services and Documentation by the U.S. Government will be governed solely by these End User Terms and is prohibited except to the extent expressly permitted herein.

2.4 AI and Model Training Restrictions. Customer acknowledges that the Services incorporate proprietary artificial intelligence and machine learning models owned by OneMeta. Customer shall not: (a) use or access the Services for the purpose of building, training, or improving any artificial intelligence or machine learning model, product, or service (whether for Customer's own use or for the benefit of any third party); (b) systematically scrape, extract, harvest, or collect outputs, data, or other information from the Services for the purpose of training or improving any machine learning or AI system; or (c) use any output of the Services as training data for any model not provided by OneMeta, except with OneMeta's prior written consent.

2.5 Third-Party Services. The Services may enable or require Customer to use, access, or receive products, services, content, or technology provided by third parties (collectively, "**Third-Party Services**"). Any acquisition or use of Third-Party Services is solely between Customer and the applicable third party. OneMeta does not control and is not responsible for any Third-Party Services, whether or not designated by OneMeta as "certified," "integrated," or otherwise.

2.6 Changes to Services. OneMeta may from time to time make updates or changes to the Services (including to the user interface, features, or functionality), including to improve performance, enhance security, or comply with applicable law. OneMeta will not materially decrease the core functionality of the Services during the applicable service term without notifying Customer in advance, unless such change is required to address a security risk, legal requirement, or third-party claim.

3. Ownership, Data Use, and Intellectual Property.

3.1 Content. As between the Parties, Customer retains all right, title, and interest in and to its Content, including all intellectual property rights therein. Customer hereby grants to OneMeta a worldwide, non-exclusive, royalty-free license, during the applicable service term, to use, reproduce, store, process, transmit, display, and otherwise handle the Content solely to: (a) provide the Services to Customer; (b) operate, secure, support, and maintain the Services; and (c) comply with applicable law.

3.2 Anonymized and Aggregated Data. OneMeta may collect and analyze data relating to the provision, use, and performance of the Services. To the extent any such data is derived from Content, OneMeta will de-identify, aggregate, or anonymize such data so that it does not identify Customer, any End-User, or any individual ("**Anonymized Data**"). OneMeta may use Anonymized Data to operate, maintain, secure, and improve the Services and for benchmarking, analytics, and other business purposes, provided that OneMeta does not identify Customer or any End-User as the source of such data without Customer's prior written consent.

3.3 OneMeta Intellectual Property. No title or ownership of the Services or Documentation will be transferred to Customer. As between the Parties, OneMeta has and retains sole and exclusive right, title, and interest in and to the Services, Documentation, and all modifications, enhancements, improvements, and adaptations thereto, including all intellectual property rights therein.

3.4 Feedback. If Customer provides OneMeta with suggestions, enhancement requests, recommendations, or other feedback regarding the Services ("**Feedback**"), Customer hereby grants to OneMeta a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, and sublicensable right and license to use, incorporate, and otherwise exploit such Feedback for any purpose without restriction or obligation to Customer.

4. Customer Responsibilities.

4.1 Account Security. Customer is responsible for maintaining the confidentiality of any account credentials and for all activities that occur under Customer's account. Customer shall promptly notify OneMeta of any unauthorized use of Customer's account.

4.2 Compliance with Laws. Customer shall use the Services in compliance with all applicable laws and regulations, including data protection and privacy laws applicable to Customer's use of the Services.

4.3 Content Responsibility. Customer is solely responsible for the accuracy, quality, integrity, and legality of its Content, including ensuring that Customer has all necessary rights and consents to provide such Content to OneMeta for processing through the Services.

5. Data Protection and Security.

5.1 Security Measures. OneMeta shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Content against unauthorized access, use, disclosure, alteration, or destruction, consistent with industry standards for cloud-based software-as-a-service offerings.

5.2 Data Processing. To the extent OneMeta processes personal data on behalf of Customer in connection with the Services, such processing shall be governed by the applicable data processing addendum between OneMeta and Avaya (or its affiliate).

5.3 Security Incidents. OneMeta shall notify Customer without undue delay upon becoming aware of any security incident that results in the unauthorized access, disclosure, or loss of Content. Such notification shall include, to the extent reasonably available, a description of the nature of the incident, the categories and approximate volume of data affected, and the measures taken or proposed to be taken to address the incident.

6. Export Compliance. Customer shall comply with all applicable export and import control laws, regulations, rules, and licenses (collectively, "Export Laws"). Customer shall not access or use the Services in any country or territory subject to comprehensive U.S. sanctions, or for any purpose prohibited by Export Laws, including for the development, design, manufacture, or production of nuclear, chemical, or biological weapons, or missile technology.

7. Warranties.

7.1 SaaS Services Warranty. OneMeta warrants that, during the applicable service term, the SaaS Services will operate substantially in accordance with the applicable Documentation. In the event of a breach of this warranty, OneMeta will use commercially reasonable efforts to correct the non-conformity. Customer's sole and exclusive remedy for any breach of the foregoing warranty shall be as set forth in Customer's Underlying Contract with Avaya.

7.2 Professional Services Warranty. OneMeta warrants that Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. In the event of a breach of this warranty, OneMeta will re-perform the applicable Professional Services at no additional charge. Customer's sole and exclusive remedy for any breach of the foregoing warranty shall be as set forth in Customer's Underlying Contract with Avaya.

7.3 Exclusions. The warranties in Sections 7.1 and 7.2 will not apply to issues related to: (a) modification of the Services other than by OneMeta; (b) any unauthorized third-party software, hardware, or services operated with the Services; (c) negligence, abuse, or misapplication of the Services; (d) failure to comply with minimum system requirements specified in the Documentation; or (e) failure in Customer's infrastructure, network, or telephony environment.

7.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE END USER TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY ONEMETA TO CUSTOMER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, NOR DOES ONEMETA WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Confidential Information.

8.1 Definition. "**Confidential Information**" means non-public information that one party discloses to the other under these End User Terms and which is either marked as confidential or would reasonably under the circumstances be considered confidential. Confidential Information does not include information that: (a) becomes public through no fault of the receiving party; (b) was already known by the receiving party; (c) is rightfully disclosed by a third party without breach of confidentiality; or (d) is independently developed without use of the disclosing party's Confidential Information.

8.2 Obligations. Each party shall: (a) use the other party's Confidential Information only as necessary to exercise its rights or perform its obligations under these End User Terms; (b) protect the other party's Confidential Information using at least the same degree of care it uses to protect its own confidential information (but not less than reasonable care); and (c) not disclose the other party's Confidential Information to any third party except to its employees, contractors, and advisors who need to know and are bound by confidentiality obligations at least as protective as those herein.

9. Term and Termination.

9.1 Term. These End User Terms shall be effective for the duration of Customer's access to the Services as set forth in the Underlying Contract between Customer and Avaya.

9.2 Termination. These End User Terms shall automatically terminate upon the termination or expiration of Customer's Underlying Contract with Avaya or upon the termination or expiration of the agreement between OneMeta and Avaya pursuant to which the Services are made available, subject to any applicable wind-down period provided for therein.

9.3 Content Retrieval. Upon termination or expiration of Customer's access to the Services, OneMeta shall, at Customer's request made within thirty (30) days of the effective date of termination, return or make available for download Customer's Content in a commercially standard, machine-readable format. After such thirty (30) day period, OneMeta shall have no

obligation to maintain or provide Customer's Content and may delete it in accordance with its data retention policies, unless otherwise required by applicable law.

9.4 Survival. Sections 3 (Ownership, Data Use, and Intellectual Property), 7.4 (Disclaimer), 8 (Confidential Information), 10 (Indemnification), and any other provisions that by their nature should survive, shall survive any termination or expiration of these End User Terms.

10. Indemnification.

10.1 Customer Indemnity. Customer will defend OneMeta from and against any third-party claim to the extent such claim: (a) alleges that any Content infringes or misappropriates such third party's intellectual property rights or violates another right of such third party; or (b) arises from Customer's or any End-User's use of the Services in an unlawful manner or in violation of these End User Terms. Customer will indemnify OneMeta from any losses awarded against OneMeta as a result of such claim.

10.2 Procedures. The indemnifying party's obligations under this Section 10 are conditioned on: (a) prompt written notice of the claim; (b) sole control of the defense and settlement (provided that no settlement may impose any obligation on the indemnified party without its prior written consent); and (c) reasonable cooperation from the indemnified party at the indemnifying party's expense.

11. General Provisions.

11.1 Governing Law; Venue. These End User Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York, New York, and waives any objection to venue in such courts. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding arising out of or relating to these end user terms.

11.2 Assignment. Customer may not assign these End User Terms without OneMeta's prior written consent. OneMeta may assign these End User Terms to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

11.3 Force Majeure. Neither party will be liable for failure in performance of its obligations (excluding payment obligations) to the extent resulting from acts or events beyond its reasonable control, including acts of God, civil or military authority, terrorism, civil disturbance, war, fires, floods, epidemics, pandemics, or acts of government.

11.4 Severability. If any provision of these End User Terms is found to be invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

11.5 Waiver. No failure to enforce any provision of these End User Terms shall constitute a waiver of such provision or the right to enforce it in the future.

11.6 Independent Contractors. OneMeta and Customer are independent contractors. Nothing in these End User Terms creates an agency, partnership, joint venture, or employment relationship between the parties.

11.7 Entire Agreement. These End User Terms, together with the Underlying Contract between Customer and Avaya, constitute the entire agreement between Customer and OneMeta with respect to Customer's access to and use of the Services. These End User Terms may be updated by OneMeta from time to time; any material changes will be communicated through Avaya in accordance with the agreement between OneMeta and Avaya.