LTX MODEL LICENSE TERMS AND CONDITIONS

Last Updated: November 12, 2026

These LTX Model License Terms and Conditions (these "**General Terms**") are entered into as of the Effective Date (as defined in Section 1 (Definitions) below) by and between LTX Inc., if the Customer is incorporated in, or will access or use the LTX Model in, a state of the United States, or Lightricks Ltd., if the Customer is incorporated in, or will access or use the LTX Model in, any country other than the United States ("**LTX**"), and the customer identified in the Ordering Document (as defined in Section 1 (Definitions) below) (the "**Customer**"). LTX and the Customer each are a "**Party**" and collectively the "**Parties**".

The Ordering Document, together with these General Terms and all applicable License Schedules and Documentation, constitute the "**Agreement**." BY ENTERING INTO AN ORDERING DOCUMENT, CUSTOMER AGREES TO BE AND IS BOUND BY THE TERMS OF THE AGREEMENT AND REPRESENTS THAT THE INDIVIDUAL ENTERING INTO THAT ORDERING DOCUMENT HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. The Parties hereby agree as follows:

1. **DEFINITIONS**

All capitalized terms not otherwise defined herein have the meaning set forth below:

1.1. "**Acceptable Use Policy**" means LTX's policy available at https://static.lightricks.com/legal/ltx-acceptable-use-policy.pdf as may be updated from time to time.

1.2. "**Affiliates**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; for purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3. "**Customer's Account**" means Customer's account with LTX.

1.4. "**Customer Data**" means (a) Input, (b) Output, and (c) any other information or data Customer provides or makes available to LTX under this Agreement (including via its Users).

1.5. "**Customer's Service**" means Customer's software product or service that Customer, or anyone on its behalf, makes available to End Users and that utilizes or embeds the LTX Model, or any portion thereof, including all modifications and enhancements thereof, however made, if and as such product or service is designated in the Ordering Document.

1.6. "**Documentation**" means any specifications, manuals, documentation, and other written information, documents and policies that are provided or made available by LTX, including on its webpage, in connection with the LTX Model or otherwise referenced in this Agreement, including, as applicable, the Acceptable Use Policy, Credit Terms, DPA and any Model Information (as defined below).

1.7. "**Effective Date**" means the date of the last signature in the signature page of the first Order Form executed by such Customer or, in the case of a Customer who enters into this Agreement by completing the online registration and ordering process through LTX's website, the date such Customer accepts this Agreement, as further detailed in Section 1.15(b) below.

1.8. "**End Users**" means anyone (including individuals or entities) who interacts with the LTX Model

through Customer's Service. For clarity, Customer's Service may be incorporated or integrated into, or otherwise interact with, products or services offered by or through downstream customers of Customer and, therefore, solely for purposes of this Agreement, all downstream users (individuals or entities) who interact in any manner with the LTX Model are considered End Users of Customer.

1.9. "**Fees**" means all amounts payable by Customer to LTX under this Agreement, as specified in the Ordering Document and further described in the applicable License Schedule.

1.10. "**Input**" means any media (e.g., images, video, audio) files, text, or other data inputted, uploaded or otherwise made available by Customer or its Users to, or processed by, the LTX Model, including prompts and queries.

1.11. "**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade names, service marks, trade dress, trade secrets and any other form of intellectual property rights now or hereafter recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.12. "**License Schedule**" means the schedule to these General Terms that sets forth the additional terms and conditions applicable to Customer's License type, as indicated in the Ordering Document.

1.13. "**LTX Model**" means the LTX model named "LTX" with its sub-version identifier (as such name and/or sub-version identifier may be updated by LTX from time to time) and parts thereof, including any and all associated software, technologies and services (including, if and as applicable, any APIs to the LTX Model made available by LTX), and any current and future releases, sub-models, additional versions and sub-versions, and improvements.

1.14. "**LTX Model Derivatives**" means all modifications to an LTX Model, works based on an LTX Model, or any other model which is created, improved, or initialized by transfer of patterns of the weights, parameters, activations or output of an LTX Model, to such other model, including by distillation methods entailing the use of intermediate data representations or methods based on the generation of synthetic data by LTX-2.x for training the other model. For clarity, LTX Model Derivatives include: (a) any fine-tuned or adapted weights, parameters, or checkpoints derived from an LTX Model; and (b) derivative model architectures that incorporate or are based upon an LTX Model's architecture.

1.15. "**Ordering Document**" means the ordering document for Customer's purchase of the License (as defined in Section 2.1 (License to LTX Model)) for use of the LTX Model that references these General Terms and that Customer enters into by either (a) executing a signed order form with LTX (each an "**Order Form**") or (b) completing the online registration and ordering process through LTX's website and clicking "I Accept", "Log In", "Sign Up" or similar acceptance button, or otherwise accessing and using the LTX Model after being presented with this Agreement.

1.16. "**Output**" means any media (e.g., images, video, audio) files, text, or other data generated by the LTX Model, including as it may be embodied in any Customer's Service, in response to Inputs.

1.17. "**Usage Data**" means usage and metrics information gathered, prepared, computed, originated, or stored by LTX resulting from the access to, or use or provision of, the LTX Model, excluding any Customer Data and provided such information is aggregated and anonymized.

1.18. "**Users**" means all Authorized Customer Users (as defined in Section 3.1 (Authorized Customer Users)) and, if the applicable License Schedule allows for use of the LTX Model in connection with Customer's Service, any and all End Users.

2. PROVISION OF LTX MODEL

2.1. License to LTX Model. During the Term (as defined in Section 11.1 (Term)) and subject to the terms of this Agreement (including Section 2.2 (Restrictions)) and Customer's payment of the Fees, LTX hereby grants Customer a worldwide (excluding any jurisdictions prohibited by applicable law), non-transferable, non-sublicensable, non-exclusive, revocable, and limited license (the "**License**") to access and use the LTX Model in the manner, and solely for the purpose(s), expressly set forth in the applicable License Schedule (the "**Permitted Use**").

2.2. Restrictions. Except as may be expressly permitted in the applicable License Schedule or under Section 2.6 (API Distribution), Customer shall not, and shall not permit any Affiliate or third party (including Users) to: (a) sell, lease, assign, license, sublicense, distribute, make available, or otherwise transfer in whole or in part the LTX Model, an LTX Model Derivative, or any component thereof to any third party; (b) reverse engineer, disassemble, distill, or decompile the LTX Model or the Documentation, or any component thereof, or attempt to discover or disclose the source code of the LTX Model, or any component thereof, unless it is provided to Customer in source code form; (c) encumber, time-share, rent, or lease the rights granted under this Agreement or make the LTX Model, an LTX Model Derivative, or any component thereof, available to any third party through a service bureau, resale or similar model or arrangement or otherwise access or use the LTX Model on behalf of any third party, other than as an integrated component of Customer's Service or as otherwise expressly permitted in the applicable License Schedule; (d) remove, obscure, or alter any notice of Intellectual Property Rights present on or in the LTX Model, the Documentation or any component thereof; (e) make any representations or warranties regarding the LTX Model, including any that are false or misleading or which exceed those contained in this Agreement, or the Documentation; (f) use the LTX Model in a manner that infringes, misappropriates or otherwise violates any third party's rights (including Intellectual Property Rights); (g) attempt to circumvent, modify, remove, degrade, or disable any part of the LTX Model, including any safety or security measures, or any disclosures, metadata, provenance information, latent disclosures, watermarking features or other marking features, or other functionalities included or embedded in the LTX Model or in any Output, or develop, use or make available to any third party any tool or method intended to do so; (h) access or use the LTX Model (including by extracting, distilling or replicating the knowledge, patterns, behavior or capabilities of the LTX Model), or use any Outputs, to directly or indirectly (A) substitute, replace or circumvent the use of any LTX Model or (B) create, train, or improve any foundation generative artificial intelligence models or any other artificial intelligence models, products or services that compete with or perform substantially similar functions as the LTX Model (including by generating video, images, or audio content from text, image, or other prompts); (i) access or use the LTX Model, Customer's Service, Input or Output, in a manner that violates any applicable laws or this Agreement; or (j) access or use the LTX Model or any LTX Model Derivative, in a country or territory where such access or use is prohibited by applicable law, including restriction by the U.S. Office of Foreign Assets Control (OFAC). Customer shall use the LTX Model and/or LTX Model Derivative solely in accordance with the Acceptable Use Policy.

2.3. Changes to the LTX Model.

2.3.1. Changes, Updates or Enhancements. LTX reserves the right, but does not have the obligation, to make changes, patches, bug fixes, updates, enhancements, or other modifications to the LTX Model, or, if applicable, to provide any of the foregoing to Customer for its installation or deployment, from time to time. These modifications may include improvements in functionality, performance, or security and will not materially degrade Customer's use of the LTX Model. LTX will use reasonable efforts to notify Customer in advance of any material changes that may affect use of the LTX Model. Notwithstanding the foregoing, LTX may make any change, update or modification to the LTX Model (including to any markings or related functionality) that LTX considers necessary or appropriate in connection with applicable law, including AI Regulations (as defined below), or with the guidance or request of a competent authority, and no such change shall be deemed to materially degrade Customer's use of the LTX Model for purposes of this Agreement.

2.3.2. Deprecation or Discontinuance. LTX may, at its sole discretion, deprecate or discontinue any LTX Model version (in whole or part) upon providing at least thirty (30) days' prior written notice or without notice where required by law, including an order, mandate, decision or regulation by or from a governmental authority, regulator or court. LTX shall have no liability to Customer arising out of or in connection with such deprecation or discontinuation. Notwithstanding the foregoing, for any deprecation or discontinuation that is not caused by the acts or omissions or other violation of the Agreement by Customer or any Users, LTX will either provide Customer a pro rata refund based upon the unused portion of any prepaid Fees following the date that such deprecation or discontinuance takes effect, or deduct such pro-rated amount from the Fees owed to LTX after such deprecation or discontinuance (as applicable).

2.3.3. Documentation Updates. LTX may, from time to time, update the Documentation, including to improve clarity, accuracy, or to reflect changes to the LTX Model and Customer's or Users' access thereto. LTX will use reasonable efforts to notify Customer of any material changes to the Documentation that may affect Customer's use of the LTX Model, unless such update is necessary for LTX to comply with applicable law. Customer's continued access to or use of the LTX Model following such updates constitutes acceptance of the revised Documentation.

2.4. Compliance Audits. LTX reserves the right, upon reasonable notice and no more than once per calendar year (unless a prior audit revealed a material violation), to audit Customer's and its Users' use of the LTX Model to verify compliance with this Agreement, including the restrictions in Section 2.2 (Restrictions), the permitted uses set forth in the applicable License Schedule, the access and usage of the LTX Model by Users, and the Fees paid to LTX. Such audits may be conducted by LTX or an independent third-party auditor. Customer shall provide all information and cooperation reasonably required by LTX to conduct such audit, including by providing LTX with reasonable access to relevant systems, logs, documentation, and personnel necessary to conduct such audit. If such audit reveals that Customer has violated the terms of this Agreement, Customer shall promptly remediate such violation and reimburse LTX for the reasonable costs incurred in conducting the audit, in addition to any other remedies available to LTX under this Agreement or at law. If such audit reveals that Customer underpaid Fees by more than five percent (5%), Customer shall reimburse LTX for the costs incurred by LTX in relation to the audit in addition to paying any underpaid amounts with 1.5% interest. Notwithstanding the foregoing, Customer shall provide LTX with such information and cooperation as LTX may reasonably request in connection

with any inquiry, request or proceeding of a competent authority relating to the LTX Model, Customer's Service or any Output.

2.5. Model Information. LTX may make available to Customer documentation and information regarding the LTX Model, including as required to enable Customer to comply with obligations applicable to it under AI Regulations ("**Model Information**"). LTX may satisfy any such requirement by making standard Model Information generally available, including on its website or as part of the Documentation. Model Information constitutes LTX's proprietary information and Customer shall use it solely for its own compliance with AI Regulations.

2.6. API Distribution.

2.6.1. *Distribution License*. If and to the extent expressly permitted in the applicable Ordering Document, and subject to the terms of this Agreement and Customer's payment of the Fees, LTX hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable and revocable license, during the Term, to: (a) make the LTX Model available to End Users via Customer's own application programming interface ("**Customer's API**"), either (i) where Customer's License is granted under License Schedule A (API Access), by accessing and using the API solely for such purpose; or (ii) where Customer's License is granted under License Schedule B (On-Premises Access), by hosting the LTX Model (including any permitted Fine-Tuned LTX Model (as defined therein)) on infrastructure owned or controlled by Customer and making it available solely through Customer's API; and (b) use LTX's name and logos and the Documentation solely in connection therewith. Customer's API shall be deemed part of Customer's Service for all purposes of this Agreement, and anyone accessing the LTX Model via Customer's API shall be deemed an End User. Making the LTX Model available via Customer's API in accordance with this Section 2.6 shall not, in and of itself, constitute a breach of Section 2.2 (Restrictions).

2.6.2. *Conditions*. All terms of this Agreement apply to Customer's API and to its use by End Users. In addition, Customer shall: (a) not provide End Users with access to the LTX Model's weights, source code or any other component of the LTX Model, other than the ability to submit Input and receive Output via Customer's API, and implement commercially reasonable measures to prevent the extraction, distillation or replication of the LTX Model through Customer's API; and (b) promptly notify LTX in writing of any actual or suspected unauthorized access to, extraction of, or compromise of the LTX Model, and reasonably cooperate with LTX to investigate and remediate any such incident.

2.6.3. *End User Terms*. Customer shall ensure that End Users of Customer's API are bound by legally enforceable terms at least as protective of the LTX Model and LTX as the LTX Terms. "**LTX Terms**" means LTX's terms of service governing use of the API, available at https://static.lightricks.com/legal/ltx-model-license-terms-and-conditions.pdf, together with the Acceptable Use Policy, each as may be amended from time to time.

2.6.4. *Pricing*. Unless otherwise set forth in the applicable Ordering Document, Customer shall not advertise or offer access to the LTX Model via Customer's API at a price below LTX's then-current published pricing for access to the LTX Model via the API ("**LTX API Pricing**"). Customer may offer such access at a higher price, and, unless otherwise specified in

the Ordering Document, the Fees payable for access to the LTX Model via Customer's API shall be calculated at the higher of LTX API Pricing and Customer's pricing to End Users.

2.6.5. *Usage Tracking and Reporting*. Unless otherwise specified in the Ordering Document, Customer shall implement and maintain accurate tracking of all API calls made, and all Output (including video output seconds) generated, through Customer's API, and shall provide LTX with detailed usage reports no later than seven (7) business days following the end of each calendar month during the Term. Such reports shall include: (a) the total number of API calls made and video output seconds generated through Customer's API during the reporting period; (b) a breakdown of such video output seconds by endpoint, model and resolution; and (c) the prices charged by Customer to End Users for access to the LTX Model via Customer's API during the reporting period. LTX's audit rights under Section 2.4 (Compliance Audits) include the right to audit such usage reports and Customer's underlying usage records, logs and End User pricing records to verify the accuracy of reported usage and the Fees payable. If such audit reveals that Customer underpaid Fees by more than five percent (5%) for any reporting period, such underpayment shall be deemed a material breach of this Agreement and Customer shall reimburse LTX for the reasonable costs of the audit. In any event, Customer shall promptly pay any underpaid amounts, together with interest as set forth in Section 2.4 (Compliance Audits).

3. CUSTOMER RESPONSIBILITIES

3.1. Authorized Customer Users. Customer is solely responsible for designating individuals as users authorized to access the LTX Model under Customer's Account in accordance with this Agreement, including any usage limits specified in an Ordering Document ("**Authorized Customer User(s)**"). Authorized Customer Users may only be individuals who are then-current employees or contractors of Customer, and Customer is responsible for ensuring that no other individuals or entities are designated as Authorized Customer Users. Customer shall ensure that designation of an individual as an Authorized Customer User is immediately terminated when such individual ceases to be an employee or contractor of Customer.

3.2. Responsibility for Users. Customer is solely responsible for all activities by Users in relation to the LTX Model and/or otherwise occurring in connection with Customer's Service, Customer's Account or any user account provisioned in connection therewith.

3.3. Responsibility for Input. Customer acknowledges and agrees that Customer has control over all Input, and Customer is responsible for all Inputs. Customer shall not, and shall ensure that Users shall not, include, upload, post, transmit, submit, input, reproduce or distribute, as part of any Input or otherwise, any material that violates, or the use of which violates, this Agreement (including the Acceptable Use Policy), any copyright or other Intellectual Property Rights, any privacy rights, or any other applicable law. Customer represents and warrants to LTX that it has all rights, consents, licenses, and/or permissions necessary to provide the Input and grant the license to Input (as part of the Customer Data) pursuant to Section 4.2 (Customer's Ownership) and to otherwise provide Input to LTX in connection with Customer's and its Users' use of the LTX Model.

3.4. Responsibility for Output. Customer is responsible for all Outputs. Without limitation to Section 3.5 (Responsibility for Clearance), Customer shall implement and comply with, and shall ensure that

Users comply with policies and practices designed to: (a) prevent Output that violates, or the use of Output in a way that might violate, this Agreement (including the Acceptable Use Policy), any copyright or other Intellectual Property Rights, any privacy rights, or any other applicable law and (b) ensure the accuracy, completeness, and suitability of the Output for the intended purpose, including, where appropriate, use of human review of the Output. Customer is solely responsible for determining the adequacy and effective implementation of these measures and for any decisions, actions or consequences based on use of the Output.

3.5. Responsibility for Clearance. No license or rights to use the name, image, likeness, appearance, voice, persona, sounds, or biographical information of any person, celebrity or otherwise, are granted under the Agreement. Customer shall not, and shall ensure that Users shall not, use the LTX Model to generate Output that contains the name, image, likeness, appearance, voice, persona, or biographical information of any person, celebrity or otherwise (collectively, "**Likeness**"), without securing clearance for such use. LTX does not grant any right, nor makes any representation or warranty, with regard to the use of any Likeness or any other intellectual property or content, whether registered or unregistered, including trademarks, trade dress, images, audio, video, designs, or works of art or architecture depicted in the Output.

3.6. Regulatory Compliance. Customer is solely responsible for ensuring that its use and deployment of the LTX Model, Customer's Service, and all Customer Data comply with all applicable laws, regulations, and regulatory requirements, including any laws or regulations governing artificial intelligence or the development, provision, deployment or use of artificial intelligence systems or models, machine learning, automated decision-making, data protection, consumer protection, and sector-specific regulations applicable to Customer's business or industry that may now, or in the future, be in effect, and together with any LTX Documentation regarding compliance with the same (collectively, "**AI Regulations**"). Customer shall implement all necessary technical, organizational, and procedural measures required by applicable AI Regulations, including any required human oversight, risk assessments, documentation, transparency disclosures, or impact assessments. Customer shall continue to maintain (including within Customer's Services), and shall not remove, disable or circumvent, any safety, security measures, disclosures, metadata, watermarking features, or other functionalities that may be included or embedded within the LTX Model in furtherance of AI Regulations. Customer acknowledges that LTX makes no representation or warranties that the LTX Model complies with any AI Regulations applicable to Customer's specific use case or deployment, and Customer is solely responsible for determining the applicability of, and ensuring compliance with, all such AI Regulations.

3.7. Malicious Code. Customer shall take commercially reasonable actions to prevent the introduction and proliferation of files, scripts, code, or programs that are designed, intended to, or have the effect of disrupting, damaging, or interrupting the LTX Model, in whole or in part, including any viruses, worms, time bombs, trojan horses, and other harmful code ("**Malicious Code**").

4. INTELLECTUAL PROPERTY RIGHTS

4.1. LTX's Ownership. As between Customer and LTX, LTX owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in and to LTX's trademarks, service marks and logos, and in and to the (a) LTX Model; (b) any associated software, technology, and data made available under the Agreement, including APIs; (c) any content or intellectual property that is or was created by, or licensed to, LTX prior to or separate from this Agreement; (d) Documentation; and (e) LTX Model Derivatives and any and all other modifications, enhancements, and derivatives of any of

the foregoing (collectively, "**LTX IP**"), and no title is granted, express or implied, nor will title be deemed assigned, to Customer hereunder in relation to any of the foregoing. Other than Customer's and its Users' rights to access and use or interact (as applicable) with the LTX Model as stated in this Agreement, no other license or grant of access to the LTX Model or other LTX IP, or any Intellectual Property Rights therein, is provided to Customer.

4.2. Customer's Ownership. LTX will not use Customer Data to train the LTX Model. Customer hereby grants LTX and its Affiliates a limited, non-exclusive, royalty-free, worldwide license to collect, host, use, access, view, store, copy, display, create derivative works of, adapt, modify, translate, or otherwise process any Customer Data as necessary to grant the License, provide or make available the LTX Model and/or any associated services to Customer (including generation of Outputs), and otherwise perform or satisfy its obligations under the Agreement. As between Customer and LTX, Customer owns all right, title and interest, including any Intellectual Property Rights, in and to (a) Customer Data (including its Users' Inputs and Outputs); (b) the Customer's Marks (as defined in Section 4.3 (Trademark License)); and (c) the Customer's Service, in each case excluding any LTX IP. Customer acknowledges that, due to the nature of machine learning, Input(s) and Output(s) may not be unique across users, and the LTX Model may generate the same or similar Output(s) for other users of the LTX Model and that Customer's rights in the Output(s) may not be enforceable against other users of the LTX Model.

4.3. Trademark License. Customer hereby grants to LTX a non-exclusive, revocable, transferable, sub-licensable, worldwide license, to use, during the Term, Customer's trademarks, service marks and logos (collectively, "**Customer's Marks**") on LTX's websites or marketing materials in connection with (a) LTX identifying Customer as a customer of LTX; and (b) in sales materials of LTX, including press releases and other public announcements.

4.4. Feedback. Customer is not obligated to provide LTX with Feedback. To the extent Customer provides Feedback to LTX, Customer hereby assigns to LTX all right, title, and interest (including all Intellectual Property Rights) in and to such Feedback. "**Feedback**" means verbal and/or written suggestions, comments or other feedback related to LTX's existing or prospective LTX Model or related services.

5. CONFIDENTIAL INFORMATION

5.1. Definition. As used herein, "**Confidential Information**" means non-public information provided under this Agreement that the disclosing party designates at the time of disclosure as being confidential or which, under the circumstances surrounding the disclosure, the receiving party knows or has reason to know should be treated as confidential without the need to be marked as such. Without limiting the foregoing, Confidential Information will include any information regarding a party's financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how and technology. The LTX Model, any pricing information, and the terms and conditions of this Agreement will be deemed LTX's Confidential Information. Notwithstanding the foregoing, nothing received by a receiving party will be construed as Confidential Information which: (a) is generally available to the public without breach of this Agreement or other applicable agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is rightfully known to the receiving party prior to such disclosure; or (d) is, at any time, developed by the receiving party independent of any such disclosure from the disclosing party.

5.2. Non-Disclosure. The Parties agree to use all reasonable care to prevent disclosure of the other Party's Confidential Information to any third party. Notwithstanding the foregoing, either Party may disclose Confidential Information to its employees, consultants, and other third-party providers solely to the extent necessary to exercise its rights or obligations under this Agreement, provided that the Party has a non-disclosure agreement in place with such third-party provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement and provided that the receiving Party remains responsible for any breach of this Section 5 by such providers, as if such breach was done by that Party. The foregoing notwithstanding, the receiving Party may disclose the disclosing Party's Confidential Information to the minimum extent legally required if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving Party must, to the extent permissible, give the disclosing Party prompt written notice, obtain or allow for a reasonable effort by the disclosing Party to obtain a protective order prior to disclosure, and reasonably cooperate with disclosing Party at disclosing Party's request.

5.3. Time Limit. Upon any termination or expiration of this Agreement, the receiving Party will continue to maintain the confidentiality of the disclosing Party's Confidential Information for five (5) years thereafter, except that source code will be held in confidence for perpetuity and any other trade secret will be held in confidence for as long as such information remains a trade secret under applicable law, but in no event for less than five (5) years following termination or expiration of this Agreement.

6. PRIVACY

Without limitation to any privacy and/or security obligations of either Party set forth in the License Schedule, LTX will process Personal Data that it may collect or obtain under this Agreement related to Customer's Users' access and use of the LTX Model in accordance with its Privacy Policy, as may be updated from time to time. Without derogating from the above, LTX shall have the right to collect, use, analyze, and otherwise process Usage Data and textual prompts included in the Input for any purpose, including analytics, product improvement, research, and development, provided that such data is aggregated and anonymized.

7. FEES AND PAYMENT

7.1. Fees. In consideration for the License granted to Customer under this Agreement, Customer agrees to pay LTX the Fees stated or referenced in the applicable Ordering Document and as such Fees are further described in the applicable License Schedule. All Fees paid are non-refundable, except as otherwise expressly stated in this Agreement.

7.2. Payment Terms. Unless otherwise stated in the Ordering Document or applicable License Schedule, payments to LTX will be made no later than thirty (30) days after the invoice date in accordance with the wire transfer instructions provided by LTX. If Customer, in good faith, reasonably disputes any portion of an invoice, Customer must provide written notice and documentation to LTX within five (5) business days following the date of that invoice explaining in sufficient detail Customer's reason for disputing the invoice, otherwise Customer waives its right to dispute that invoice. All payments will be made in US Dollars or such other currency expressly set forth in the Ordering Document.

7.3. Past-Due Payments. If any payment by Customer of any undisputed amount is past-due, LTX may (a) suspend Customer's License and access to the LTX Model upon five (5) days' written notice and, if applicable, revoke all access to Credits, until Customer has paid in full all outstanding amounts, including any applicable late fees; (b) terminate this Agreement and the License in accordance with Section 11.2 (Termination for Breach), and/or (c) pursue all available legal and equitable remedies for breach of contract, including but not limited to injunctive relief requiring Customer to cease all use of the LTX Model until all outstanding amounts, including any applicable late fees are paid in full. LTX also reserves the right to charge a fee equivalent to 1.5% per month on all undisputed amounts past due.

7.4. Taxes. All Fees and other monies payable by Customer under this Agreement are exclusive of any taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), duties, or similar charges imposed by any governmental authority (collectively, "**Taxes**"). Customer shall be responsible for the payment of all applicable Taxes, except for any taxes based solely on LTX's income. If LTX is required to collect or remit any Taxes related to the License, such Taxes will be invoiced to and paid by Customer, unless Customer provides LTX with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to indemnify and hold LTX harmless from any claims, liabilities, or expenses related to Customer's failure to pay any applicable Taxes.

7.5. No Set-Off. Customer will not set off or offset against the Fees any amounts that Customer claims are due to Customer by LTX. Customer will bring any claims or causes of action Customer may have in a separate action and waives any rights Customer may have to offset, set off, or withhold payment of any Fees or other amounts due hereunder.

8. INDEMNIFICATION

8.1. LTX's Indemnification Obligations. During the Term, LTX agrees to defend Customer and its Affiliates (including Customer's and its Affiliates' directors, officers and employees) (each a "**Customer Indemnified Party**") against any third party claim, action, suit or proceeding alleging that Customer's use of the LTX Model, in accordance with the terms of this Agreement, infringes any third party Intellectual Property Right ("**IP Claim**") and shall indemnify and hold harmless the Customer Indemnified Parties against the liabilities, damages and costs directly arising from such IP Claim that are finally awarded by a court of competent jurisdiction against Customer Indemnified Parties or, if applicable, any settlement amounts negotiated and agreed to by LTX.

8.2. Exclusions to LTX's Indemnification Obligations. LTX has no obligation under Section 8.1 (LTX's Indemnification Obligations) in connection with any IP Claim that arises or results from: (a) any LTX Model Derivative or other modification or transformation to the LTX Model not conducted by LTX, including any modification or fine-tuning of the LTX Model by Customer or its Users or any third party; (b) combination of the LTX Model with products, material, data or services not provided by LTX; (c) Customer's or its Users' use of or interaction with the LTX Model in violation of this Agreement or applicable law (including AI Regulations); (d) Customer's or its Users' failure to use or install, as applicable, any updates, modifications, safety features, functionalities or corrections to the LTX Model made available by LTX; (e) Customer Data; or (f) Customer's Service.

8.3. Mitigation. If LTX receives an IP Claim from Customer or from any other of its customers, or reasonably believes that the likelihood of such an IP Claim exists, at its option and its expense, LTX may (a) replace or modify the LTX Model or the allegedly infringing element thereof, (b) obtain a

license for Customer (including its Users) to continue using the LTX Model, or (c) terminate this Agreement and refund any pre-paid but unused Fees applicable to the affected LTX Model. IN THE CASE OF (c) ABOVE, SUCH REFUND WILL BE CUSTOMER'S (INCLUDING ITS USERS') SOLE AND EXCLUSIVE REMEDY FOR LTX'S TERMINATION OF THIS AGREEMENT PURSUANT TO THIS SECTION 8.3. Customer shall promptly comply with all reasonable instructions provided by LTX with respect to (a) and (b), including any instruction to replace, modify or update, or cease use of the LTX Model.

8.4. Customer Indemnification Obligations. Customer agrees to defend, indemnify and hold LTX and its Affiliates (including LTX's and its Affiliates' directors, officers, and employees) (each an "**LTX Indemnified Party**") harmless against any claim, action, suit or proceeding brought by a third party resulting from or arising out of: (a) Customer's or its Users' use of the LTX Model, Output, or Customer's Service in violation of this Agreement or applicable law (including AI Regulations); or (b) Customer's Service (to the extent such LTX Claims arise independently of the inclusion of the LTX Model in Customer's Service) and/or any LTX Model Derivative, or other modification or fine-tuning of the LTX Model by or on behalf of Customer, including in each case any allegations that Customer's Service or any such LTX Model Derivative, or the use thereof, infringes or misappropriates a third party's Intellectual Property Rights (collectively, "**LTX Claims**") and shall pay the LTX Indemnified Parties for the damages and costs finally awarded by a court of competent jurisdiction against the LTX Indemnified Parties or any settlement amounts attributable to such LTX Claims.

8.5. Indemnification Procedures. The indemnifying Party's obligations under this Section 8 are subject to the indemnified Party: (a) promptly providing the indemnifying Party with notice of an IP Claim or LTX Claims, as applicable, provided that the indemnifying Party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense is materially prejudiced by a failure to give such notice; (b) allowing the indemnifying Party sole control over the defense thereof and related settlement negotiations; and (c) reasonably cooperating in response to the indemnifying Party's requests for assistance. The indemnified Party may participate in the defense with counsel of its choice at its own expense. The indemnifying Party may not, without the indemnified Party's prior written consent (not to be unreasonably withheld), enter into any settlement that imposes any obligation on, or requires any admission by, the indemnified Party, other than the payment of amounts fully covered by the indemnifying Party.

9. LIMITATION OF LIABILITY

9.1. LIMITATIONS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. CAP ON LIABILITY.

9.2.1. GENERAL CAP. SUBJECT TO SECTIONS 9.2.2 AND 9.2.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE LOWER OF (I) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO LTX IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY; OR (II) $500,000 (THE "**GENERAL**

CAP").

9.2.2. INDEMNIFICATION CLAIMS. LTX CLAIMS AND IP CLAIMS SHALL NOT BE SUBJECT TO SECTION 9.2.1, PROVIDED HOWEVER THAT LTX'S TOTAL AGGREGATE LIABILITY ARISING OUT OF AN IP CLAIM SHALL NOT EXCEED $1,000,000 (AND NOT ON A PER-INCIDENT OR PER-CLAIM BASIS) (THE "**INDEMNITY CAP**").

9.2.3. EXCLUSIONS. THE CAPS SET FORTH IN SECTIONS 9.2.1 AND 9.2.2 SHALL NOT APPLY TO: (A) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); (B) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (C) CUSTOMER'S PAYMENT OBLIGATIONS TO LTX OR ITS OBLIGATIONS UNDER SECTION 7.4 (TAXES); (D) CUSTOMER'S BREACH OF THE ACCEPTABLE USE POLICY, INFRINGEMENT BY CUSTOMER OR ITS USERS OF LTX'S INTELLECTUAL PROPERTY RIGHTS, OR ANY LTX CLAIMS. NOTWITHSTANDING THE FOREGOING, LTX'S LIABILITY ARISING OUT OF ANY IP CLAIM SHALL REMAIN SUBJECT TO THE INDEMNITY CAP. NO PARTY SHALL RECOVER MORE THAN ONCE FOR THE SAME LOSS.

9.2.4. SEPARATE CAPS. THE GENERAL CAP AND THE INDEMNITY CAP ARE SEPARATE AND INDEPENDENT. AMOUNTS PAID OR PAYABLE IN RESPECT OF LIABILITY SUBJECT TO ONE CAP SHALL NOT COUNT TOWARD OR REDUCE THE OTHER. THE CAPS IN THIS SECTION 9.2 APPLY IN THE AGGREGATE TO ALL CLAIMS UNDER THIS AGREEMENT AND NOT ON A PER-INCIDENT OR PER-CLAIM BASIS.

10. DISCLAIMERS

10.1. Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE LTX MODEL AND ALL OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, LTX, ON BEHALF OF ITSELF, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE LICENSORS, CONTRACTORS AND SUPPLIERS, MAKES NO REPRESENTATION OR WARRANTY THAT: (A) CUSTOMER'S OR USERS' USE OF THE LTX MODEL WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE LTX MODEL OR ANY OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT OR RELIABLE OR MEET CUSTOMER'S REQUIREMENTS; OR (C) DEFECTS OR ERRORS IN THE LTX MODEL OR ANY OUTPUT WILL BE DISCOVERED OR CORRECTED. LTX HAS NO DUTY OR OBLIGATION TO MONITOR, VERIFY, CORRECT, COMPLETE, UPDATE OR OTHERWISE MAINTAIN ANY INFORMATION OR MATERIALS DISPLAYED IN OR ARISING OUT OF THE LTX MODEL OR OUTPUT. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW, LTX MAKES NO ADDITIONAL EXPRESS WARRANTIES AND EXPRESSLY DISCLAIMS AND EXCLUDES, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ANY AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE IN TRADE. LTX FURTHER DISCLAIMS ALL RESPONSIBILITY OR LIABILITY FOR MODELS PROVIDED ON AN OPEN-SOURCE, BETA OR TRIAL BASIS, AND ANY DELAY, INTERRUPTION, FAILURE OR OTHER ISSUE ARISING IN RELATION TO THE FOREGOING, CUSTOMER'S NETWORK OR INTERNET SERVICE PROVIDER OR OTHER SYSTEMS OR NETWORKS OUTSIDE LTX'S REASONABLE CONTROL.

10.2. Risks of Input and Output. Customer further acknowledges and agrees that: (a) artificial intelligence and machine learning systems, including the LTX Model, may generate Output that contains errors, inaccuracies, inconsistencies, or fabricated information (sometimes referred to as "hallucinations"); (b) the LTX Model may reflect or amplify biases present in training data or produce biased Output; (c) Output may be incomplete, unreliable, or unsuitable for Customer's

intended purpose; and (d) the LTX Model's performance, accuracy, and results may vary significantly based on the Input, configuration, deployment environment, and other factors beyond LTX's control.

11. **TERM AND TERMINATION**

11.1. Term. The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, remains in effect for the period specified in the Ordering Document ("**Term**").

11.2. Termination for Breach. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within fourteen (14) days following written notice specifying the breach. Any breach by Customer of Sections 2.1 (License to LTX Model), 2.2 (Restrictions), 3 (Customer Responsibilities), or 4 (Intellectual Property Rights), and any breach by either Party of its obligations under Section 5 (Confidential Information), shall be considered a material breach of this Agreement. In addition, if Customer or any of its Affiliates (a) initiates or participates in any claim, action, or proceeding against LTX or any of its Affiliates alleging that the LTX Model, or any portion thereof, infringes, misappropriates, or otherwise violates any Intellectual Property Rights of Customer, its Affiliates or any third party, and/or (b) seeks injunctive or other equitable relief in violation of Section 13.2 (Injunctive Relief), this Agreement and all licenses granted hereunder shall terminate automatically and immediately without further notice.

11.3. Suspension of Access. Without limitation to its termination rights or other remedies, LTX may suspend or revoke the License or otherwise limit or restrict access to and/or use of the LTX Model by Customer or, at LTX's sole discretion, individual Users, at any time: (a) if LTX reasonably believes that Customer is using the LTX Model in violation of applicable law or the Agreement; (b) if LTX reasonably determines that Customer's use of the LTX Model adversely affects or interferes with the normal operation of the LTX Model in a material manner; (c) if LTX is prohibited by an order of a court or other governmental agency from providing the LTX Model (in whole or part); (d) for Customer's non-payment of any Fees due and payable to LTX within ten (10) days of the date on which payment is due under the applicable Ordering Document; or (e) if LTX reasonably believes there is or could be Malicious Code in the LTX Model, or a security incident, that threatens the security of the LTX Model, Customer Data, or LTX's Confidential Information. LTX will use commercially reasonable efforts to notify Customer before such suspension, but LTX reserves the right to exercise its suspension rights automatically, and/or otherwise without prior notice if it reasonably believes suspension is necessary to protect its interests in, or the integrity or security of, the LTX Model, or is otherwise required by law or a governmental or regulatory authority, including AI Regulations. LTX will promptly restore Customer's and its Users' access to the LTX Model (as applicable) if and to the extent the cause of the suspension has thereafter been addressed or otherwise sufficiently remediated. LTX will have no liability for any damages, liabilities, or losses resulting from any suspension or limitation of Customer's or its Users' access to or use of the LTX Model in accordance with this Section; provided however that in the event of any suspension pursuant to (c) or (e) that is not caused by the acts or omissions or other violation of the Agreement by Customer or any Users, LTX will either provide Customer a pro rata refund based upon the unused portion of any prepaid Fees following the date of such suspension, or deduct such pro-rated amount from the Fees owed to LTX after such suspension (as applicable). Any suspension will not toll or suspend Customer's obligation to pay invoiced Fees, and all outstanding invoices remain due and payable in accordance with their original payment terms.

11.4. Effect of Termination. Upon termination or expiration of this Agreement: (a) all rights and licenses granted to Customer under the Agreement will immediately cease, and Customer and its Users must immediately cease using the LTX Model, including by removing such LTX Model from, disabling access to such LTX Model through, and otherwise ceasing to use or make available such LTX Model as part of, Customer's Service, and, if applicable, destroy any copies of the LTX Model in Customer's possession, and promptly provide certification of such cessation and destruction upon LTX's reasonable request; (b) any Fees that have accrued or are otherwise owed under this Agreement shall become immediately due and payable by Customer; (c) no refund of Fees will be provided, and any unused prepaid amounts will be forfeited without refund, except if Customer terminates this Agreement pursuant to Section 11.2 (Termination for Breach) due to LTX's material breach, in which case LTX will provide Customer a pro rata refund of any prepaid unused Fees; (d) each Party will return or destroy (or in the case of electronic information, render practically inaccessible) the Confidential Information of the other; and (e) LTX will cease use of Customer's Marks, provided nothing in this Agreement shall require LTX to remove or modify prior use of Customer's Marks in physical media or any third-party website. Except as expressly stated herein, termination of this Agreement will not limit either Party from pursuing any other remedies available to it, including injunctive relief. The Parties' rights and obligations under Sections 1, 2.2, 3, 4 (other than 4.3), 5, 7.1, 8-10, 11.4, 12 and 13 and any other provision in the Agreement which by its nature is intended to survive will survive the expiration or termination of this Agreement.

12. GOVERNING LAW; DISPUTE RESOLUTION

Without limitation to a Party's rights under Section 13.2 (Injunctive Relief), a Party's rights to terminate this Agreement, or LTX's rights under this Agreement to suspend the License, the Parties agree that this Section 12 will govern all disputes arising out of or relating to this Agreement to the maximum extent permitted by law. To initiate a dispute, a Party must first send written notice to the other Party describing the nature of the dispute, the potential claims or causes of action, and the relief sought. The Parties will then endeavor to resolve the dispute through good faith negotiations for a period of not less than thirty (30) days after receipt of the written notice. No Party may file a claim or cause of action relating to the dispute (except to the extent permitted by Section 13.2) before expiration of that thirty-day period. If the Parties are unable to resolve the dispute within thirty days, either Party may bring a claim or cause of action in the federal or state courts, as applicable, located in the County of New York within the State of New York. The Parties hereby irrevocably consent to the exclusive and personal jurisdiction of, and venue in, the federal and state courts located in the County of New York within the State of New York. The Parties agree that each of them may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class actions and private attorney general actions are not allowed. Any claim or cause of action must be initiated under this Section 12 within two (2) years after the date on which the Party knew or reasonably should have known of the facts giving rise to such claim or cause of action. Any claim or cause of action not brought within such two (2) year period shall be deemed irrevocably waived. The Parties agree that this Agreement, and any unresolved controversy or claim, shall be governed by and construed under the laws of the State of New York, without reference to principles and laws relating to the conflict of laws. To the extent permitted by law, choice of laws rules and the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act will not apply. Each Party hereby knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim.

13. GENERAL

13.1. Interpretation. If a term is not defined in the Agreement, then the term shall be interpreted in

accordance with its generally understood meaning in the industry or business context in which either Customer or LTX operates as applicable based on the context in which the term is used in the Agreement. Captions, titles and headings to articles and sections of the Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

13.2. Injunctive Relief. Notwithstanding anything to the contrary herein, any breach by Customer of Section 2.2 (Restrictions), and/or Section 4 (Intellectual Property Rights), and any breach by either Party of Section 5 (Confidential Information), will result in harm and economic loss to the other Party not compensable by monetary damages. Subject to the following, either Party will be entitled to immediately seek an injunction against such breach or threatened breach from any federal or state court located in the County of New York within the State of New York that has jurisdiction, in addition to other legal or equitable remedies as set forth herein, and without the need to post a bond or other financial security for such injunctive relief. For avoidance of doubt, Customer agrees the foregoing does not permit Customer to seek any injunctive or other equitable relief against LTX in connection with LTX's deployment and licensing of any LTX Model to any third party. Customer acknowledges and agrees that, other than as expressly permitted under this Section 13.2 with respect to breaches of Section 5 (Confidential Information), any claims Customer may have against LTX arising out of or in relation to this Agreement shall be limited to actions at law for monetary damages (and subject to any limitations of liability set forth herein), and Customer agrees not to seek any injunctive or other equitable relief against LTX for any such claims.

13.3. Anti-Corruption. Neither Party will engage in any deceptive or unethical trade practices or any act which might harm the other Party's reputation or the reputation of each Party's technology. Each Party will comply with all applicable anti-corruption laws and regulations ("**Anti-Corruption Laws**") including the United States Foreign Corrupt Practices Act and the UK Bribery Act, irrespective of whether such Party is legally subject to it. Neither Party will cause the other Party to violate any Anti-Corruption Laws in connection with any activities related to or arising out of this Agreement.

13.4. Export Controls. The LTX Model is provided subject to the U.S. Export Administration Regulations and the regulations of other jurisdictions (e.g., the European Union). Diversion contrary to applicable law is prohibited. Without limiting the foregoing, Customer warrants that: (a) Customer is not, nor is it acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States or other applicable government body has prohibited export transactions (e.g., Iran, North Korea, etc.); (b) Customer is not, nor is it acting on behalf of, any person or entity listed on a relevant list of persons to whom export is prohibited (e.g., the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department Denied Persons List or Entity List, etc.); and (c) Customer shall not use the LTX Model for, and will not permit the LTX Model to be used for, any purpose prohibited by applicable law or in any jurisdiction where use of the LTX Model is prohibited.

13.5. Assignment. Neither Party may transfer or assign its rights under this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, each Party may, upon written notice to the other Party, assign this Agreement, and such assignment is hereby expressly consented to, to an Affiliate or a third party in connection with the sale, merger, acquisition, reorganization, restructuring or other corporate combination involving all or substantially all of its assets to a third party ("**Corporate Transaction**"), so long as the assignee assumes in writing all of the assigning Party's obligations and liabilities hereunder; provided however that Customer shall not assign this

Agreement or any of its rights hereunder to a competitor of LTX without LTX's prior written consent and provided further that if any Customer Corporate Transaction is with a third party, unless otherwise agreed by Customer and LTX in writing, this Agreement shall automatically terminate at the end of the then-current Term. Any attempted assignment in violation of this Section 13.5 is void. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

13.6. Severability. If any provision or part of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the Parties intend that the court will modify the Agreement to the extent necessary to give effect to the intent manifested by the provision or that part of the Agreement such that the same or substantially the same result is achieved. If any provision or part of this Agreement cannot be made valid and enforceable, the Parties intend that the court will sever and delete the illegal, invalid, or unenforceable provision or part from this Agreement, and the remaining provisions or parts of this Agreement will continue in full force and effect.

13.7. Waiver of Breach. No delay or omission by either Party to exercise any right or power arising upon the other Party's nonperformance or breach will impair that right or power or be construed as a waiver of it. Any waiver must be in writing and signed by the waiving Party. A waiver on one occasion will not be construed as a waiver of any subsequent event of nonperformance or breach.

13.8. Force Majeure. Performance under this Agreement will be postponed automatically to the extent that either Party is prevented from meeting its obligations by causes beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

13.9. Notices. All notices under this Agreement must be in writing and will be deemed to have been duly given upon: (a) personal delivery; (b) three days after sending via certified, registered mail, or deposit with a recognized courier; or (c) receipt of email sent to the email address provided by the Parties in this Agreement with proof of successful delivery and without any bounce back or out-of-office message. Any email notices from a Party to the other Party regarding any dispute, breach, termination, or indemnification request must be promptly followed by written notification to the other Party by personal delivery or postal mail to be deemed effectively given and received. All email notices to LTX will be sent with a copy to legal@ltx.io. Unless stated otherwise, all references to a date or time of day in this Agreement are references to that date or time of day in New York City, New York. If any date specified in this Agreement as the only day, or the last day, for taking action falls on a day that is not a business day, then that action may be taken on the next business day, where business day means a day (i) other than Friday, Saturday or Sunday and (ii) on which commercial banks are open for business in New York City, New York and Jerusalem, Israel.

13.10. No Agency. The Parties acknowledge that each is an independent contractor, and nothing herein constitutes a joint venture, partnership, or distributor relationship. Neither Party has the right to vary any policies, conditions, representations or warranties made by the other Party, and neither Party has the right to bind or act for the other Party as an agent or in any capacity except as expressly provided in writing by amendment to this Agreement.

13.11. No Third-Party Beneficiary. Nothing contained in this Agreement will be deemed to create, or be

construed as creating, any third-party beneficiary right of action upon any third party in any manner whatsoever.

13.12. Entire Agreement. This Agreement, including these General Terms and all Ordering Documents, License Schedules and Documentation, contains the complete and exclusive statement of the agreement between the Parties with respect to the products and services provided thereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of any part of this Agreement will be effective unless it is set forth in writing and is signed by the Parties.

13.13. Order of Precedence. If there is any conflict or inconsistency between the parts of the Agreement, the following order of precedence will apply: (a) the Ordering Document (solely to the extent a provision in such Ordering Document is expressly provided to override a provision in these General Terms, or the applicable License Schedule pursuant to this Section 13.13(a) and provided that such controlling provision only applies to that Ordering Document and no other Ordering Documents); (b) the applicable License Schedule; (c) these General Terms; (d) the Ordering Document (other than as specified in Section 13.13(a)); to the extent applicable, (e) the DPA; (f) the Credit Terms; and (g) any other Documentation.

License Schedule A

API Access

This License Schedule A – API Access is a schedule to the General Terms to which it is attached and forms a part of the Agreement. This License Schedule applies where the applicable Ordering Document indicates that Customer will access and use the LTX Model through the application programming interface ("**API**") made available by LTX hereunder. The terms and conditions set forth in this License Schedule apply in addition to those set forth in the General Terms and in the event of any conflict between this License Schedule and the General Terms (or any other part of the Agreement), precedence shall be determined in accordance with Section 13.13 (Order of Precedence) of the General Terms. Capitalized terms used but not defined in this License Schedule shall have the meaning ascribed to such terms in the General Terms.

1. **LTX MODEL ACCESS AND USE**

1.1. Permitted Use. Customer's License to the LTX Model under this License Schedule shall include only the following rights, which shall be deemed Customer's Permitted Use, subject in all cases to the restrictions set forth in Section 2.2 (Restrictions) of the General Terms: (a) Customer and its Authorized Customer Users may access and use the LTX Model through LTX's API for Customer's internal business operations in accordance with the Documentation; (b) Customer may utilize the LTX Model in Customer's Service to be used by End Users in accordance with the Documentation; and (c) if and to the extent expressly permitted in the applicable Ordering Document, Customer may make the LTX Model available to End Users via Customer's API in accordance with Section 2.6 (API Distribution) of the General Terms.

1.2. API Keys. Customer and its Authorized Customer Users shall access and use the LTX Model via the API using the unique authentication credentials (including keys, tokens, or similar identifiers) generated by or issued to Customer through the LTX Model platform or console (the "**API Keys**"). Customer is responsible for maintaining the confidentiality and security of all API Keys and for all activities that occur using such API Keys. Upon termination or expiration of the Agreement, all API Keys will expire immediately.

1.3. API Access. LTX reserves the right to change or update the API and/or any of its materials for accessing the LTX Model via the API. Such changes or updates may require Customer to update Customer's Service to continue functioning properly with the LTX Model, and it is Customer's sole responsibility at its expense to make any such updates or changes to Customer's Service to maintain interoperability.

2. **PRIVACY AND SECURITY**

2.1. Personal Data. For purposes of this License Schedule, "**DPA**" means the data protection agreement entered into between the Parties, located here: https://static.lightricks.com/legal/LTX-2%20DPA%20.pdf (or as otherwise presented during online acceptance of the Agreement) as may be amended from time to time. Each Party agrees to comply with its respective obligations under Data Protection Laws that apply to such party regarding the processing of Personal Data (as such terms are defined under the DPA) with regards to Personal Data transmitted, shared, disclosed, or provided under the Agreement. In addition, and notwithstanding anything to the contrary under the Agreement, Customer shall not use any Personal Data unless it has determined and established a legal basis for such use,

considered lawful and legitimate under applicable Data Protection Laws. With regard to Personal Data included in the Inputs, in the event processed by LTX, the Parties shall comply with the provisions of the DPA, which constitutes an integral part of the Agreement.

2.2. Secure Access. Customer is responsible for implementing security measures to ensure strict control over access credentials of all Authorized Customer Users, including all API Keys, and to prevent unauthorized access to Customer's Account and the LTX Model, including taking steps to prohibit sharing of login credentials and API Keys, and requiring the use of strong passwords. Customer shall promptly notify LTX in writing of any actual or suspected unauthorized access to Customer's Account, compromise of any API Keys, or use of the LTX Model that comes to Customer's attention. Upon notification of any compromised API Keys or at Customer's request, LTX will deactivate the affected API Keys, and Customer may generate new API Keys through the LTX console.

2.3. Security Controls. LTX has achieved certification of compliance with ISO 27001 (Information Security Management Systems). LTX shall implement and maintain a written information security program that incorporates administrative, technical, and physical safeguards designed to ensure the security, confidentiality, and integrity of Customer Data. Such safeguards will be commensurate with the size and complexity of LTX, the nature and scope of its activities, and the sensitivity of the Customer Data. Upon request by Customer, LTX will provide to Customer, without charge, a copy of (a) its most recent third-party security audit report against a recognized industry standard (for example, ISO 27001) and/or (b) compliance certificates for its hosting provider that are available to LTX and are allowed to be shared with third parties.

2.4. Security Breaches. If either Party suspects that there may be or has been unauthorized access or use of Customer Data or the LTX Model (including the API) (a "**Security Breach**"), that Party will promptly notify the other Party with confirmation of such notification in writing. Each Party will take such actions and measures as may be reasonably necessary or appropriate to mitigate, or protect against, any loss, liabilities, or damages to Customer or LTX (including preventing any further Security Breach) and will keep each other reasonably informed of all material developments in connection with such Security Breach.

3. **FEES AND ADDITIONAL PAYMENT TERMS.**

3.1. Credit-Based Fees. All Fees under this License Schedule are based on Credits, where "**Credits**" means the usage units purchased by Customer that can be used to access the LTX Model via API calls, where each Credit corresponds to one U.S. Dollar ($1.00) in value and is consumed based on LTX's then-current pricing applicable to each API call to the LTX Model, as published on the LTX Model pricing page or as otherwise specified in the Ordering Document, and as may be updated by LTX from time to time in accordance with this License Schedule ("**Pricing**"). For purposes of this License Schedule, (a) "**Credit Period**" means the twelve (12) month period during which the applicable Credits may be used, commencing on the date such Credits are issued to Customer's Account and (b) "**Credit Balance**" means the total amount of unused, unexpired Credits available in Customer's Account at any given time.

3.2. Credit Terms. All purchases and use of Credits under this License Schedule are governed by the LTX Model API Credit Terms available at https://static.lightricks.com/legal/ltx-2-api-credit-terms.pdf, as may be amended from time to time ("**Credit Terms**"). The Credit Terms are Documentation that forms a binding part of the Agreement.

3.3. Pricing Changes. LTX may modify the Pricing for API calls at any time by updating the LTX Model pricing page. Pricing changes apply to all Customers immediately upon the effective date identified on such Pricing page. Each Credit will remain valued at one U.S. Dollar ($1.00), but the rate at which Credits are consumed, or Fees are otherwise calculated, will change based on the new Pricing.

3.4. Payment Models. Customer's payment obligations and the manner in which Fees are calculated and charged depend on the applicable payment model selected by or applicable to Customer, as further detailed below. All Fees paid or charged, and all Credits purchased, are non-refundable, except as expressly stated in this License Schedule or the Agreement.

3.4.1. *Minimum Annual Commitment Model*. Customer may commit to purchase a minimum amount of Credits annually (the "**Minimum Annual Commitment**"), as such amount is specified in the Order Form. Customers with a Minimum Annual Commitment shall pay the applicable Minimum Annual Commitment amount in full upon execution of the Order Form. Upon receipt of such payment, LTX will issue Credits to the Credit Balance in Customer's Account equal to the amount paid (i.e., each U.S. Dollar paid equals one Credit). Credits may be used by Customer during the applicable Credit Period to make API calls to the LTX Model, with each API call consuming Credits from Customer's Credit Balance based on the then-current Pricing. Credits are valid only during the applicable Credit Period and any unused Credits will expire at the end of the Credit Period without refund or rollover to the next Credit Period. Unless Customer provides written notice of non-renewal of the Agreement at least thirty (30) days prior to the end of the then-current Credit Period for the Minimum Annual Commitment, the Minimum Annual Commitment and associated Agreement will automatically renew for successive Credit Periods, at the same Minimum Annual Commitment amount specified in the applicable Order Form, and Customer hereby authorizes LTX or its third-party payment processors to charge the same Minimum Annual Commitment amount to Customer's payment method on file upon commencement of each renewal Credit Period. Upon each renewal and receipt of payment, LTX will issue additional Credits to Customer's Account for the new Credit Period. If at any time Customer does not have sufficient available Credits in its Credit Balance at the time an API call is made, such API call will be unsuccessful. Customer is responsible for monitoring and managing its Credit usage and Credit Balance and LTX is not responsible for any interruption in access to or use of the LTX Model as a result of insufficient Credits. Customer may increase its Credit Balance at any time by purchasing additional Credits through the LTX Model console, which will be added to Customer's Credit Balance and such Credits will have their own Credit Period commencing on the date of such purchase. Such additional Credit purchases do not modify the original Minimum Annual Commitment amount specified in the Order Form, and the automatic renewal described above will apply only to the original Minimum Annual Commitment amount. Additional Credit purchases will not be applied towards or otherwise reduce the amount of the Minimum Annual Commitment for any renewal period. Any suspension of the LTX Model as a result of Customer's failure to pay Fees will not extend the Credit Period, and Credits will continue to expire in accordance with this License Schedule during any period of suspension. Upon termination or expiration of the Agreement, any unused Credits in Customer's Account will be forfeited without refund, except as otherwise required by applicable law or as expressly provided in Section 11.4 (Effect of Termination) of the General Terms.

3.4.2. *Pay As You Go Model*. Customers who select the "**Pay As You Go**" model via their Order Form, or who enter into the Agreement by completing the online registration and ordering process through LTX's website, are not required to commit to an annual minimum amount of Credits to access and use the LTX Model under this License Schedule and instead may load funds to their Account at any time. Upon receipt of payment, such funds will be automatically converted into Credits and added to Customer's Credit Balance in the Customer's Account at a one-to-one ratio (i.e., each U.S. Dollar loaded equals one Credit). Credits may be used to make API calls to the LTX Model, with each API call consuming Credits from Customer's Credit Balance based on the then-current Pricing. Credits are valid only during the Credit Period and unused Credits will expire at the end of the Credit Period applicable to the purchase of such Credits without refund. In the event Customer purchases Credits on multiple occasions, Credits will be consumed in the order in which they were purchased (i.e., first purchased, first consumed), and each batch of Credits purchased will have its own separate Credit Period commencing on the date of such purchase. Unless Customer has enabled the "Auto Top Up" function available in the LTX Model console ("**Automatic Top-Up"**), there is no automatic renewal of Credits, and if Customer does not have sufficient available Credits at the time an API call is made, such API call will be unsuccessful. Customer is responsible for monitoring and managing its Credit usage and Credit Balance, and LTX is not responsible for any interruption in access to or use of the LTX Model as a result of insufficient Credits. Customer must manually load additional funds to obtain more Credits or use the Automatic Top-Up. Use of the Automatic Top-Up function is subject to the Credit Terms. When using Automatic Top-Up, Customer authorizes LTX and its third-party payment processors to charge the payment method provided by Customer for the initial Credit purchase and stored in Customer's Account on a recurring basis, until Customer opts out of the Automatic Top-Up function.

3.5. Credit Card Processing. If Customer is paying via credit or with debit card, Customer acknowledges that payments are processed via third-party payment processors made available by LTX (such as via Stripe, Adyen or PayPal, and certain supported payment cards) and agrees to provide accurate billing information and promptly update any changes to it (such as card numbers and expiry dates). Customer represents that it is the authorized user of the card, and it authorizes LTX, its Affiliates and any third-party payment processors to collect payment from Customer, on a recurring basis (if applicable), and to take all other necessary billing actions. Customer is also subject to the terms and conditions of any third party payment processor used to complete the transaction (over which LTX has no control). With respect to direct credit card web-based purchases, Customer will be charged and billed by the applicable LTX entity in accordance with such Customer's location. Customer hereby authorizes LTX, its Affiliates and its third-party payment processors to store and continue billing its specified payment method even after such payment method has expired, to avoid interruptions in payment for Customer's access to and use of the LTX Model. Any credit or debit card payment that fails or is declined and continues to be unsuccessful after up to three (3) attempts to process the payment over a period of ten (10) days shall be deemed past-due and subject to the remedies set forth in Section 7.3 of the General Terms (Past-Due Payments).

License Schedule B

On-Premises Access

This License Schedule B – On-Premises Access is a schedule to the General Terms to which it is attached and forms a part of the Agreement. This License Schedule applies where the applicable Ordering Document indicates that Customer will access and download the LTX Model from LTX's official public repositories and use such downloaded instance of the LTX Model from within Customer's own networks and systems. The terms and conditions set forth in this License Schedule apply in addition to those set forth in the General Terms and in the event of any conflict between this License Schedule and the General Terms (or any other part of the Agreement), precedence shall be determined in accordance with Section 13.13 (Order of Precedence) of the General Terms. For avoidance of doubt, the Agreement, including this License Schedule, supersedes any other license terms applicable to the LTX Model, including any open source licenses, including the LTX-2.x Community License Agreement (as it may be amended, updated, or modified from time to time) on LTX's official public repositories (the "**Community License**"). Capitalized terms used but not defined in this License Schedule shall have the meaning ascribed to such terms in the General Terms.

For purposes of this License Schedule, "**LoRA**" means a set of adapter or delta weights – whether low-rank adapter weight matrices, comparable parameter-efficient adaptation weights, or a full-rank set of weight differences derived by comparing modified model weights against the base model weights of the LTX Model – that is derived from or developed through use of the LTX Model, that is stored separately from and does not incorporate the base model weights of the LTX Model, and that does not itself constitute a standalone generative model, requiring combination with model weights in order to function. The rank, size, training method, manner of derivation, and time or manner of application of such weights (including application during inference, during further training, or by merger) are immaterial to this definition. For clarity, applying, loading, or merging a LoRA with the base model weights of the LTX Model does not cause the separately stored LoRA itself to cease to be a LoRA; however, the resulting combined artefact, which incorporates both the base model weights and the modifications represented by the LoRA, shall instead constitute a Fine-Tuned LTX Model.

1. **LTX MODEL ACCESS AND USE**

1.1. Permitted Use. Customer's License to the LTX Model (and any permitted Fine-Tuned LTX Model) under this License Schedule shall include only the following rights, which shall be deemed Customer's Permitted Use: Customer may download from LTX's official public repositories, host, train, fine-tune, distill and otherwise use the LTX Model (including to create Fine-Tuned LTX Model(s)) for Customer's permitted commercial purposes, namely, for directly and indirectly revenue-generating activity of Customer in connection with: (i) internal use of the LTX Model (and any Fine-Tuned LTX Model(s)) for Customer's commercial benefit, (ii) use of the LTX Model (or Fine-Tuned LTX Model) as an integrated component of operating Customer's Service; and (iii) making Customer's Service available to Authorized Customer Users and End Users, including for commercial use; provided that, in each case (i) through (iii), such use is in accordance with the Documentation and this Agreement. For clarity, the Permitted Use does not include, and Customer is expressly prohibited from, distributing, sharing, selling, sub-licensing, or otherwise making available to any third party, including End Users, the LTX Model itself or any Fine-Tuned LTX Model except as an integrated component of Customer's Service (and then only to the extent permitted under this Agreement) or, if and to the extent expressly permitted in the applicable Ordering Document, via Customer's API in accordance with Section 2.6 (API Distribution) of the General Terms (and in no event by providing access to the model weights). In addition, any of Customer's Affiliates whose annual revenues have been included within the figures used to calculate Fees and

are expressly identified in the Order Form (each, a "**Licensed Affiliate"**) are permitted to engage in the Permitted Use for the benefit of such Licensed Affiliate, subject to all limitations, restrictions, terms and conditions applicable to Customer hereunder; provided that (x) Customer remains responsible for the acts and omissions of each such Licensed Affiliate and for any breach of the Agreement by any Licensed Affiliate as if such breach was done by Customer; and (y) a Licensed Affiliate's rights to engage in the Permitted Use shall automatically and immediately terminate without notice, upon such Licensed Affiliate ceasing to be an Affiliate of Customer or upon termination or expiration of Customer's License.

1.2. Restrictions Based on Customer's Service. Unless expressly permitted in the Order Form, Customer is expressly prohibited from allowing or otherwise permitting any third party, including End Users, to download, rehost, or in any other manner create copies of the LTX Model or any permitted Fine-Tuned LTX Model, including in each case, as an integrated component of the Customer's Service. To the extent Customer is expressly permitted in the Order Form to allow one or more End Users to download, rehost, or otherwise create a copy of the LTX Model or any permitted Fine-Tuned LTX Model, in each case, solely as an integrated component of the Customer's Service, each such End User must obtain a license directly with LTX before such downloading, rehosting, copying or transfer of such LTX Model or Fine-Tuned LTX Model, which such license may be via the Community License (solely to the extent the relevant End User is eligible for use thereunder) but otherwise must be a paid license agreement directly with LTX. Prior to or at the time of any such download, rehosting, copying or transfer, Customer shall notify the End User in writing that (a) use of such LTX Model or Fine-Tuned LTX Model is subject to the terms of the Community License, and (b) if the End User exceeds any revenue thresholds set forth in such Community License, it must first obtain a separate paid license from LTX. Customer shall not transfer the LTX Model or Fine-Tuned LTX Model to, or permit any such download, rehosting or copying by, an End User under the foregoing (b) unless such End User has obtained the required paid license from LTX prior to any use, and unless the End User has been so informed. Customer and the End User shall each be responsible for ensuring the End User obtains the required license from LTX prior to any use of the LTX Model or Fine-Tuned LTX Model (as integrated in Customer's Service).

1.3. Updates to LTX Model. LTX may release Updates from time to time by making such patches, bug fixes, updates, enhancements, or other modifications or changes to the LTX Model ("**Updates**") available in LTX's official public repositories. To the extent such Updates include bug fixes, Customer **must** install Updates within sixty (60) days of LTX making such Updates available. It is Customer's sole responsibility at its expense to ensure compatibility of the LTX Model with Customer's Service. If Customer has created a Fine-Tuned LTX Model (as defined in Section 1.4 (Modifications)), Customer is solely responsible for any incompatibility between such Fine-Tuned LTX Model and any Updates, and LTX has no liability for any issues arising from Customer's failure to install Updates or from the interaction between Updates and Fine-Tuned LTX Models. Without derogating from any other rights and remedies of LTX in equity or at law, LTX shall have no liability to Customer arising out of or in connection with Customer's failure to install Updates within sixty (60) days of LTX making such Updates available, including with respect to Customer's Services' continued functionality and compatibility with the LTX Model (or Fine-Tuned LTX Model) following any such failure.

1.4. Modifications. As part of its License under, and subject to, the Agreement, Customer may modify and fine-tune the LTX Model, including by retraining or fine-tuning the LTX Model using Customer Data (each, a "**Fine-Tuned LTX Model**", but excluding any Customer LoRA, which is governed by Section 1.5 below) at its own risk. LTX has no responsibility or liability for any Fine-Tuned LTX Model,

including any errors, defects, or performance issues arising from such fine tuning or modification. Customer acknowledges that Updates (as defined in Section 1.3 (Updates to LTX Model) above) may not be compatible with Fine-Tuned LTX Models and that installation of Updates may overwrite or render inoperable any fine tuning. LTX has no obligation to support or maintain compatibility with any Fine-Tuned LTX Models. Unless otherwise expressly agreed in the applicable Order Form, LTX shall own, and Customer hereby assigns and agrees to assign to LTX, all right, title and interest, including all Intellectual Property Rights, in and to any Fine-Tuned LTX Models and the associated modifications to the LTX Model ("**LTX Model Modifications**"). Fine-Tuned LTX Models and LTX Model Modifications shall be deemed LTX Model Derivatives for all purposes under this License Schedule and the Agreement, which are licensed to Customer as part of the License (and subject to the terms and conditions of the Agreement) and, unless otherwise expressly stated herein, all references to "LTX Model Derivative" under the Agreement shall be deemed to include Fine-Tuned LTX Models and LTX Model Modifications.

1.5. Customer LoRAs.

1.5.1. Notwithstanding Section 1.4 (Modifications) above and Section 4.1 (LTX's Ownership) of the General Terms, each LoRA created, trained, or run by or for Customer on Customer's infrastructure under this Agreement (each, a "**Customer LoRA**") shall, as between the Parties, be owned exclusively by Customer, to the extent Intellectual Property Rights subsist therein, in each case subject to Section 1.5. Such ownership extends only to Customer's own contributions embodied in the Customer LoRA and does not extend to the LTX Model, the base model weights, or any other LTX IP, in which LTX retains all right, title and interest. The use, reproduction, and distribution of any Customer LoRA in combination with the LTX Model or any base model weights (including modified base model weights) remains subject to obtaining applicable license to the LTX Model, and Customer's ownership of a Customer LoRA confers no right to use or distribute the LTX Model or any base model weights otherwise than as permitted under such license.

1.5.2. *No rights in the LTX Model*. Customer's ownership of a Customer LoRA grants Customer no right, title, interest, or license in or to the LTX Model, any base model weights, or any other LTX IP, all of which remain owned exclusively by LTX. Customer may use each Customer LoRA solely in accordance with the Agreement, including the Permitted Use and the restrictions in Section 2.2 (Restrictions) of the General Terms.

1.5.3. *License required*. Since a Customer LoRA requires combination with the base model weights of the LTX Model in order to function, Customer may use a Customer LoRA only for so long as Customer holds a valid, paid license to the LTX Model, whether under this Agreement or a separate paid license agreement with LTX. Upon any termination or expiration of Customer's license to the LTX Model, Customer shall cease all use of each Customer LoRA upon such expiration or termination and shall promptly delete or destroy all copies of each Customer LoRA in its possession or control.

1.5.4. *Transfer conditioned on licensing the LTX Model*. Customer shall not transfer a Customer LoRA to a third party unless, prior to and at all times during any such transfer the recipient has obtained a license to the LTX Model, which may be the Community License solely to the extent the recipient is eligible for use thereunder, or otherwise a paid license as agreed directly with LTX. Customer remains responsible for ensuring the recipient satisfies the foregoing condition prior to any transfer of the Customer LoRA, and shall, upon LTX's

request, provide LTX with written confirmation of the license so obtained. For purposes of this Section 1.5.4, "transfer" means to sell, assign, transfer, sublicense, distribute, disclose, or otherwise make available, in whole or in part, whether alone or in combination with the LTX Model.

1.5.5. *Scope of this Section 1.5.* This Section 1.5 applies only to Customer LoRAs. Any artefact that is not a LoRA (as defined in the preamble to this License Schedule) is a Fine-Tuned LTX Model, and Customer shall not treat, use, transfer, or assert ownership of any such artefact as, or as if it were, a Customer LoRA. Any breach of the foregoing shall constitute a material breach of this Agreement. Customer shall not use any Customer LoRA to derive, reconstruct, or extract the base model weights of the LTX Model.

2. **CUSTOMER RESPONSIBILITIES AND OBLIGATIONS**

2.1. Customer Representations and Warranties. Customer represents and warrants that: (a) it has evaluated the LTX Model (including, for this Section 2.1, any Fine-Tuned LTX Model) and determined that it is suitable for Customer's intended use case and business requirements; and (b) it has verified that its hardware, infrastructure, and technical environment meet the requirements for deploying and operating the LTX Model. Customer acknowledges that it is solely responsible for determining the suitability and fitness of the LTX Model for its specific purposes and for ensuring that Customer's Service is used in compliance with the Agreement, applicable law (including AI Regulations) and industry standards applicable thereto.

2.2. Security Obligations. Customer is responsible for implementing physical and network security measures to ensure strict control over access to all LTX Models and Fine-Tuned LTX Models and to prevent unauthorized access thereto. Customer shall promptly notify LTX in writing of any actual or attempted unauthorized access to such models that comes to Customer's attention.

2.3. Independent Obligations. Customer acknowledges that its hosting, modification or fine-tuning of the LTX Model (including, for this Section 2.3, any Fine-Tuned LTX Model), its integration of the LTX Model into Customer's Service, and its making of Customer's Service available to Users, may result in Customer becoming subject to obligations under AI Regulations in its own right and independently of LTX, and Customer is solely responsible for identifying and complying with any such obligations.

3. **IMPLEMENTATION SERVICES**

3.1. Optional Services. LTX may offer various professional services, including related to implementation, integration, and training Customer on how to use the LTX Model ("**Implementation Services**") in connection with Customer's deployment and use of the LTX Model. Implementation Services, if any, will be provided only if purchased by Customer pursuant to an Order Form or separate statement of work that specifies the scope, deliverables, timeline, and fees for such services.

3.2. Customer Cooperation. Customer acknowledges that LTX's ability to provide Implementation Services depends on Customer's timely cooperation, including: (a) providing LTX with reasonable access to Customer's technical personnel, systems, and environments as necessary to perform the Implementation Services; (b) providing accurate and complete information regarding Customer's technical requirements and deployment environment; and (c) designating a technical point of contact with appropriate authority to make decisions regarding the implementation. Any delays caused by Customer's failure to provide such cooperation may result

in schedule delays and additional fees.

3.3. Acceptance and Completion. Unless otherwise specified in the applicable Order Form or statement of work, Implementation Services will be deemed accepted and complete upon the adoption or other use with Customer's instance of the LTX Model or any Fine-Tuned LTX Model.

3.4. Professional Services Terms. Implementation Services are provided on a time-and-materials or fixed-fee basis as specified in the applicable Order Form or separate statement of work. All Implementation Services are provided "as is" without warranty of any kind. LTX will use commercially reasonable efforts to perform Implementation Services in a professional and workmanlike manner consistent with industry standards. Customer acknowledges that Implementation Services may require modifications to Customer's systems or environment, and Customer is solely responsible for maintaining backups and ensuring business continuity during implementation.

4. **FEES AND PAYMENT**

4.1. Fees. The Fees under this License Schedule for the License to the LTX Model (including any Fine-Tuned LTX Model), and for any Implementation Services (if any), are stated in the applicable Order Form.

4.2. Revenue Verification. Without limitation to LTX's audit rights under Section 2.4 (Compliance Audits) of the General Terms, if the applicable Order Form includes revenue-based Fees or revenue-sharing arrangements, or Fees are otherwise based on Customer's and its Affiliates' revenues and/or size, Customer shall, upon LTX's reasonable request and no more than once per calendar year, provide documentation evidencing the revenue figures used to calculate Fees under such Order Form. Customer shall promptly notify LTX of any change to such revenue or to Customer's corporate structure, including any Corporate Transactions, that would affect the Fees payable under such Order Form. If the applicable Order Form includes revenue-based Fees or revenue-sharing arrangements, or Fees are otherwise based on Customer's and its Affiliates' revenues and/or size, LTX reserves the right, upon reasonable notice and no more than once per calendar year (unless the prior audit revealed a material discrepancy), to audit (either on its own or through use of an independent third-party auditor) Customer's and its Affiliates' records to verify the accuracy of reported revenue figures. Customer shall provide all information and cooperation reasonably required by LTX to conduct such audit. If such audit reveals that Customer underpaid Fees by more than five percent (5%), Customer shall reimburse LTX for the costs incurred by LTX in relation to the audit in addition to paying any underpaid amounts with 1.5% interest.

4.3. Payment Terms. Unless otherwise stated in the applicable Order Form, Fees shall be paid in accordance with Section 7 of the General Terms.

5. **OTHER TERMS**

5.1. Effect of Termination. Without limitation to Section 11.4 (Effect of Termination) of the General Terms, including Customer's obligations thereunder, upon termination or expiration of the Agreement applicable to this License Schedule: (a) all rights granted to Customer under this License Schedule will immediately cease; (b) Customer must immediately cease all use of the LTX Model (including, for this Section 5.1, any Fine-Tuned LTX Model, and/or LTX Model Modification), including by removing such LTX Model from, disabling access to such LTX Model through, and otherwise ceasing to use or make available such LTX Model as part of, Customer's Service; and (c) Customer

must delete or destroy all copies of the LTX Models in its possession or control.

5.2. Revocation. Without limitation to LTX's rights under Section 11 (Term and Termination) of the General Terms, if LTX knows or reasonably believes that Customer has modified the LTX Model (including, for this Section 5.2, any LTX Model Derivative) such that it is no longer capable of including any disclosure or marking required under applicable AI Regulations in Outputs, or that Customer has otherwise removed, disabled, degraded or circumvented any feature or functionality described in subsection (g) of Section 2.2 (Restrictions) of the General Terms, LTX may revoke the License effective immediately upon notice to Customer, and upon such revocation Customer shall immediately cease all use of such LTX Model, and the provisions of Section 5.1 (Effect of Termination), and Section 11.4 (Effect of Termination) of the General Terms, shall apply.