

Customer Terms of Service

Effective date: October 26, 2026

If Customer has signed a separately negotiated agreement with Caldera for use of the Service, these Terms do not apply, and that agreement governs Customer's access to and use of the Service.

These Customer Terms of Service (the "**Terms**") and each Order Form referencing these Terms (together, the "**Agreement**") are a binding agreement between Caldera PBC, a Delaware public benefit corporation ("**Caldera**"), and the party named as Customer in the Order Form ("**Customer**"). The Agreement governs Customer's access to and use of the Service. Capitalized terms are defined in Section 15 (Definitions).

1. THE SERVICE

1.1 Subscriptions. Caldera and Customer may enter into one or more Order Forms referencing these Terms, under which Customer may purchase a Subscription. During the Subscription Term, Caldera will provide Customer and its Authorized Users with non-exclusive access to the Service. Customer and its Authorized Users may use the Service solely for Customer's own internal governmental or business purposes.

1.2 Purchases Through a Reseller. Customer may purchase a Subscription through a Reseller, including under a cooperative purchasing contract or government purchasing vehicle. If it does: (A) these Terms govern Customer's access to and use of the Service; (B) fees and payment terms are those agreed between Customer and the Reseller, and Customer's payment obligations for that Subscription run to the Reseller; (C) the Reseller is not Caldera's agent and may not make commitments on Caldera's behalf, and terms in Customer's agreement with the Reseller do not bind Caldera unless Caldera has agreed to them in writing; and (D) if Caldera does not receive payment from the Reseller for Customer's Subscription, Caldera may suspend the Service under Section 13.4 (Suspension) after giving Customer written notice and at least 30 days to resolve the matter. References in these Terms to an Order Form include the ordering document Customer signs with the Reseller, to the extent it describes Customer's Subscription.

1.3 Support. During the Subscription Term, Caldera will provide technical support to Customer and its Authorized Users through in-Service messaging and by email to support@calderapbc.com. Caldera will use commercially reasonable efforts to respond to and resolve support requests, but cannot guarantee that every request can be resolved. Caldera periodically performs scheduled maintenance and will use commercially reasonable efforts to notify Customer in advance of any scheduled maintenance it expects to materially affect the availability of the Service. Caldera may perform emergency maintenance at any time.

1.4 Updates. Caldera may update the Service from time to time. If Caldera changes the Service in a manner that materially reduces its functionality during a Subscription Term, Caldera will notify Customer by email to Customer and its Platform Administrator. Caldera may offer certain features or functionality at no additional cost and reserves the right to modify, limit, or discontinue those features, or to condition continued access to them on payment of applicable fees, with notice provided where practicable.

1.5 Pilots. Caldera may offer Customer a Pilot, as stated in an Order Form.

1. **Paid Pilots.** A Pilot for which Customer pays fees is a Subscription under these Terms for the term stated in the Order Form. A Paid Pilot does not renew or convert into another Subscription unless the parties sign a new Order Form.
2. **Unpaid Pilots.** For an Unpaid Pilot, Caldera may, in its sole discretion: (A) end the Unpaid Pilot at any time, without liability to Customer or its Authorized Users; (B) remove Customer and its Authorized Users from

the Service; or (C) limit Customer's usage of the Service. UNPAID PILOTS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Caldera's indemnity obligations under Section 10.1 (Caldera Indemnities) do not apply to Unpaid Pilots.

3. **End of a Pilot.** When a Pilot ends without the parties entering into a Subscription, Section 7.10 (Export and Deletion) applies as if the Subscription had ended.

1.6 Beta Features. Caldera sometimes releases features that are still in testing and labels them as betas or previews ("**Beta Features**"). Beta Features may not be as reliable as the rest of the Service. Caldera makes Beta Features available to collect Feedback, and Customer agrees that Caldera may contact Customer to collect it. Beta Features are optional, and Customer's Administrators decide whether to enable them where the Service offers that choice. BETA FEATURES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. Caldera may change, suspend, or discontinue Beta Features at any time without prior notice. Caldera's indemnity obligations under Section 10.1 (Caldera Indemnities) do not apply to Beta Features.

1.7 Mesa Desktop. If Caldera makes Mesa Desktop available to Customer, Caldera grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to install and use Mesa Desktop on devices owned or controlled by Customer or its Authorized Users, solely to access and use the Service under the Agreement. Mesa Desktop is part of the Service. Mesa Desktop accesses only the folders that an Authorized User or Administrator connects to it, and Customer is responsible for deciding which folders to connect and for the security of the devices on which Mesa Desktop is installed. Mesa Desktop may download and install updates automatically. Mesa Desktop may include open source components, which are licensed under their own terms; those terms do not limit Customer's rights under this Section 1.7. When the Subscription Term ends, Customer will uninstall Mesa Desktop from its devices.

1.8 Customer Systems and Third-Party Services. Customer may connect the Service to Customer Systems or to third-party services. By connecting them, Customer authorizes Caldera to access, retrieve, and exchange data with them as needed to provide the Service as Customer directs. Customer is responsible for having the rights and permissions needed to connect each Customer System and third-party service. Caldera is not responsible for the availability, security, accuracy, or performance of Customer Systems or third-party services, or for any act or omission of their providers.

1.9 No Legal or Professional Advice. Caldera is not a law firm and does not provide legal advice or engage in the practice of law. Customer acknowledges that it is not relying on Caldera for legal advice and has not engaged Caldera or any Caldera employee as legal counsel. Customer remains solely responsible for the determinations it makes using the Service, including determinations about the disclosure, withholding, or redaction of records, and regulatory, permitting, assessment, procurement, and other official decisions.

2. PROFESSIONAL SERVICES

2.1 Scope. Caldera may provide Professional Services to Customer, either as included in Customer's Subscription as stated in the Order Form ("**Included Services**") or as described in a statement of work signed by both parties ("**SOW**"). An SOW is not required for Included Services.

2.2 Fees and Expenses. Customer will pay the fees and approved expenses stated in the applicable SOW in accordance with its payment terms. Included Services are covered by the fees for Customer's Subscription.

2.3 Customer Cooperation. Customer will designate a point of contact with authority to make decisions about the Professional Services, provide Caldera with timely access to the personnel, information, and Customer Systems reasonably needed to perform the Professional Services, and obtain any permissions and provide any notices needed for Caldera to access and process the data involved. Caldera is not responsible for delays or failures to perform caused by Customer's failure to do so, and may charge Customer for reasonable additional costs that failure causes, as agreed in the applicable SOW.

2.4 Deliverables. Caldera grants Customer a worldwide, non-exclusive, non-transferable, royalty-free, perpetual license to use, reproduce, and distribute internally any deliverables Caldera provides in performing Professional Services, solely for Customer's own internal purposes. Caldera retains ownership of the deliverables and of the

templates, methods, know-how, and generalized knowledge used in performing the Professional Services, and may use them in performing services for others. Customer Content and Customer's pre-existing materials included in any deliverable remain Customer's property.

2.5 Warranty and Remedy. Caldera warrants that it will perform Professional Services in a professional manner consistent with generally accepted industry standards. If Professional Services do not conform to this warranty or to the applicable SOW, Customer will notify Caldera within 30 days after their performance, and Caldera will, at its option: (A) re-perform the nonconforming Professional Services; or (B) terminate the applicable SOW and refund the fees Customer paid for the nonconforming Professional Services. This Section 2.5 states Caldera's entire liability and Customer's exclusive remedy for nonconforming Professional Services.

2.6 Term of an SOW. An SOW begins on its start date and ends when the Professional Services it describes are complete. Either party may terminate an SOW on 30 days' written notice; Customer will pay for Professional Services performed and expenses incurred through the termination date, and is not entitled to a refund of prepaid fees for Professional Services already performed. Caldera is not obligated to provide Professional Services after the Agreement ends.

3. MANAGING AUTHORIZED USERS

3.1 Administrator Access. Customer may designate Authorized Users to have Administrator Access. Administrators may be able to: (A) access, disclose, restrict access to, or remove Customer Content; (B) enable or disable features of the Service, including Beta Features and connections to Customer Systems; and (C) provision, monitor, or restrict access to the Service by Authorized Users.

3.2 Management and Permissions. Customer is responsible for managing its Authorized Users and for all actions taken by Authorized Users under its account. Customer controls the individual permissions on its account.

3.3 Suspending an Authorized User. Customer will suspend an Authorized User's access to the Service if Customer or Caldera reasonably determines that: (A) the Authorized User's use of the Service disrupts or creates a security risk to the Service or to Caldera's systems; or (B) the Authorized User is using the Service in violation of applicable law or of Section 4 (Acceptable Use and Regulated Data). If Caldera detects a violation or suspected violation of Section 4 by an Authorized User, Caldera will use commercially reasonable efforts to notify Customer by email to Customer and its Platform Administrator. Caldera may suspend or terminate an Authorized User's access to the Service for any of the reasons stated in (A) or (B).

4. ACCEPTABLE USE AND REGULATED DATA

4.1 Prohibited Uses. Customer will ensure that it and its Authorized Users will not: (A) resell, sublicense, or provide the Service to third parties, except as permitted for Resellers under their agreements with Caldera; (B) modify, adapt, decompile, reverse engineer, or copy the Service, or attempt to discover its source code, except to the extent applicable law expressly permits it; (C) access or use the Service to build a competing product or service, or for competitive analysis; (D) use the Service in violation of applicable law or in a manner that would put Caldera in breach of applicable law; (E) interfere with or disrupt the Service, or attempt to gain unauthorized access to it or to related systems; or (F) circumvent any limits on the Service, or configure the Service to avoid usage limits or fees.

4.2 Regulated Data. Customer may use the Service with Regulated Data, subject to this Section 4.2.

1. *Protected Health Information.* If Customer is a covered entity or business associate under HIPAA, Customer will not upload Protected Health Information to the Service until the parties have signed a business associate agreement. Customer is responsible for requesting one.
2. *Criminal Justice Information.* Customer will not upload Criminal Justice Information to the Service unless Caldera has agreed in an Order Form or addendum to support it, and the parties have executed the agreements the CJIS Security Policy requires of them, including the FBI CJIS Security Addendum.

3. *Classified and Export-Controlled Information.* Customer will not upload to the Service any classified information, or any information controlled under the International Traffic in Arms Regulations or the Export Administration Regulations, unless the parties have expressly agreed otherwise in an Order Form.
4. *Customer Responsibility.* As between the parties, Customer is responsible for determining that its use of the Service with Regulated Data complies with the laws, regulations, and policies that apply to that data, and for configuring the Service and its permissions accordingly.

4.3 Customer Obligations. Customer will ensure that it and its Authorized Users: (A) take reasonable steps to prevent unauthorized access to or use of the Service, including by keeping account credentials confidential; (B) take reasonable care when inviting individuals to access the Service and when granting permissions; (C) report all actual or suspected security incidents or vulnerabilities, and all violations of this Section 4, to security@calderapbc.com; and (D) provide all notices and obtain all consents and permissions needed before uploading, processing, or storing Customer Content in the Service.

5. FEES AND PAYMENT

5.1 Payment. For Subscriptions purchased directly from Caldera, Customer will pay the fees stated in the Order Form, and will be invoiced as stated there. Customer will pay for the entire purchased Subscription whether or not it uses the Service. Unless the Order Form states otherwise, or applicable prompt payment law requires a different period, payment is due within 30 days after the date of each invoice.

5.2 Taxes. Customer is responsible for any sales, use, value-added, or similar taxes that apply to the Service, excluding taxes based on Caldera's net income, property, or employees. If Customer is exempt from a tax, Customer will provide Caldera with a valid exemption certificate or other evidence of exemption, and Caldera will not charge that tax.

5.3 Invoice Corrections and Disputes. Caldera may correct errors in an invoice within 45 days after Customer receives it. Customer will submit any good-faith invoice dispute to billing@calderapbc.com before the invoice's due date and will pay the undisputed portion when due. The parties will work together in good faith to resolve the dispute.

5.4 Late Payment. Undisputed amounts not paid when due accrue interest at the lesser of 1% per month or the maximum rate permitted by law. If Customer is a Government Customer, interest on late payments is instead governed by the prompt payment law that applies to Customer, if any.

5.5 Fee Changes. Caldera may change its fees for any Renewal Term by notifying Customer in writing at least 60 days before the end of the then-current Subscription Term. Fees do not change during a Subscription Term except as stated in an Order Form.

6. INTELLECTUAL PROPERTY

6.1 Customer Content. As between the parties, Customer owns all Intellectual Property Rights in Customer Content, including Input and Output. Caldera obtains no rights in Customer Content except the limited license in this Section 6.1. Customer grants Caldera a worldwide, limited, non-exclusive, royalty-free license during the Subscription Term, and during any period afterward in which Caldera holds Customer Content under Section 7.10 (Export and Deletion), to host, copy, process, transmit, and display Customer Content as needed to provide, secure, support, and maintain the Service for Customer, subject to Section 8 (Confidentiality) and Section 9.4 (No Training on Customer Content).

6.2 Caldera Intellectual Property. Caldera retains all Intellectual Property Rights in the Service, including all derivatives, changes, and improvements. Customer obtains no Intellectual Property Rights or licenses under the Agreement except those it expressly grants.

6.3 Service-Generated Data. Caldera may use Service-Generated Data to provide, secure, support, and improve the Service. Caldera may disclose Service-Generated Data only in aggregated or de-identified form that does not identify Customer, its Authorized Users, or any other individual.

6.4 Feedback. Customer and its Authorized Users may provide Feedback to Caldera. Caldera and its Affiliates may use Feedback without restriction and without obligation to Customer or its Authorized Users.

7. DATA PROTECTION

7.1 Security. Caldera will implement and maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect Customer Content against accidental or unlawful loss, access, use, alteration, or disclosure. Caldera will not materially reduce the overall security of the Service during a Subscription Term. Caldera will maintain an annual SOC 2 Type II examination, or a comparable successor, and will provide its most recent report to Customer on request, subject to Section 8 (Confidentiality).

7.2 Data Location. Caldera will store Customer Content in the United States.

7.3 Processing on Customer's Behalf. For personal information in Customer Content, Customer is the business or controller and Caldera is its service provider, contractor, or processor, as applicable privacy law uses those terms. Caldera will process that personal information only on Customer's behalf, for the purposes of providing, securing, supporting, and maintaining the Service and Professional Services, and as Customer otherwise directs in writing consistent with the Agreement. The Agreement, together with Customer's configuration and use of the Service, constitutes Customer's instructions to Caldera. Caldera will notify Customer if it believes an instruction violates applicable privacy law. Customer determines the personal information it puts in the Service and is responsible for providing any notices and obtaining any consents applicable law requires for Caldera to process it.

7.4 Use Restrictions. Caldera will not: (A) sell or share personal information in Customer Content; (B) retain, use, or disclose it for any purpose other than those stated in Section 7.3 (Processing on Customer's Behalf), including any commercial purpose, or outside the direct business relationship between Customer and Caldera, except as applicable law permits a service provider or processor to; or (C) combine it with personal information Caldera receives from or on behalf of others, or collects from its own interactions with individuals, except as applicable law permits. Caldera will comply with the obligations applicable privacy law imposes on it as Customer's service provider, contractor, or processor, and will provide the level of privacy protection that law requires. Caldera will notify Customer if it determines that it can no longer meet these obligations, in which case Customer may take reasonable and appropriate steps to stop and remediate any unauthorized use of the personal information.

7.5 Personnel. Caldera will limit access to Customer Content to personnel who need it to perform the Agreement, and will ensure that each person who processes Customer Content is bound by a duty of confidentiality, whether contractual or statutory.

7.6 Individual Requests. Customer is responsible for responding to requests from individuals to exercise their rights under applicable privacy law with respect to personal information in Customer Content. Where Customer cannot fulfill a request using the functionality of the Service, Caldera will provide reasonable assistance. If Caldera receives such a request directly, it will refer the individual to Customer and will not otherwise respond to it unless Customer authorizes it or applicable law requires it.

7.7 Sub-processors. Customer authorizes Caldera to engage Sub-processors to process Customer Content. Caldera lists its current Sub-processors in its trust center at trust.calderapbc.com, and updates the list before a new Sub-processor begins processing Customer Content. Caldera will require each Sub-processor to protect Customer Content in a manner at least as protective as the Agreement, to the extent applicable to the services the Sub-processor provides, and remains responsible for the acts and omissions of its Sub-processors.

7.8 Security Incidents. Caldera will notify Customer of a Security Incident without undue delay, and in any event within 72 hours after Caldera confirms it. Caldera will provide information about the Security Incident as it becomes known or as Customer reasonably requests, and will promptly take reasonable steps to contain, investigate, and remediate it. Caldera's notice of or response to a Security Incident is not an acknowledgment of fault or liability.

7.9 Compliance Information. In addition to the report described in Section 7.1 (Security), Caldera will, on written request no more than once a year, answer Customer's reasonable written questions about Caldera's processing of Customer Content and its security practices, and will provide other information reasonably necessary to demonstrate Caldera's compliance with this Section 7. Caldera will also provide reasonable assistance with any

data protection assessment applicable privacy law requires of Customer, to the extent the information needed is available to Caldera and not otherwise to Customer.

7.10 Export and Deletion. Customer may export Customer Content at any time during the Subscription Term, using the functionality of the Service. For 30 days after the Subscription Term ends, Caldera will, on request, make Customer Content available to Customer for export. After that period, Caldera will delete Customer Content from the Service within 60 days, and will delete it from backups on Caldera's normal backup schedule, except to the extent applicable law requires Caldera to retain it. On request, Caldera will certify the deletion in writing. Customer is responsible for meeting its own records retention obligations, including by exporting Customer Content before it is deleted.

7.11 Privacy Policy. Caldera will use and protect personal information it collects about Customer and its Authorized Users in Account Information and Service-Generated Data as described in Caldera's Privacy Policy. Personal information in Customer Content is governed by Section 7.3 (Processing on Customer's Behalf).

8. CONFIDENTIALITY

8.1 Nondisclosure. The Recipient will use the Disclosing Party's Proprietary Information only to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect it from disclosure. The Recipient may disclose the Disclosing Party's Proprietary Information: (A) to its employees, officials, contractors, service providers, and advisors who need to know it and are bound by obligations of confidentiality and nonuse at least as protective as the Agreement; (B) with the Disclosing Party's written consent; or (C) as required by law, regulation, or court or other legal order, provided the Recipient promptly notifies the Disclosing Party before the disclosure unless legally prohibited from doing so, and complies with the Disclosing Party's reasonable requests, at the Disclosing Party's cost, to oppose or narrow the disclosure.

8.2 Exceptions. Information is not Proprietary Information if the Recipient can show that it: (A) was known to the Recipient before receipt from the Disclosing Party, without an obligation of confidentiality; (B) was received from a source with no obligation of confidentiality to the Disclosing Party; (C) is or becomes publicly available, other than through a breach of the Agreement; or (D) was independently developed by the Recipient without use of the Disclosing Party's Proprietary Information.

8.3 Public Records Laws. Caldera acknowledges that a Government Customer is subject to public records and freedom of information laws, and that disclosure the Government Customer is required to make under those laws does not breach the Agreement. Before disclosing Caldera's Proprietary Information in response to a request under those laws, the Government Customer will, to the extent permitted by law, notify Caldera promptly so that Caldera may seek to protect the information at its own expense.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual. Each party represents and warrants that it has the necessary authority to enter into the Agreement, and that the Agreement is a valid and binding obligation enforceable against it.

9.2 Customer. Customer represents and warrants that: (A) it and its Authorized Users have all rights and authority needed to upload and use Customer Content in the Service without violating applicable law or any third party's rights, including Intellectual Property Rights and privacy rights; (B) Customer Content will not contain viruses, malware, or other harmful code; and (C) it will use the Service in compliance with applicable law and the Agreement.

9.3 Caldera. Caldera represents and warrants that: (A) it will comply with all laws and regulations applicable to its provision of the Service; and (B) during the Subscription Term, the Service will perform materially in accordance with the Documentation. If the Service does not conform to (B), Customer will notify Caldera in writing with reasonable detail of the nonconformity, and Caldera will use commercially reasonable efforts to correct it. If Caldera does not correct it within 30 days after receiving Customer's notice, Customer may terminate the affected Subscription, and Caldera will refund any prepaid fees for the remainder of its Subscription Term. This Section 9.3 states Caldera's entire liability and Customer's exclusive remedy for breach of the warranty in (B). The warranty in (B) does not apply to Unpaid Pilots or Beta Features.

9.4 No Training on Customer Content. Caldera will not use Customer Content, including Input and Output, to train or fine-tune artificial intelligence models, and Caldera's agreements with the providers of the AI models used in the Service prohibit those providers from doing so.

9.5 AI Output. The Service uses generative artificial intelligence. Customer acknowledges that Output is probabilistic and may be inaccurate, incomplete, or otherwise inappropriate for Customer's use. Customer is responsible for its use of Output, and should independently evaluate Output for accuracy and appropriateness, including through human review, and modify it as needed before relying on, publishing, or otherwise using it.

9.6 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, CALDERA PROVIDES THE SERVICE AND PROFESSIONAL SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. CALDERA MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF OUTPUT. CALDERA DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RESULT BY USING IT.

10. INDEMNIFICATION

10.1 Caldera Indemnities. Caldera will defend Customer and its officers, officials, employees, successors, and permitted assigns against any Claim alleging that the Service infringes or misappropriates a third party's Intellectual Property Rights, and will indemnify them for all damages, costs, liabilities, and expenses (including reasonable attorneys' fees) finally awarded against them or agreed in a settlement Caldera approves, in each case to the extent arising from that Claim. Caldera has no obligation under this Section 10.1 for any Claim to the extent it arises from: (A) Customer Content, including Output; (B) Customer's breach of the Agreement or its modification of the Service; (C) the combination of the Service with any materials, products, services, or Customer Systems not provided by Caldera; (D) third-party services; or (E) Beta Features or Unpaid Pilots.

10.2 Customer Indemnities. This Section 10.2 does not apply to Government Customers. Customer will defend Caldera and its officers, directors, employees, successors, and permitted assigns against any Claim, and will indemnify them for all damages, costs, liabilities, and expenses (including reasonable attorneys' fees) finally awarded against them or agreed in a settlement Customer approves, in each case to the extent the Claim arises from: (A) Customer Content; or (B) Customer's or its Authorized Users' violation of Section 4 (Acceptable Use and Regulated Data).

10.3 Procedure. Each party's obligations under Sections 10.1 (Caldera Indemnities) and 10.2 (Customer Indemnities) are conditioned on the party seeking indemnification: (A) giving the indemnifying party prompt written notice of the Claim; (B) giving the indemnifying party sole control over the defense and settlement of the Claim; and (C) providing information and cooperation the indemnifying party reasonably requests. If the law that applies to a Government Customer requires that its own attorney (such as an attorney general or city attorney) control its defense, Caldera's control under (B) is subject to that requirement. The indemnifying party will not settle a Claim in a way that imposes an obligation on, or admits fault by, the indemnified party without the indemnified party's written consent, which will not be unreasonably withheld.

10.4 Remedies. If Caldera reasonably believes the Service may infringe a third party's Intellectual Property Rights, Caldera may, at its option and expense: (A) obtain the right for Customer to continue using the Service; (B) modify the Service to make it non-infringing without materially reducing its functionality; or (C) replace the Service with a non-infringing, functionally equivalent alternative. If Caldera determines that none of these is commercially reasonable, Caldera may terminate the affected Subscription and refund any prepaid fees for the remainder of its Subscription Term.

10.5 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 10 states the parties' sole rights and obligations for Claims relating to Intellectual Property Rights.

11. LIMITATION OF LIABILITY

11.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY.

11.2 MAXIMUM AGGREGATE LIABILITY. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT AND THE SERVICE WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE FOR THE SERVICE AND PROFESSIONAL SERVICES DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY. CALDERA'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY UNPAID PILOT OR BETA FEATURE WILL NOT EXCEED \$100.

11.3 EXCLUSIONS. SECTIONS 11.1 (EXCLUSION OF DAMAGES) AND 11.2 (MAXIMUM AGGREGATE LIABILITY) DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), OR TO LIABILITY ARISING FROM ITS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

11.4 ACKNOWLEDGMENT. THE LIMITATIONS IN THIS SECTION 11 APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE; (B) EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES IN QUESTION OR THEY WERE FORESEEABLE; AND (C) EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THEY DO NOT LIMIT CUSTOMER'S OBLIGATION TO PAY FEES DUE UNDER THE AGREEMENT. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 11, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT THAT LAW PERMITS.

12. GOVERNING LAW; DISPUTES

12.1 Governing Law and Venue. If Customer is a U.S. federal agency, the Agreement is governed by the federal law of the United States. If Customer is any other Government Customer, the Agreement is governed by the laws of the state or other jurisdiction in which Customer is located, and any lawsuit will be brought in a court of competent jurisdiction there. For all other Customers, the Agreement is governed by the laws of the State of California, and each party submits to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California. In each case, the conflict of laws principles of the governing jurisdiction do not apply, and neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act applies to the Agreement.

12.2 Informal Resolution. Before beginning any formal proceeding, a party will notify the other in writing of any Dispute, and the parties will negotiate in good faith for at least 30 days after that notice to try to resolve it. Customer will send notice of a Dispute to legal@calderapbc.com.

12.3 Federal Customers. If Customer is a U.S. federal agency, Disputes will be resolved under the Contract Disputes Act (41 U.S.C. §§ 7101-7109), to the extent it applies.

12.4 Injunctive Relief. Nothing in this Section 12 prevents either party from seeking injunctive or other equitable relief to stop unauthorized use of the Service, a breach of Section 8 (Confidentiality), or the infringement of its Intellectual Property Rights.

13. TERM AND TERMINATION

13.1 Term. The Agreement remains in effect while any Order Form or SOW is in effect.

13.2 Renewal. A Government Customer's Subscription renews only by a new Order Form or another written renewal signed by both parties. For all other Customers, unless the Order Form states otherwise, a Subscription renews automatically for a Renewal Term unless either party gives written notice of non-renewal at least 30 days before the end of the then-current Subscription Term.

13.3 Non-Appropriation. If a Government Customer's funding for a Subscription depends on appropriations, and funds are not appropriated for a fiscal period after the first, the Government Customer may terminate the affected Subscription, without penalty, as of the end of the last fiscal period for which funds were appropriated.

The Government Customer will notify Caldera in writing as soon as practicable, and will pay for the Service provided through the termination date.

13.4 Suspension. Caldera may temporarily suspend access to the Service for Customer or any Authorized User if Caldera reasonably determines that: (A) the use of the Service disrupts or creates a security risk to the Service or Caldera's systems; (B) Customer or an Authorized User is using the Service in violation of applicable law or the Agreement; or (C) undisputed fees are more than 30 days overdue, after Caldera has given Customer written notice and at least 10 days to pay. Caldera will limit any suspension in scope and duration to what is reasonably necessary, and will give Customer advance notice where practicable.

13.5 Termination for Cause. Either party may terminate the Agreement or an affected Order Form or SOW by written notice if the other party: (A) materially breaches it and fails to cure the breach within 30 days after receiving written notice of it; or (B) ceases business operations or becomes subject to insolvency proceedings that are not dismissed within 90 days.

13.6 Effect of Termination. If the Agreement ends, all Order Forms and SOWs end. When an Order Form ends: (A) Customer's rights to access and use the Service under it end, subject to Section 7.10 (Export and Deletion); (B) Customer will pay any fees due through the end date; and (C) if Customer terminated it under Section 13.5 (Termination for Cause), Caldera will refund any prepaid fees for the remainder of its Subscription Term.

13.7 Survival. Sections 5 (Fees and Payment), 6 (Intellectual Property), 7.10 (Export and Deletion), 8 (Confidentiality), 9.6 (Disclaimer of Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12 (Governing Law; Disputes), 13.6 (Effect of Termination), 13.7 (Survival), 14 (General), and 15 (Definitions), and Section 2.4 (Deliverables), survive the end of the Agreement. Sections 7.1 (Security) through 7.9 (Compliance Information) and Section 9.4 (No Training on Customer Content) survive for as long as Caldera holds Customer Content.

14. GENERAL

14.1 Versions and Modifications. Caldera may update these Terms by posting a new version, with a new date, at calderapbc.com/legal/customer-terms. Each Order Form is governed by the version of these Terms in effect on its Signature Date (or the version the Order Form identifies), and that version continues to govern the Order Form for its entire Subscription Term. A new version of these Terms applies to a Subscription only through a new Order Form or, for a Subscription that renews automatically under Section 13.2 (Renewal), from the start of the first Renewal Term beginning at least 30 days after Caldera notifies Customer of the new version. Caldera keeps every prior version of these Terms available at that address.

14.2 Order of Precedence. If there is a conflict among the documents that make up the Agreement, they control in this order: (A) a business associate agreement, CJIS Security Addendum, or data processing addendum signed by the parties, for its subject matter; (B) an Order Form or SOW, but only for terms it expressly states override these Terms; (C) these Terms; and (D) the Documentation.

14.3 Assignment. Neither party may assign the Agreement without the other party's written consent, except that Caldera may assign it, on written notice to Customer, to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets or stock. Any assignment by or to a Government Customer is also subject to any limits applicable law places on it. Any other attempted assignment is void.

14.4 Notices. Notices under the Agreement will be in writing and are given when sent by email. Caldera will send notices to the email addresses of Customer and its Platform Administrator stated in the Order Form or the Service. Customer will send notices to legal@calderapbc.com.

14.5 Independent Contractors. The parties are independent contractors. The Agreement does not create any agency, partnership, or joint venture between them.

14.6 Force Majeure. Except for payment obligations, neither party is liable for failure or delay in performing its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, epidemics, terrorism, riots, war, government action, and failures of public utilities or communications networks.

14.7 Insurance. Caldera will maintain commercially reasonable insurance coverage during the Subscription Term, and will provide a certificate of insurance on request.

14.8 Accessibility. Caldera designs the Service to conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, will provide Customer with an accessibility conformance report on request, and will work in good faith to remediate accessibility issues Customer reports to accessibility@calderapbc.com.

14.9 U.S. Government Rights. The Service, including Mesa Desktop and the Documentation, is “commercial computer software” and “commercial computer software documentation” as those terms are used in FAR 12.212 and DFARS 227.7202. Federal Government Customers acquire only the rights stated in the Agreement, consistent with those regulations.

14.10 Severability and Waiver. If any provision of the Agreement is held invalid or unenforceable, the rest of the Agreement remains in effect. A party’s failure to enforce a provision is not a waiver of its right to enforce it later; a waiver is effective only if it is in writing and signed by the waiving party.

14.11 Entire Agreement. The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between them relating to its subject matter. In entering into the Agreement, neither party has relied on any statement, representation, or warranty not expressly stated in it. Terms in any purchase order or other Customer ordering document do not apply, even if Caldera accepts the order, unless Caldera expressly agrees to them in writing.

15. DEFINITIONS

15.1 “Account Information” means information about Customer and its Authorized Users that Customer provides to Caldera to create, administer, or update its account, such as names, email addresses, phone numbers, and billing information.

15.2 “Administrator” means an Authorized User with Administrator Access, and **“Administrator Access”** means the level of access that allows an individual to administer Customer’s account, including its settings and permissions.

15.3 “Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

15.4 “Authorized User” means an individual whom Customer, or an Administrator acting for Customer, authorizes to access the Service on Customer’s behalf, such as Customer’s employees, officials, contractors, and agents.

15.5 “Claim” means any third-party claim, demand, or action.

15.6 “Control” means control of more than 50% of the voting rights or equity interests of an entity.

15.7 “Criminal Justice Information” has the meaning given in the FBI’s Criminal Justice Information Services (CJIS) Security Policy (the **“CJIS Security Policy”**).

15.8 “Customer Content” means data, documents, and other content that Customer or its Authorized Users upload to, submit to, or create in the Service, or that the Service retrieves from Customer Systems at their direction, including Input and Output. Customer Content does not include Account Information or Service-Generated Data.

15.9 “Customer Systems” means Customer’s own systems, databases, file storage, and devices, and services Customer licenses from third parties, that Customer connects to the Service.

15.10 “Disclosing Party” means the party that discloses Proprietary Information, and **“Recipient”** means the party that receives it.

15.11 “Dispute” means any controversy, claim, or dispute arising out of or relating to the Agreement.

15.12 “Documentation” means Caldera’s then-current user documentation for the Service, as Caldera makes it generally available to its customers.

15.13 “Feedback” means ideas, suggestions, recommendations, or other feedback about the Service provided by Customer or its Authorized Users.

15.14 “Government Customer” means a Customer that is a federal, state, local, tribal, or territorial government, or an agency, department, district, authority, or other instrumentality of one, including a public educational institution.

15.15 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and **“Protected Health Information”** has the meaning given in those regulations.

15.16 “Input” means any content Customer or its Authorized Users provide to the Service for processing by artificial intelligence features, and **“Output”** means content those features generate and return to Customer and its Authorized Users.

15.17 “Intellectual Property Rights” means all patent rights, copyrights, trademark rights, rights in trade secrets, design rights, database rights, moral rights, and any other similar rights, whether registered or unregistered.

15.18 “Mesa Desktop” means Caldera’s software application that Authorized Users install on their own devices to connect local folders to the Service, including its updates.

15.19 “Order Form” means an ordering document signed by Customer and Caldera (or, under Section 1.2 (Purchases Through a Reseller), by Customer and a Reseller) that references these Terms and describes Customer’s Subscription.

15.20 “Pilot” means a Subscription designated as a pilot, trial, or evaluation in an Order Form. A **“Paid Pilot”** is a Pilot for which Customer pays fees, and an **“Unpaid Pilot”** is a Pilot for which it does not.

15.21 “Platform Administrator” means the individual designated as the platform administrator in the Order Form or, if none is designated, Customer’s Administrators.

15.22 “Privacy Policy” means Caldera’s then-current privacy policy, available at calderapbc.com/privacy.

15.23 “Professional Services” means implementation, configuration, integration, training, data migration, and other consulting services Caldera provides to Customer relating to the Service.

15.24 “Proprietary Information” means information disclosed by one party to the other that is designated as confidential or that should reasonably be understood to be confidential given its nature and the circumstances of its disclosure, including: (A) for Customer, Customer Content; and (B) for Caldera, non-public information about the Service, its security, and its pricing.

15.25 “Regulated Data” means Protected Health Information, Criminal Justice Information, and other data whose handling is subject to specific legal or regulatory requirements beyond those applicable to Customer Content generally.

15.26 “Reseller” means an entity authorized by Caldera to resell the Service, including under a cooperative purchasing contract or a government purchasing vehicle such as a GSA Multiple Award Schedule.

15.27 “Renewal Term” means, unless the Order Form states otherwise, a renewal period of the same length as the preceding Subscription Term, or one year, whichever is shorter.

15.28 “Security Incident” means a breach of Caldera’s security that leads to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Customer Content while it is processed by Caldera or its Sub-processors.

15.29 “Service” means Caldera’s hosted software platform, Mesa, and its workspaces, together with Mesa Desktop and the Documentation, as procured under an Order Form.

15.30 “Service-Generated Data” means data generated by or derived from the operation of the Service and the use of it by Customer and its Authorized Users, such as configuration data, performance and diagnostic data, and usage metrics. Service-Generated Data does not include Customer Content.

15.31 “Signature Date” means the date on which an Order Form is signed by the last party to sign it.

15.32 “Sub-processor” means a third party Caldera engages that processes Customer Content in providing the Service.

15.33 “Subscription” means the right to access and use the Service under an Order Form and these Terms.

15.34 “Subscription Term” means the period stated in an Order Form for a Subscription, together with any Renewal Terms.