Terms of Service

Last updated 21 November 2026

These Terms of Service govern the platform, software, supporting documentation and related professional or other services (the "Services") supplied by LAB ZERO AI, INC. ("Lab0"). The business entity accepting these Terms is "Customer". An "Order" is an order form, statement of work or other ordering document accepted by both parties. These Terms, together with any applicable Order, form the "Agreement".

1. Agreement and orders

1.1 Acceptance Customer accepts the Agreement by signing or expressly electronically accepting an Order that incorporates these Terms. For free, trial or evaluation Services, Customer may instead expressly accept these Terms through Lab0's sign-up or written acceptance process; these Terms then apply even without an Order. The person accepting confirms authority to bind Customer. The Services are offered for business use. Paid Services require an Order identifying the purchased Services, scope, term, usage limits, fees and any professional services.

1.2 Priority A separately signed master agreement that governs the Services prevails over these Terms. Otherwise, an Order controls only where it expressly changes these Terms. An applicable signed data processing addendum ("DPA") controls conflicts concerning personal-data processing. Purchase-order or vendor-portal terms do not amend the Agreement unless Lab0 expressly agrees in writing.

2. Services and authorized users

2.1 Access During the applicable term, Lab0 grants Customer a limited, non-exclusive right to use the purchased or permitted Services within the Order or agreed evaluation scope. "Authorized Users" are Customer personnel, contractors and end-customer personnel whom Customer permits to use the Services as allowed by the Order or agreed evaluation scope. Customer is responsible for their compliance with the Agreement. Customer may use the Services to deliver its own professional services to end customers; this does not grant a right to resell the hosted platform as a standalone service.

2.2 Delivery The platform supports enterprise implementation, application management, AI enablement and modernization, including migration. Enabled features, connectors, environments, deliverables and acceptance criteria depend on the Order. Lab0 will perform agreed professional services with reasonable skill and care. Customer will provide timely cooperation and approved access. Support is as specified in the Order; no numerical uptime commitment or service-credit scheme applies unless expressly agreed.

2.3 Professional services The Order identifies agreed deliverables, specifications, milestones and Customer dependencies. A change to scope, timing or fees requires a change order accepted in writing by both parties. Any agreed acceptance process applies; otherwise Customer will promptly review deliverables and identify material nonconformities with the Order in reasonable written detail, and Lab0 will correct or reperform them under Section 11.1. Customer will reimburse only reasonable, documented expenses approved in writing in advance.

2.4 Evaluations and beta features Free, trial or evaluation access is limited to the duration and evaluation scope Lab0 specifies or the parties agree. Either party may end free access by written notice, subject to Section 10. An Order may set different liability limits expressly; otherwise the fallback in Section 13.1 applies even if no Order exists or an Order omits the limit. Features identified as beta are experimental and may change or be withdrawn. Unless an Order provides otherwise, beta features are for non-production evaluation and carry no paid-service warranty or IP defense obligation. Security, confidentiality and data-use obligations continue to apply.

3. Customer responsibilities and restrictions

3.1 Accounts and authority Customer is responsible for account administration and lawful instructions. It must protect credentials, use available authentication safeguards and promptly report suspected account compromise. Customer must have the rights and end-customer approvals necessary for access, data processing and authorized

actions. Customer will supply least-privilege accounts, identify permitted systems and environments, and maintain appropriate backups and recovery arrangements for systems it controls.

3.2 Acceptable use Customer must not use the Services unlawfully, introduce malicious code, obtain unauthorized access, evade safeguards or usage limits, disrupt other users, remove proprietary notices, or reverse engineer the Services except where law permits. Security testing of Lab0's platform requires an agreed scope. These restrictions do not prohibit authorized testing of Customer systems within an Order. Customer must not submit data subject to special regulatory or residency requirements unless the required scope and safeguards have been agreed.

4. Artificial intelligence and third party systems

4.1 Outputs and approvals AI-generated content, code, configurations and recommendations ("Outputs") may be inaccurate, incomplete or similar to outputs generated for others. Customer must have appropriate people evaluate Outputs; they do not replace required professional judgment. Customer determines permitted actions and approval rules, including any actions it authorizes to run without further approval. Sensitive actions include production changes, data deletion, access changes, external communications and binding financial transactions. These require Customer approval unless expressly included in agreed autonomous permissions. Changes must be tested in a suitable non-production environment first unless the parties expressly agree a documented exception. Production promotion remains Customer-controlled unless an Order authorizes otherwise. Previews and dry runs depend on target-system support. Lab0 must follow the agreed scope and approval rules. Customer is responsible for its deployment decisions and actions it authorizes, except to the extent loss is caused by Lab0's breach; approval does not release Lab0 from its express obligations.

4.2 Integrations Customer maintains required third-party licenses and permissions. Interoperability may depend on third-party APIs, versions, availability and terms. Lab0 may use AI and other service providers to deliver the Services, subject to the Agreement and any applicable DPA. Lab0 remains responsible for obligations it undertakes concerning its chosen subcontractors; this does not make it responsible for independent Customer-selected products. Any additional provider usage restrictions binding Customer must be identified in the Order or evaluation terms expressly accepted by Customer.

5. Customer data and intellectual property

5.1 Customer Data and Outputs Customer retains its rights in data, files, instructions and other material supplied to or accessed by the Services on its behalf ("Customer Data"). As between the parties, Customer owns Outputs to the extent ownership rights arise; Lab0 assigns any rights it has in those Outputs, excluding the underlying Services, Lab0 background materials and third-party material. This does not grant rights in other customers' outputs.

5.2 Deliverables and background materials Unless an Order expressly provides otherwise, Lab0 assigns to Customer its rights in bespoke professional-services deliverables upon payment of the associated fees. Lab0 retains the Services and its pre-existing technology, together with generally applicable tools, templates, methods and improvements developed before or during an engagement ("Background Materials"). Background Materials exclude Customer Data, Outputs and Customer-owned bespoke deliverables; generic improvements qualify only if they do not contain, reproduce or disclose those materials or confidential information, and are not customer-specific memory or learned skills protected by Section 5.3. For paid Outputs and deliverables, Lab0 grants a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce and modify embedded Background Materials as necessary to use them. Customer may pass those Outputs and deliverables to its end customers and sublicense the embedded Background Materials to those end customers and their service providers solely for that purpose. This grants no standalone resale rights or continued hosted-platform access. Third-party materials remain subject to their terms; Lab0 will identify material third-party license restrictions affecting agreed deliverables.

5.3 Data use and training Customer authorizes Lab0 to process Customer Data and Outputs only as needed to provide, maintain, secure and support Customer's Services and perform the Agreement. Lab0 will not use them, or authorize its service providers to use them, to train or fine-tune AI models without Customer's prior written consent. Customer-specific retrieval, embeddings, task history, agent memory and learned skills may be used

only to provide that Customer's Services, subject to agreed retention and the DPA; they may not be disclosed or reused for another customer without that consent. These restrictions permit use of generic improvements only where they qualify as Background Materials under Section 5.2; that qualification does not authorize model training. Lab0 may use operational telemetry excluding Customer Data, Outputs and confidential information to operate and improve the Services; disclosures outside service delivery must be aggregated and de-identified. Voluntary feedback may be used freely only to the extent it contains none of that protected material.

6. Security and personal data

6.1 Safeguards Lab0 will maintain commercially reasonable administrative, technical and organizational measures appropriate to the agreed Services to protect Customer Data against unauthorized access, disclosure, alteration or loss. These include scoped access controls, personnel confidentiality, change review and incident-response procedures. Deployment, hosting, provider, retention and residency requirements must be agreed for the engagement. An applicable DPA will be entered into before processing for which law requires one. Lab0 will not materially reduce expressly agreed security protections during a paid term.

6.2 Incidents and communication Lab0 will notify Customer without undue delay after becoming aware of unauthorized access, disclosure, alteration or loss affecting Customer Data in Lab0's possession or control, provide reasonably available information and cooperate in response. Applicable law and the DPA govern additional notice requirements. Unsuccessful attempts that do not compromise Customer Data are not, by themselves, a notifiable incident. Lab0 will communicate material changes affecting agreed service or security commitments through the designated customer contact.

6.3 Subprocessors Lab0 will make its current list of service providers processing Customer Data on its behalf, their functions and processing locations available to Customer on request. Applicable subprocessor-change notice and objection procedures are governed by the DPA. Customer-selected integrations remain subject to Section 4.2.

7. Confidentiality

7.1 Protection Confidential information includes Customer Data and non-public business, technical or security information identified as confidential or reasonably understood to be confidential. Each recipient will use it only for the Agreement, protect it with reasonable care and disclose it only to personnel, advisers and service providers who need it and are bound by confidentiality duties. The recipient is responsible for those permitted recipients.

7.2 Exceptions and duration These duties exclude information that is public without breach, already lawfully known, independently developed or lawfully received without restriction. A recipient may make legally required disclosures, giving advance notice where lawful and reasonably cooperating, at the discloser's expense, with efforts to obtain confidential treatment. These duties continue for three years after termination; trade secrets remain protected while legally qualifying, and Customer Data remains protected for as long as it is retained.

8. Fees and taxes

8.1 Payment Customer will pay the fees, currency and billing schedule stated in the Order. Unless otherwise agreed, undisputed invoices are due 30 days after the invoice date. Customer must notify Lab0 of good-faith billing disputes before payment is due and pay undisputed amounts on time; a later-discovered error must be raised promptly after discovery. Fees are non-refundable except where the Agreement provides a refund. Customer is responsible for applicable transaction taxes, excluding taxes on Lab0's income. Overage charges apply only at rates and on a basis agreed in the Order; otherwise increased usage requires an accepted change order.

8.2 Nonpayment Lab0 may suspend affected Services for an undisputed overdue amount that remains unpaid 30 days after written notice. It will restore access promptly after resolution. Changes to fees require an accepted Order or renewal; these Terms do not authorize unspecified automatic charges.

9. Term, suspension and termination

9.1 Term Each Order runs for its stated term and renews only if the Order expressly provides for renewal. Either party may terminate an affected Order for a material breach not cured within 30 days after written notice,

or immediately if a material breach cannot be cured. Ending one Order does not automatically end unrelated Orders. Either party may terminate the Agreement by written notice when no Orders or agreed evaluation periods remain in effect.

9.2 Security suspension Lab0 may promptly suspend only the access reasonably necessary to address unlawful use, a material security threat or use that materially harms the Services or others. Where practicable it will give advance notice, explain the reason, limit disruption and restore access when the cause is resolved. Suspension does not authorize unnecessary deletion of Customer Data.

10. Data return and effect of termination

10.1 Exit On the end of an Order or evaluation access, the corresponding use rights cease and accrued fees remain payable. Customer may request a commercially reasonable export of Customer Data before the end or within 30 days afterward. Lab0 will provide reasonable cooperation and make the requested export available before deleting any Customer Data covered by a timely request; additional transition services require agreement. After that window, Lab0 may delete Customer Data subject to that export obligation, the DPA, agreed retention, applicable law and preservation holds. Residual backups follow normal retention cycles and remain protected.

10.2 Survival Rights and obligations that by their nature continue will survive, including ownership, confidentiality, permitted retention, accrued payment, liability limits, indemnification and dispute terms. Each party will return or destroy the other's confidential information on request, subject to lawful retention and protected archival copies.

11. Warranties and disclaimers

11.1 Limited warranties Each party represents that it has authority to perform the Agreement and will comply with applicable law. Lab0 warrants that paid Services will materially conform to their documentation and that professional services will be performed with reasonable skill and care. Customer must give reasonably detailed notice within 30 days of discovering a material nonconformity. Lab0 will use reasonable efforts to correct or reperform it. If unresolved within 30 days after sufficient notice, Customer may terminate the affected Services and receive a proportional refund of prepaid unused subscription fees and a refund of fees paid for the uncorrected, nonconforming portion of professional services. These are Customer's exclusive remedies for breach of these service-conformity and professional-services warranties; they do not replace separate security, confidentiality or data-protection obligations.

11.2 Limitations The service warranties exclude issues caused by unauthorized modifications, misuse or independent third-party products. Except for express warranties in the Agreement, the Services and Outputs are provided "AS IS" and "AS AVAILABLE". To the maximum extent permitted by law, each party disclaims other warranties, including merchantability, fitness for a particular purpose and non-infringement. Lab0 does not promise uninterrupted or error-free operation, correct or unique Outputs, or any particular commercial outcome. This section does not override express security or data-protection obligations.

12. Third party claims

12.1 Defense Lab0 will defend Customer against a third-party claim that Lab0's platform, as supplied and used under the Agreement, infringes intellectual-property rights, and pay final damages and approved settlements. This excludes claims caused by Customer Data, Outputs, Customer specifications, unauthorized modifications or combinations, misuse, or failure to use an offered non-infringing update. Customer will similarly defend Lab0 against third-party claims arising from Customer Data supplied without necessary rights or Customer's unlawful use, and end-customer claims arising from Customer's services or use of Outputs in breach of the Agreement or applicable law, except to the extent caused by Lab0's breach. These obligations do not transfer Lab0's own contractual responsibilities to Customer.

12.2 Procedure and remedy The protected party must promptly notify the other, allow control of the defense and provide reasonable assistance at the defending party's expense. A settlement imposing an admission or non-monetary duty requires consent. Lab0 may obtain continued-use rights, replace or modify an affected component, or terminate it and refund prepaid unused fees if those alternatives are not reasonably available. This

section states the exclusive remedies and obligations for the third-party claims it covers, subject to Section 13; separate contractual claims remain subject to their applicable terms.

13. Limitation of liability

13.1 Caps Except as stated below, each party's total aggregate liability under the Agreement is limited to fees paid or payable under the affected Order in the 12 months preceding the event giving rise to the claim (the "Base Cap"). For free, trial or evaluation Services, unless a different limit is expressly agreed in an Order, the Base Cap is the greater of US$1,000 or the fees paid or payable for that access in those 12 months. This fallback applies whether no Order exists or an Order omits a liability limit. Claims for breach of confidentiality, security or data-protection obligations have a higher cap of twice the Base Cap. Ordinary claims remain limited to the Base Cap, and all capped claims combined cannot exceed twice the Base Cap; the caps are not added together. Indemnification is subject to the applicable cap, including defense costs, awards and settlements.

13.2 Exclusions Neither party is liable for indirect, consequential, special or punitive losses, or lost profits, arising from the Agreement. Reasonable direct costs of restoring affected Customer Data are not indirect solely because they concern data. The caps and exclusions do not limit payment obligations, fraud, gross negligence, willful misconduct or liability that applicable law does not allow to be limited. All other limitations apply across legal theories and related claims in aggregate.

14. General provisions

14.1 Governing law Any governing law and court jurisdiction expressly agreed in a signed master agreement or Order apply. Otherwise, governing law and jurisdiction are determined under applicable law.

14.2 Administration The Agreement is the complete agreement for its subject. Amendments to an existing Agreement require written agreement; updated standard terms apply only when expressly accepted for a new Order, renewal or evaluation period. Neither party may assign the Agreement without consent, except with its business or substantially all relevant assets to a successor that assumes the obligations. Neither party is responsible for events beyond reasonable control, except accrued payment; if these prevent material performance for 30 days, either may end affected Services with a proportional refund of prepaid unused fees. Invalid provisions will be limited to the extent necessary; failure to enforce is not a waiver. The parties are independent contractors.

14.3 Compliance Each party will comply with applicable export-control, sanctions and anti-bribery laws in performing the Agreement. Neither party may use or supply the Services in violation of those laws or require the other to do so.

14.4 Other rights The Agreement creates no third-party beneficiaries, including Customer's end customers. Neither party may bind the other. A party may seek appropriate injunctive or equitable relief for threatened or actual misuse of its confidential information or intellectual property from a court with jurisdiction, subject to applicable law. Neither party receives permission to use the other's name or logo publicly without prior written consent.

15. Notices and contact

15.1 Notices Legal and service notices must be in writing and may be sent to the notice email or postal addresses identified in the Order, or the email address Customer designates when accepting these Terms without an Order. Notices to Lab0 may be sent to founders@lab0.ai, or another notice address Lab0 designates in writing. Customer must maintain current administrative and security contacts. Email notices are effective on delivery to the designated address without a returned delivery-failure message; recipient acknowledgment is not required. Postal notices take effect on documented delivery. Failed delivery does not constitute notice. Signatures and express electronic acceptances may be used in counterparts.