

Excavaite Inc.

Terms of Service

Effective Date: May 1, 2026

Important Notice

These Terms of Service govern your access to and use of Excavaite's products and services, including Excavaite Cloud and Excavaite Private. By accessing or using our services, you agree to be bound by these Terms. If you do not agree, do not use the services.

1. Definitions

The following terms have the meanings set out below throughout this agreement:

- "Excavaite," "we," "our," or "us" means Excavaite Inc., a company incorporated under the laws of the State of California.
- "Services" means the Excavaite Sentry-Creator platform, including Excavaite Cloud (cloud-hosted) and Excavaite Private (customer-hosted private deployment), and all associated software, APIs, and features.
- "Customer," "you," or "your" means the organisation or individual entering into this agreement and accessing the Services.
- "Authorised User" means any employee, contractor, or agent of Customer permitted by Customer to access the Services.
- "Customer Content" means all documents, files, data, metadata, and other materials ingested into or uploaded to the Services by Customer or Authorised Users.
- "Derived Outputs" means any analysis findings, embeddings, vector representations, entity extractions, relationship graphs, summaries, or other outputs generated by the Services from Customer Content.
- "AI Services" means third-party artificial intelligence providers used to deliver the Services, including embedding, inference, and language model providers.
- "Order Form" means any written or electronic order document, subscription agreement, or statement of work that references these Terms.

2. Scope of Services

2.1 Service Description

Excavaite provides an AI-powered intellectual property monitoring, analysis, and creation platform. The Services ingest documents from Customer-authorized sources, apply AI analysis to surface IP risks, prior art, and strategic insights, and provide tools to create and manage IP-related content.

2.2 Deployment Models

Services are available in two deployment models:

- Excavaite Cloud: Excavaite hosts and operates all infrastructure. Customer accesses the Services via a web interface.
- Excavaite Private: Customer hosts the application within their own infrastructure environment. Excavaite provides the software as a containerised deployment bundle. Customer is responsible for all infrastructure operation.

2.3 Service Modifications

Excavaite reserves the right to modify, update, or discontinue features of the Services with reasonable notice to Customer. Material reductions in functionality will be communicated at least 30 days in advance.

3. Account Registration and Access

3.1 Authentication

Access to the Services requires authentication via Single Sign-On (SSO) using SAML 2.0 or OpenID Connect (OIDC). Excavaite does not operate a standalone credential store for customer accounts. Customer is responsible for all authentication and access control enforced by their identity provider.

3.2 Authorised Users

Customer is responsible for: (a) ensuring only Authorised Users access the Services; (b) all actions taken by Authorised Users under Customer's account; (c) promptly deprovisioning access when an Authorised User's authorisation is revoked; and (d) notifying Excavaite immediately of any unauthorised access.

3.3 Role-Based Access

The Services support the following roles: System Administrator, Security Administrator, IP Lead, Analyst/Reviewer, and Viewer. Role assignments must be configured by Customer's System Administrator and are subject to audit logging.

4. Intellectual Property Ownership

4.1 Customer Content Ownership

All Customer Content remains the sole and exclusive property of Customer. Excavaite acquires no ownership interest, licence, or right to Customer Content except as strictly necessary to deliver the contracted Services.

4.2 Derived Outputs Ownership

All Derived Outputs — including embeddings, vector representations, analysis findings, entity extractions, relationship graphs, prior art summaries, IP claim analyses, and any other outputs generated by the Services from Customer Content — are the exclusive property of Customer. Excavaite assigns all right, title, and interest in Derived Outputs to Customer to the maximum extent permitted by applicable law.

4.3 No Training on Customer Content

Excavaite shall not, and shall contractually prohibit its AI Service providers from, using Customer Content or Derived Outputs for any of the following purposes:

- Training, fine-tuning, evaluating, or benchmarking any artificial intelligence or machine learning model;
- Improving, developing, or testing any AI product or service;
- Aggregated analytics, competitive intelligence, or benchmarking against other customers; or
- Any purpose other than delivering the contracted Services to Customer.

This prohibition applies to Excavaite and to all AI Service sub-processors. Excavaite warrants that its data processing agreements with AI Service providers contain equivalent no-training obligations.

4.4 Excavaite IP

Excavaite retains all ownership of the Services, platform software, models, algorithms, and associated intellectual property. These Terms do not grant Customer any rights in Excavaite's intellectual property except the limited licence set out in Section 5.

5. Licence Grant

5.1 Licence to Use

Subject to Customer's compliance with these Terms and payment of applicable fees, Excavaite grants Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services during the subscription term solely for Customer's internal business purposes.

5.2 Excavaite Private Software Licence

For Excavaite Private deployments, Excavaite additionally grants Customer a limited licence to deploy and operate the containerised software within Customer's own infrastructure environment. This licence does not permit Customer to: (a) copy or distribute the software outside Customer's environment; (b) reverse engineer, decompile, or disassemble the software; (c) extract or attempt to use embedded API credentials outside the container; or (d) sublicense the software to any third party.

6. Fees and Payment

6.1 Fee Structure

Fees for the Services are set out in the applicable Order Form and may comprise a combination of: (a) an annual platform licence fee; (b) a per-user subscription fee; and (c) a base platform fee. The specific amounts, billing frequency, and any volume discounts are specified in the Order Form.

6.2 Payment Terms

Unless otherwise specified in the Order Form: (a) subscriptions are billed annually or monthly, in advance, at the start of each billing period; (b) all invoices are due upon receipt; and (c) where

separately negotiated and confirmed in writing in the Order Form, Net 30 payment terms may apply.

6.3 Late Payment

Amounts not paid when due will accrue interest at the maximum rate permitted under the laws of the State of California from the date payment was due until the date payment is received. Excavaite reserves the right to suspend access to the Services for accounts with overdue balances following 14 days' written notice.

6.4 Taxes

All fees are exclusive of applicable taxes, levies, and duties. Customer is responsible for payment of all such taxes, excluding taxes assessed on Excavaite's net income. Where Excavaite is required by law to collect taxes, they will be added to the applicable invoice.

6.5 Fee Changes

Excavaite may adjust fees at renewal with at least 60 days' written notice before the end of the then-current subscription term.

7. Customer Obligations

7.1 Authorised Use

Customer agrees to use the Services only for lawful purposes and in compliance with these Terms, the Acceptable Use Policy (available at excavaite.com/legal), and all applicable laws.

7.2 Connector Scope Authorisation

Customer warrants that all document source connectors configured in the Services have been reviewed and authorised by personnel with appropriate authority. Excavaite's access to any location within a configured connector scope is deemed authorised by Customer. Excavaite bears no liability for ingesting documents that were within the configured scope but should not have been accessible due to Customer's misconfiguration.

7.3 Document Submission Responsibility

Customer is solely responsible for ensuring it has the legal right to submit Customer Content for processing by third-party AI services. Excavaite is not liable for privilege waiver, confidentiality breach, or regulatory exposure arising from Customer's submission of documents it did not have the right to process externally.

7.4 Excavaite Private Infrastructure Obligations

For Excavaite Private deployments, Customer is solely responsible for: (a) the security and configuration of the infrastructure on which Excavaite Private is deployed; (b) applying security updates to the Excavaite Private container within 14 days of a critical security release and within 60 days of a standard release; (c) maintaining network controls consistent with the trust boundary described in the deployment documentation; and (d) the security of API credentials provisioned by Excavaite and embedded in the container.

8. Data Processing and Privacy

8.1 Data Processing Agreement

To the extent Customer Content includes personal data subject to applicable data protection law (including GDPR or CCPA), the parties agree that Excavaite processes such data as a data processor on Customer's behalf. The terms of the Excavaite Data Processing Agreement (available at excavaite.com/legal) are incorporated into these Terms by reference.

8.2 AI Processing Disclosure

Customer acknowledges that delivery of the Services requires transmitting Customer Content to AI Service providers for processing. Specifically: (a) at document ingest, raw document content is transmitted to an embedding service provider for vector generation, once per document; (b) during analysis, document content chunks are transmitted to AI inference and language model providers; and (c) during agent web search, search query terms derived from Customer Content may be transmitted to a web search provider. The current list of AI Service providers is published at excavaite.com/legal/sub-processors.

8.3 Data Residency

In Excavaite Cloud, Customer Content is stored within Excavaite's cloud infrastructure in the region specified in the Order Form. In Excavaite Private, all Customer Content, Derived Outputs, and analysis results remain within Customer's own infrastructure environment at all times, except for outbound AI service calls.

9. Service Limitations and Disclaimers

9.1 AI Analysis Limitations

AI-based analysis is probabilistic and may not cover the full content of all documents. Analysis outputs may contain inaccuracies or omissions. The Services do not constitute professional legal, patent, or IP advice and do not create an attorney-client relationship.

9.2 Prior Art and Disclosure Obligations

Customer is solely responsible for managing any disclosure obligations arising from prior art or publicly available information surfaced by the Services, including obligations under applicable patent office rules. Customer should rely on its own legal counsel for such assessments.

9.3 No Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCAVAITE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. Limitation of Liability

10.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF

DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Liability Cap

EXCAVAITE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO EXCAVAITE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

10.3 Excavaite Private Infrastructure Liability

Excavaite's liability for security incidents in Excavaite Private is limited to incidents directly caused by defects in the container image or application code. Excavaite is not liable for incidents attributable to Customer's infrastructure misconfiguration or failure to apply security updates within the required timelines.

11. Confidentiality

Each party agrees to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. Customer Content is deemed Customer's Confidential Information. Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the recipient; (b) was known to the recipient before disclosure; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by law or court order, provided prompt written notice is given.

12. Term and Termination

12.1 Term

These Terms commence on the date Customer first accesses the Services and continue for the subscription term set out in the applicable Order Form, renewing automatically on a 1-year basis unless either party provides written notice of non-renewal at least 90 days before the end of the then-current term.

12.2 Termination for Cause

Either party may terminate these Terms immediately on written notice if: (a) the other party materially breaches these Terms and fails to cure the breach within 30 days of written notice; or (b) the other party becomes insolvent or subject to insolvency proceedings.

12.3 Data on Termination

Following termination: (a) Excavaite will make Customer Content available for export for 30 days; (b) Excavaite will delete Customer Content and Derived Outputs from Excavaite Cloud infrastructure within 60 days and provide written confirmation on request; (c) for Excavaite Private, Customer controls data deletion within their own environment.

12.4 Excavaite Cloud Trial to Excavaite Private Transition

Where Customer transitions from an Excavaite Cloud trial to an Excavaite Private deployment: (a) Customer Content ingested during the trial is subject to the same IP ownership and no-training protections from the date of ingest; (b) Excavaite will delete all trial data within 30

days of confirmed Excavaite Private deployment; and (c) account configuration may be migrated to bootstrap the deployment, but document content will not be transferred.

13. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms shall first be subject to good-faith negotiation between senior representatives of the parties for 30 days. If unresolved, disputes shall be submitted to binding arbitration before a mutually agreed arbitration body. Nothing in this section prevents either party from seeking injunctive relief for breach of confidentiality or IP obligations.

14. General

14.1 Entire Agreement

These Terms, together with all Order Forms and incorporated policies (including the Data Processing Agreement, Privacy Policy, and Acceptable Use Policy, each available at excavaite.com/legal), constitute the entire agreement between the parties regarding the Services.

14.2 Amendments

Excavaite may update these Terms from time to time. Material changes will be communicated at least 30 days before they take effect. Continued use of the Services after the effective date constitutes acceptance.

14.3 Severability

If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force.

14.4 Waiver

Failure to enforce any provision does not constitute a waiver of the right to enforce it in the future.

14.5 Contact

Questions regarding these Terms: support@excavaite.com

Excavaite Inc., [Street Address], [City], [State] [Zip Code]