

Lythe Terms of Service

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1. Definitions

“Lythe,” “we,” “us,” or “our” means Lythe Inc., the contracting provider for the United States business launch, or Lythe Pte. Ltd. only where expressly identified as the provider in a separately executed customer agreement.

“Fraser Simulation Studio” means Lythe’s AI-powered simulation and automated evaluation product for testing websites, product flows, visual experiences, and Android applications using AI personas, subagents, simulations, and automated evaluators.

“Customer,” “you,” or “your” means the business, enterprise, organization, or other entity that accesses or uses the Services for its own internal business purposes, including any authorized user, employee, administrator, contractor, agent, or representative acting on that entity’s behalf. The Services are intended for business and commercial use only, not for personal or household use.

“Services” means Fraser Simulation Studio and any related websites, applications, APIs, dashboards, software, documentation, AI personas, subagents, simulations, evaluation workflows, bug-testing workflows, reports, visual evaluations, analytics, integrations, support services, and related products or features made available by Lythe.

“AI Persona” means an AI generated or AI assisted simulated user, subagent, evaluator, reviewer, tester, respondent or behavioral model configured by Lythe using permitted Customer instructions and inputs to evaluate an Authorized Target within an approved Run.

“Simulation” means any automated, AI-assisted, or agentic evaluation, test, critique, comparison, analysis, review, scenario, bug-test, visual evaluation, workflow, or report generated through the Services.

“Customer Data” means permitted data, information, content, or materials submitted to, processed by, generated through, stored by, or retrieved by or through the Services on behalf of Customer, including permitted prompts, scripts, conversation-derived information, CRM-derived datasets, product flows, websites, landing pages, screenshots, prototypes, product concepts, research notes, feedback, user personas, files, URLs, logs, metadata, analytics, permitted session replay data, uploaded materials, integration data, Android application packages (APKs), and other research or evaluation data. Customer Personal Data within Permitted Inputs is protected by the DPA. Personal information outside those boundaries is not authorized input and may be handled only for containment, investigation, secure return or deletion under the DPA.

“Permitted Inputs” means: (a) synthetic or truly anonymized information; (b) ordinary, non-sensitive personal information incidentally visible on an Authorized Target’s public pages, such

as staff names, professional photographs, author bylines or job titles, only to the extent necessary to evaluate the approved page or product experience and not to identify, profile or target individuals; and (c) real customer records, feedback, conversation-derived material or transcripts containing only necessary ordinary, non-sensitive personal information, within a separate Data Approval completed before Lythe receives or accesses them. Lythe generally recommends that Customers do not supply or expose real customer records and instead use synthetic sample records in safeguarded test accounts. An exception requires specific prior Data Approval for the records, source and access involved; approval of separate feedback alone does not authorize access to records within an authenticated target. Recordings require an expressly enabled feature and specific Data Approval. Sensitive or regulated personal data, children's data, real payment-card credentials, identifiable raw replay and re-identification keys remain prohibited. Approved test secrets are handled separately under Section 15.

“Data Approval” means a separate written, versioned record accepted by Customer and expressly approved by Lythe before receipt of or access to real customer records, feedback or conversation materials. It must specify the source and any target or connection involved, necessary data categories and individuals concerned, Customer-specific purpose, lawful basis and required rights, notices and consents, minimization or masking, secure transfer, authorized personnel and providers, access boundaries and safeguards, retention and deletion, and any required international-transfer arrangements. Applicable DPA processing and transfer particulars must be complete. Initial review must use a description or a sample already within the permitted boundaries, without sending or exposing unapproved personal information. Approval is limited to the recorded material, purpose, feature and period; changes need renewed approval. Approval of feedback does not authorize unrelated records or target access. It does not permit sensitive or otherwise prohibited data, profiling individuals, contacting real people, real transactions or model training. Target authority and fresh Run Confirmation remain separately required.

“Output” means responses, persona feedback, simulated user reactions, product critiques, summaries, classifications, recommendations, analytics, evaluations, scores, segmentation insights, bug-testing results, visual evaluations, simulation results, insights, reports, actions, or other synthetic content generated by the Services, AI Personas, or Simulations.

“High-Impact Decision” means any decision, recommendation, assessment, ranking, determination, or action that may materially affect an individual's employment, credit, housing, healthcare, insurance, education, legal status, financial access, public benefits, safety, or access to similar rights, services, or opportunities.

“Regulated Use Case” means any use of the Services involving legal, medical, financial, insurance, housing, employment, education, government, political, children or minors, emergency, or other activities or contexts subject to heightened legal, regulatory, professional, or safety requirements.

“Simulation Evaluation” means the use of multiple AI Personas, simulations, tests, automated evaluators, reviewers, or similar evaluation systems to test, compare, monitor, improve, or stress-test product experiences, user flows, messaging, positioning, customer journeys, or agent behavior.

“Authorized Target” means an exact website, domain, subdomain, application, product flow, prototype, system, Android application package, account, or environment that (a) Customer owns and is legally entitled to test, or (b) the legal owner has expressly authorized Customer and Lythe in writing to test using the applicable automated, AI-agent, or simulation methods. The authorization must identify the target and permit the type, environment, intensity, and period of testing to be performed. Public availability, a hyperlink, a commercial relationship, ordinary user access, possession of credentials, an API key, a robots.txt setting, or the absence of technical blocking does not by itself make a target an Authorized Target.

“Target Certification” means Customer’s express certification of the identified target, its authority to request testing, and the permitted scope. Previously verified ownership or permission evidence may support later certifications only while valid and applicable.

“Run” means one separately identified testing execution accepted by Lythe under a unique Run ID, including only the agents, methods and limited retries expressly included in its approved plan. A Run is distinct from submitting a request, purchasing quota or accepting these Terms. This definition does not change purchased usage allowances.

“Run Confirmation” means a fresh affirmative instruction from Customer’s authorized representative, recorded before each Run, confirming the fixed Run Record’s target, scope, environment, access, window, methods, data restrictions and numeric limits and that the required authority remains valid. A standing Target Certification, earlier confirmation or purchase is not a Run Confirmation for a later Run.

“Target Owner” means the person or entity with legal authority to authorize the relevant testing of a target. A customer, vendor, merchant, partner, platform participant, or affiliate is not a Target Owner merely because it links to, uses, purchases from, sells through, or has a commercial relationship with the target.

2. Acceptance of Terms

Acceptance requires an authorized Customer representative’s deliberate affirmative action expressly stating agreement to the identified version of these Terms and the policies incorporated into that agreement, after reasonably conspicuous notice and an opportunity to open and retain them. Lythe may use an unchecked agreement box with a clearly labeled acceptance action, or a signed agreement identifying those versions. Account creation, login, payment, a request, a Target Certification, silence or continued use alone is not acceptance. The representative must have authority to bind Customer.

Before the first purchase or testing, Lythe must retain a fixed acceptance package containing the actual accepted Terms and applicable policies, completed customer details and agreement references, and the accepting representative's identity, organization, affirmative action, authenticated method and time in UTC. Provide Customer a retainable copy. An editable live link or a version label without its retained contents is insufficient. An API, SDK, MCP connection or integration may transmit acceptance only when it records the representative's specific affirmative instruction for that identified package; a background or general service request does not accept it. Material changes require renewed acceptance under Section 23. Fresh Run Confirmations are separate and do not require acceptance of unchanged general Terms for every Run.

At launch, Lythe Inc. provides the managed testing Services to business customers in the United States through eligible non-enterprise subscriptions and one-time per-report purchases and through separately negotiated enterprise agreements. Lythe Pte. Ltd. is the provider only where expressly identified in a separately executed customer agreement. Public website access does not establish service eligibility or restrict privacy rights. Before a non-enterprise payment, Customer must affirmatively accept the Terms and Refund Policy versions presented with the purchase. Subscription checkout must separately disclose and obtain authorization for the recurring charge, billing interval and automatic renewal. Enterprise purchases follow their executed agreements. Testing still requires the separate authority, Run Confirmation and execution conditions in Section 5 and the testing authorization.

A pilot or evaluation may begin only after Lythe expressly agrees its scope and an authorized Customer representative accepts the applicable terms and submits the required Target Certification. Pilot-specific targets, activities, environments, duration, rates, concurrency limits, reporting contacts, data categories and stop conditions must be recorded in the written pilot arrangement, Order Form or accepted feature authorization. These Terms alone do not grant a free pilot or permit activity outside the agreed launch restrictions.

3. Description of Services

Fraser Simulation Studio is Lythe's managed AI powered simulation and automated evaluation service for websites, product flows, visual experiences and Android applications. Customers use the vendor or client portal, or other enabled account interfaces, to request simulations, describe their needs, objectives and requested scenarios, supply permitted inputs and preferences, confirm Run Records and review Outputs. Lythe personnel manually verify testing authority and, through Lythe's systems and approved providers, configure, execute, monitor and stop accepted simulations within the agreed plan and guardrails, then deliver the agreed reports. An interface request, including through an enabled API, SDK, MCP connection or integration, submits work for review and does not directly execute a simulation or authorize target access. Lythe may accept, defer or decline requests subject to the purchased delivery and remedy terms. Human verification of bugs is included only when purchased or separately agreed. Supported workflows

may include product feedback, bug testing, usability and visual evaluation, onboarding critiques, research preparation and reports.

The Services may generate simulated feedback, user reactions, behavioral analysis, product critiques, feature recommendations, usability observations, bug or error identifications, segmentation insights, ideal customer profile (ICP) hypotheses, visual evaluations, and related Outputs.

The Services are intended to support product research, product development, customer discovery, product marketing, usability testing, positioning review, and internal decision-making. The Services do not replace real user research, professional judgment, legal advice, compliance review, or human decision-making.

Lythe may add, modify, suspend, or discontinue features from time to time. Certain features may be labelled beta, preview, experimental, or limited availability. Those features may be less reliable and may be changed, restricted, or discontinued at any time.

4. Accounts and Eligibility

You must be at least 18 years old and legally able to enter into these Terms.

You must provide accurate and complete account information and keep it updated.

You are responsible for maintaining the confidentiality of login credentials, API keys, authentication tokens, workspaces, integrations, and administrative access.

You are responsible for all activity under your account, including activity by your employees, contractors, agents, administrators, and authorized users.

You must promptly notify Lythe of any unauthorized access, credential compromise, misuse, or security incident involving your account or the Services.

5. Customer Responsibilities

Customer is responsible for its account users, permitted materials, requested targets and scenarios, Target Certifications, Run Confirmations, instructions, customer-controlled integrations and downstream use of Outputs. Customer must ensure those matters comply with law, contracts, third-party platform rules and incorporated policies. Lythe is responsible for the testing execution it controls, including operating its agents within the accepted Run Record, enforcing applicable limits and honoring stop instructions. Customer's responsibilities do not make Customer the operator of Lythe's systems or transfer responsibility for Lythe's execution errors to Customer.

Authorized Targets only. Customer may request testing only of Authorized Targets within genuine owner and applicable provider permission. Before each Run, Lythe must present a fixed Run Record for Customer's fresh Run Confirmation. It must identify the Run ID and version,

exact target and build where relevant, scope and exclusions, environment and access, methods, execution window and time zone, data safeguards, numeric rate, concurrency and duration limits and applicable plan versions. Previously verified evidence may be reused while valid, but each Run requires its own confirmation before dispatch. This applies through every interface, including MCP. A material change or a later execution window requires a revised record and renewed confirmation; an initial request or earlier Run does not authorize it. Redirects, links and embedded services never expand scope.

Third-party and competitor targets. Customer must obtain prior express written Target Owner authority covering Customer, Lythe and those acting for Lythe, with the exact testing scope, environment, methods, intensity and period. Required hosting, infrastructure and connected service permissions or notices must also be satisfied. Provide the written authority or satisfactory evidence to Lythe before execution and retain it while testing continues and afterward as reasonably necessary for disputes. Public access, credentials, ordinary use, links, a merchant or vendor relationship and domain control alone do not establish sufficient authority over every relevant system.

Continuing warranty. Each Target Certification and Run Confirmation represents that the identified authority and information are accurate, sufficient and current. Customer must immediately withdraw affected instructions and use the designated stop route if authority expires, is withdrawn, becomes disputed or is exceeded, or relevant information changes. Lythe must then stop affected work under the accepted stop procedure. Confirmation does not create permission that the real owner or provider has not granted, bind unrelated rights holders, or waive applicable law.

Authority review. Before activation, Lythe must assign and record an authority reviewer. The reviewer must reasonably verify Customer's and the representative's identity and authority, identify who controls each proposed target, and check that retained owner and required provider evidence is genuine on its face, current and sufficient for the exact proposed work by Lythe and its providers. Use corroborating sources or an independently verified owner or provider contact where authority, identity or authenticity is unclear. Domain or account control is supporting evidence, not proof of every required right. A provider policy allowing the exact work may be retained where individual approval is not required. Record the evidence, verification method, reviewer, date, scope match and conditions. Unresolved gaps or inconsistencies block execution. This reasonable review does not guarantee legal title or release Customer from supplying genuine, sufficient authority.

Other responsibilities. Customer must obtain required rights, consents, notices and lawful bases for source collection and permitted inputs, comply with applicable laws, supply accurate scenarios and constraints, maintain safeguards in systems it controls, review requested plans and Outputs and retain appropriate human oversight for downstream decisions. Lythe configures and

monitors the technical testing execution it controls. Customer must promptly communicate relevant changes and stop requests.

6. Simulations, AI Personas, and Research Controls

Customer must ensure that its requested scenarios, materials, target and data certifications, instructions and downstream decisions comply with applicable laws, contracts, third-party rights and incorporated policies. Lythe must perform the accepted testing within the agreed scope, authority and safeguards. Neither party's duties excuse the other's own breach.

6.1 Customer Materials and Permissions

You must obtain and maintain all rights, consents, notices, permissions, and lawful bases required to upload, connect, analyze, evaluate, or otherwise process Customer Data through the Services.

Customer must have the necessary rights and safeguards for all confidential information, research materials, proprietary third-party content, APKs, software packages and other supplied materials. Only Permitted Inputs may be supplied or exposed to Lythe. Real customer records, feedback or conversation materials require Data Approval before receipt or access; public-page personal information must remain incidental and necessary for the approved evaluation. Sensitive or otherwise prohibited data and malicious or unauthorized executable materials remain prohibited. Target authority, consent or feature approval does not replace Data Approval or override Section 15.

You must maintain records reasonably sufficient to demonstrate your authority to process Customer Data if requested by Lythe, a regulator, an affected individual, or an affected customer.

6.2 AI Persona and Simulation Disclosure

You must not represent AI Personas, simulated users, automated evaluations, or synthetic feedback as actual people, actual customer interviews, or actual human survey responses. Their synthetic origin must always be accurately disclosed. Research, survey or market findings derived from these outputs may be described as independently validated or statistically valid only to the extent supported by appropriate independent research methods, with the methodology and synthetic contribution accurately disclosed.

You must not use the Services to impersonate a specific real person, customer, employee, expert, public figure, or protected class member without authorization.

You must use clear, accurate, and non-deceptive language when describing Outputs, Simulations, AI Personas, assumptions, limitations, and research methodology.

6.3 Research and Product Decision Limitations

You must not rely solely on Outputs for regulated, high-impact, consequential, safety-critical, or legally binding decisions.

You must independently verify Outputs before relying on them for product, business, customer, investment, legal, compliance, or operational decisions.

You acknowledge that model behavior, prompt design, assumptions, available context, uploaded materials, evaluation settings, and third-party integrations may affect performance and Output quality.

6.4 Regulated and Sensitive Use Controls

You must not deploy the Services for Regulated Use Cases without Lythe's prior written approval and appropriate legal authority, qualified human oversight, safeguards, and documentation.

Sensitive or special-category personal data, children's data, health data, biometric identifiers, government identifiers, precise individual location, financial account data, and similar sensitive or regulated personal information must not be supplied as testing or persona-enrichment inputs. Test credentials are subject to the separate secure-handling requirements in Section 15.

6.5 Default Testing Boundaries

Unless an Order Form or Lythe's written feature authorization expressly permits a different eligible testing scope, pilots and evaluations are limited to reasonable, low-volume, non-destructive testing of public unauthenticated interfaces or expressly approved non-production environments using least-privilege test access. All testing remains subject to the data restrictions in Section 15.

At launch, Customer must not request and Lythe must not execute tests that contact real people or perform real purchases, payments or other real transactions. No Customer request, certification or feature approval creates an exception. Authenticated testing uses Customer supplied test environments or safeguarded test accounts under an agreed scope. Lythe recommends synthetic sample records for authenticated testing. Safeguarded test accounts remain required; real customer records must remain hidden unless Lythe expressly approves the particular records, target access and safeguards in a Data Approval before receiving or accessing them. Customer maintains the source environment and account safeguards it controls; Lythe controls its own execution and must stop if those safeguards fail or scope is exceeded. Integrations and restricted methods require the approvals and data safeguards in Sections 5 and 15. Security testing, authentication bypass, scanning, load testing, real account creation, production data changes and destructive activity require any separate express written Lythe, owner and provider permissions allowed by the governing agreement. An accepted testing

authorization may prohibit these methods more strictly; no mode selection overrides it. All Runs require fresh confirmation.

Where pentesting is included in the selected plan or separately agreed, it covers assessment of security vulnerabilities within the expressly approved scope. A pentesting allowance does not itself authorize any target or testing method; the Target Owner authorization, Lythe written permission and restrictions in Sections 5, 6.5 and 15 continue to apply.

Customer must comply with all rate, concurrency, scheduling, scope, and stop instructions imposed by Lythe or the Target Owner. Lythe may pause or end testing immediately if it detects errors, elevated latency, blocking, complaints, unexpected data, instability, or possible harm.

7. Prohibited Uses

You may not use the Services, directly or indirectly, for any unlawful, harmful, abusive, deceptive, unauthorized, or prohibited purpose. Prohibited uses include:

Violating applicable laws, regulations, sanctions, export controls, platform rules, or third-party rights.

Uploading or processing Customer Data that you do not have the right, authority, consent, or lawful basis to use.

Submitting stolen, scraped, unlawfully obtained, purchased, rented, or unauthorized customer data, CRM records, transcripts, research data, recordings, datasets, or user records.

Creating, presenting, or distributing simulated feedback, AI Persona responses, or Output as actual human feedback or customer interviews, concealing their synthetic origin, or presenting research, survey or market findings as independently validated or statistically valid without the support and disclosures required by Section 6.2.

Using AI Personas or Simulations to impersonate, defame, harass, exploit, manipulate, discriminate against, or unfairly target any person or group.

Using the Services as the sole basis for High-Impact Decisions or Regulated Use Cases without Lythe's prior written approval and appropriate human review.

Conducting legal, medical, financial, insurance, employment, housing, education, political, government, emergency, children/minor, or other regulated workflows without required approval and safeguards.

Uploading malware, malicious code, unauthorized Android application packages (APKs), software packages, or other executable files; attempting to bypass security controls, denial-of-service activity, scraping, probing, attacking, reverse engineering, unauthorized access, or other platform or security abuse.

Bypassing usage limits, rate limits, billing systems, access controls, model safeguards, monitoring systems, or compliance controls.

Using the Services, Outputs, evaluation results, prompts, workflows, or proprietary materials to benchmark, train, improve, or build a competing product in violation of an applicable agreement or Lythe's intellectual property or contractual rights.

Reselling, sublicensing, or making the Services available to third parties except as permitted in an applicable Order Form or written agreement with Lythe.

Testing, crawling, scraping, scanning, monitoring, accessing, evaluating, overloading, or analyzing any website, application, prototype, product, system, APK, account, or other digital asset that is not an Authorized Target.

Testing a competitor or third-party target without the Target Owner's prior express written authorization specifically covering Customer's and Lythe's automated testing.

Providing a false, incomplete, misleading, expired, or overbroad Target Certification, or continuing after authorization is withdrawn, expires, becomes disputed, or is exceeded.

Concealing the source or nature of testing, rotating identities or infrastructure to evade blocking, bypassing authentication or access controls, or circumventing a target's rate limits, safety controls, or express stop instructions.

Creating or risking a denial of service, material degradation, excessive traffic, data modification, real transaction, real-user communication, or other effect outside the certified and approved scope.

The prohibitions above on probing, attacking, or bypassing a target's security, authentication or access controls are subject only to the narrow written-authorization exception in Section 6.5, solely within its approved target, methods and scope. That exception does not permit evading blocking or stop instructions, bypassing Lythe's own platform, billing, compliance or safety controls, or any activity prohibited at launch by Sections 6.5 and 15.

Lythe may investigate, suspend, limit, throttle, block, disable, or terminate access to the Services, Simulations, AI Personas, APIs, integrations, workflows, projects, reports, or accounts where Lythe reasonably believes that use violates these Terms, Lythe's incorporated policies, third-party platform requirements, or applicable law, or creates legal, safety, security, compliance, reliability, reputational, or platform-integrity risk.

Lythe may require proof of rights, consents, data-source details, prompt records, workflow descriptions, simulation purpose, business identity information, disclosure language, research methodology, human-review procedures, and other compliance documentation before enabling or continuing any Simulation, workflow, upload, or use case.

8. Customer Data and Content

As between you and Lythe, you retain ownership of Customer Data. You grant Lythe a worldwide, non-exclusive, royalty-free licence to host, process, transmit, display, reproduce, modify and analyze Customer Data only as necessary to provide, operate, secure, support, troubleshoot, evaluate and enforce the Services; comply with applicable law; perform Lythe's obligations under these Terms and applicable agreements; and update prompts, configurations or workflows for your own deployment. As between the parties, to the extent rights exist and may lawfully be transferred, Customer owns customer-specific Output generated for it, excluding Lythe Technology and third-party materials. Lythe assigns any such Output rights it holds to Customer. "Lythe Technology" means Lythe's pre-existing and reusable software, models, methods, templates, formats, and other technology used to provide the Services. To the extent Lythe Technology is embedded in an Output, Lythe grants Customer a perpetual, worldwide, non-exclusive, royalty-free license to use it as part of that Output for Customer's lawful business purposes. This grants no rights in the underlying Services or standalone Lythe Technology. Output may be non-unique and may not qualify for intellectual-property protection.

You represent and warrant that you have all rights, permissions, consents, notices, and lawful bases necessary to provide Customer Data to Lythe and to allow Lythe to process Customer Data as described in these Terms, the Lythe Privacy Policy, and any applicable Data Processing Addendum.

Lythe does not use Customer Personal Data or identifiable customer inputs to train Lythe models, shared models, general-purpose models, or systems used for the benefit of other customers.

Lythe does not permit third-party model or AI infrastructure providers to use Customer Data or other personal data processed through the Services to train their models.

Unless otherwise agreed in writing, Lythe may use aggregated or de-identified information derived from use of the Services for analytics, security, safety, reliability, usage measurement and product improvement, provided that such information does not identify Customer or any individual and is handled in accordance with applicable law and applicable agreements.

9. AI Outputs and Service Limitations

AI systems may generate inaccurate, incomplete, biased, offensive, unrealistic, unexpected or non-compliant Output. Customer must review requested persona assumptions and scenarios, the proposed Run Record and resulting Outputs before relying on them. Lythe configures, operates and monitors its testing systems within the accepted plan. Lythe does not guarantee any particular business result, research outcome, market response, conversion rate, product-market-fit conclusion, investor reaction or customer satisfaction score.

Outputs are synthetic evaluations and should not be treated as a substitute for real user interviews, statistically valid surveys, customer research, professional research methodology, or market validation.

You must not rely solely on Output for regulated, high-impact, consequential, safety-critical, or legally binding decisions.

Customer must apply appropriate human review and validation to its requested scenarios and downstream use of Outputs and maintain stop contacts and safeguards in systems it controls. Lythe is responsible for the monitoring, execution limits and stopping controls it undertakes in the accepted testing authorization.

Where human verification is included in the selected plan or separately agreed, it means direct manual verification of bugs by a Lythe employee or a person contracted by Lythe. Human verification is subject to human error and does not guarantee detection or verification of every bug. These limitations do not excuse Lythe from providing human verification included in the purchase or replace Customer's independent review obligations under these Terms.

You must independently verify product critiques, simulated feedback, classifications, recommendations, reports, and other Outputs before relying on them for consequential, regulated, or legally significant actions.

You acknowledge that latency, model behavior, prompt quality, evaluation design, available context, uploaded materials, third-party integrations, and simulation assumptions may affect performance.

10. Integrations and Third-Party Services

The Services use or connect with the current providers identified in the Lythe Subprocessor List, including infrastructure, AI, billing, analytics, and data services. The provider's role depends on the actual contractual relationship and data flow. Customer-controlled integrations may be subject to separate terms, privacy policies, fees, limits, and compliance obligations. An integration alone does not authorize personal information outside Permitted Inputs or replace the prior Data Approval required before receipt or access to real customer records, feedback or conversation materials.

Lythe is not responsible for third-party services, outages, data handling, or changes outside Lythe's reasonable control, except to the extent Lythe has independent obligations under applicable law or has expressly agreed otherwise in writing.

11. Fees, Billing, Plans, and Usage

Purchase terms. Non-enterprise customers may purchase subscriptions and one-time per-report Services through the account and checkout flow. Before payment, the applicable checkout must disclose the selected Services, price, currency, taxes, total payable, billing interval where

applicable, included usage, cancellation terms and the delivery and remedy process below. The accepted checkout terms and these Terms, including the Refund Policy, govern that purchase. A subscription purchases quota for later requests; it does not mean that a request or delivery date has already been accepted. Enterprise purchases, including their response times, delivery commitments and remedies, are governed by the executed Master Services Agreement, Order Form or other signed customer agreement. The non-enterprise response, delivery and remedy provisions below do not amend those enterprise terms.

One-time purchases. All prices are in United States dollars (USD). The single-purchase per-report plan costs US\$150 for one complete report, with no multi-unit or bundle minimum. Customer pays before Lythe reviews the particular request for scope, feasibility, authority and permitted data. Before payment, checkout must disclose the selected plan, report quantity, general service scope and exclusions, taxes, total payable, exclusion of revisions, review process and automatic-refund rule below. Payment purchases a one-report entitlement pending review; it does not mean Lythe has accepted a particular target, scope or delivery deadline or authorize testing. Request-specific delivery terms are agreed after payment and before execution. If the request is not accepted, the automatic-refund rule below applies. A one-time purchase does not automatically renew or authorize recurring charges.

One-report fulfilment. The US\$150 purchase entitles Customer to one complete report pending review and, if accepted, for the agreed testing request. Subject to applicable cancellation and refund rights, that entitlement remains available pending review or for the accepted request until Lythe successfully performs the purchased testing and sends the completed report to Customer through the agreed delivery channel. On that delivery, the one-report entitlement is fully used and ends; no unused quota remains from that purchase. The price includes no revisions, follow-up testing, retests or additional reports. Further work requires a separate purchase or separately agreed service. This does not affect Customer's rights to use the delivered Output under Section 8, deem failed or incomplete work successfully delivered, or remove a remedy expressly owed under these Terms, the Refund Policy or mandatory law.

Subscriptions and automatic renewal. Non-enterprise subscriptions renew automatically for the billing interval disclosed and accepted at checkout until cancelled. By purchasing a subscription, Customer authorizes Lythe or its payment processor to charge the disclosed subscription fees and applicable taxes at purchase and each renewal. Customer may stop future automatic renewals through the account portal before the next renewal. Ordinary cancellation does not itself create a refund; refund eligibility and the special consequences of refund approval are governed by the Refund Policy and the additional delivery remedy below. The access period following an ordinary cancellation is governed by the accepted checkout terms, subject to preserved delivery remedies.

Enterprise terms. An executed enterprise agreement specifies the purchased Services, fees, currency, payment schedule, taxes, contract term, renewal provisions, usage limits and other

commercial conditions. An invoice implements the agreed charges and does not by itself change an executed agreement. Pricing pages and demonstrations do not alter negotiated enterprise entitlements. Enterprise renewal or extension follows the executed agreement and is not made automatic by the self-serve subscription provisions above.

Pilots and evaluations. Any free or paid pilot, trial allowance, duration, permitted features and usage limits must be expressly agreed with Lythe. No standing free-plan entitlement arises under these Terms.

Negotiated scope. An enterprise package may include custom simulation limits, AI Persona or agent limits, integrations, support, onboarding or other Services expressly identified in the executed agreement.

Additional usage. Extra simulations, reports, service extensions and other additions require the terms and charge authorization disclosed and accepted at checkout or agreed with Customer. Usage metrics and any overage rates must be specified before the charge is authorized. Exceeding a limit alone does not authorize an undisclosed additional charge.

Payment. Non-enterprise purchases and subscription renewals use the payment method authorized at checkout. Customer must pay enterprise fees and taxes properly invoiced under its agreement using the payment method and due dates specified there. For non-enterprise purchases, failed attempts and technical failures must not consume paid quota or make the relevant purchase used or reduce an applicable refund or remedy. Enterprise usage accounting follows the separately executed agreement, subject to applicable law.

Usage allowances. Every plan includes the simulation or report quota specified for that plan in the accepted purchase terms. Quota units, included usage and the applicable usage period must be disclosed before purchase. Included simulations, credits and other allowances have no independent cash value and are not transferable unless the applicable purchase terms permit transfer. The Pro plan's two controlled runs are included within its total quota of five simulation reports. The Team plan's eight controlled runs are included within its total quota of twenty simulations. These controlled-run allowances are not additional quota.

Monthly quota expiry; no rollover. Subscription simulation quotas reset for each monthly usage period, with the start and expiry of each period disclosed in the accepted purchase terms. Any quota unused at the end of its applicable monthly usage period automatically expires and becomes unavailable. It does not accumulate, carry forward, remain accessible or become usable in a later period, whether Customer continues, renews or cancels its subscription. Lythe has no obligation to provide replacement quota or extend its validity merely because Customer did not use it within that period. The US\$150 one-report purchase follows the one-report fulfilment rule above and is not subject to monthly subscription quota expiry.

Discretionary exceptions. Except where the delivery and quota protections below or a controlling executed agreement require otherwise, any rollover, extension, reinstatement or additional quota

is entirely at Lythe's sole discretion. Lythe may grant or decline an exception without obligation. Any granted exception must be recorded in writing, including its amount and expiry, and does not create a right to further exceptions. These quota rules remain subject to the purchase and material-change acceptance requirements in these Terms.

Preserved rights and refund effects. Ordinary quota expiry does not remove a refund, delivery remedy or quota protection expressly owed under this Section, the Refund Policy or mandatory law. In particular, the protections below for a complete request submitted before expiry and for Lythe-caused review or delivery delay remain applicable. A full refund under the Refund Policy removes the quota associated with the refunded purchase or subscription charge, leaving quota from other purchases and billing periods unaffected. A partial delivery refund removes only the affected quota as specified below.

Refund eligibility. The Fraser Refund Policy incorporated under Section 24 applies to all non-enterprise purchases, including subscriptions and per-report purchases. For purchases made under this version, ordinary Customer-requested refunds are at Lythe's discretion, whether the purchase is used or unused; there is no guaranteed 48-hour unused-purchase refund. This discretion does not apply to the automatic full refund for an unaccepted prepaid one-time request below, another express contractual remedy, rights attached to an existing purchase under its accepted terms, or mandatory rights. An approved full refund returns the entire amount paid for the refunded purchase, including taxes and mandatory fees collected by Lythe, without an administration, processing or cancellation deduction.

Purchase-specific use. Only successful use attributable to the purchased report or paid quota counts. A report counts as use only when Lythe successfully performs the purchased testing and provides the completed report. A controlled run counts only if it successfully uses that purchase's paid quota. Creating an account or logging in alone, failed attempts, technical failures, separate free runs, and usage attributable to another purchase or previous billing period do not make the purchase used. Erroneous quota deductions from failed attempts or technical failures are disregarded when assessing unused status. A successfully completed report may document unsuccessful journeys or inconclusive outcomes in Customer's product; these outcomes are distinct from Lythe failing to perform the purchased testing or provide the report and do not alone establish an automatic refund entitlement.

Subscription charges. Refund requests are assessed against each relevant initial subscription payment or renewal charge and the report or paid quota purchased by that charge for its billing period, not Customer's lifetime subscription history. A new or unused charge does not itself create a guaranteed refund window. An approved full refund covers that charge alone, including its taxes and mandatory fees collected by Lythe, not all previous subscription payments. Requests covering multiple charges are assessed separately for each charge.

Discretionary refunds. Ordinary Customer-requested refunds under the Refund Policy are at Lythe's discretion unless the automatic-refund rule below, an additional delivery remedy, the

controlling agreement, protected rights from an existing purchase or applicable law requires a refund or other remedy. Lythe may request reasons and supporting information, but a good reason or unused status does not guarantee approval. An approved discretionary refund under the Refund Policy is a full refund. No additional bilateral written agreement is required to receive a refund approved under that policy. Enterprise refunds remain subject to their separately agreed terms. Mandatory rights and remedies remain unaffected.

Refund requests. Submitting a refund ticket through the account portal is sufficient. When the portal works, an additional email to team@lythe.ai is optional and recommended for follow-up. If Customer cannot sign in, the portal is unavailable, or the relevant purchase cannot be selected, Customer may instead send the refund request to team@lythe.ai, without needing a later portal submission. The email should clearly request a refund and include available account and purchase details so Lythe can identify the relevant charge. The request time is the portal ticket's submission timestamp or, when the fallback is used, the timestamp of the first refund-request email sent to team@lythe.ai. That original timestamp governs the 72-hour decision and refund-initiation period. Follow-ups, duplicates, a later portal ticket and Lythe's review do not restart that period. Any earlier purchase-specific request window or deadline remains governed by the terms accepted for that purchase.

Refund processing. Lythe will communicate approval or decline by email and in the account portal and initiate an approved full refund through Stripe to the original payment method within 72 consecutive hours after the original request time, not after approval. This period includes weekends and public holidays. Inability to access the portal does not invalidate an eligible email request or delay this deadline. Bank, card issuer or payment-provider posting may take additional time without extending Lythe's initiation deadline. Any shorter period required by applicable law continues to apply.

Effect of refund approval under the Refund Policy. The following payment-specific consequences apply to full refunds under the Refund Policy. Lythe applies each approved refund to the purchase or subscription charge being refunded and removes only the quota associated with that payment. Whether a refunded subscription charge relates to an older or the current billing period is determined when the refund is approved. The distinct effects of a partial refund under the additional delivery remedy are specified below.

Refund of an older billing period. Approval removes only quota associated with that refunded payment. It does not cancel a newer, non-refunded subscription period or its renewal, or end access or remove quota paid for by that newer period.

Refund of the current billing period. Approval immediately stops future renewal of that subscription and ends access and removes quota associated with the refunded payment, rather than scheduling cancellation for the end of the billing period.

Preserved purchases and quota. Non-refunded billing periods, separate purchases and unrelated subscriptions are unaffected. Customer must retain the account access needed to use remaining paid access and quota under their original validity, expiry and carry-over terms, subject to the additional delivery remedy below. A refund does not close the account or revoke access needed for those preserved entitlements. Except for the affected entitlement protected by the delivery remedy, a refund does not extend expired entitlements or create a right to use ended access or removed quota. A refund request alone does not establish approval or close Customer's account.

Request review. Customer submits a testing request through an enabled account interface or, if unavailable, to team@lythe.ai. A complete request identifies the target, requested scenarios and objectives, relevant purchase or billing period, and the permissions, permitted inputs and access reasonably necessary to assess the requested work. Lythe records receipt with a timestamp and time zone and must communicate its decision to accept, with proposed delivery terms, or to decline within 72 consecutive hours after receipt of a complete request. Weekends and public holidays count. If required information is missing, Lythe must identify the specific missing items within 72 consecutive hours after the initial submission; the decision period runs from receipt of the last reasonably required item. Lythe's internal review, repeated requests for already supplied information, acknowledgement messages or internal queue changes do not restart the period. A holding response or proposed deferral is not acceptance or decline. A missed review deadline alone is not a decline, does not automatically trigger a refund and is not permission to test. Lythe must provide the delay notice below and continue the review; the automatic refund applies if Lythe declines or suitable scope and delivery terms cannot be agreed.

Automatic refund for an unaccepted one-time request. If Lythe declines a prepaid one-time request for any reason or suitable scope and delivery terms cannot be agreed before execution, Lythe must automatically refund the entire amount paid for that request, including taxes and mandatory fees collected by Lythe. No separate Customer refund request or reason is required, and this refund is not discretionary. Where suitable terms cannot be agreed, Lythe must promptly record and notify Customer of that outcome and close the unaccepted request. Lythe must notify Customer by email and in the account portal and initiate the full refund through Stripe to the original payment method within 72 consecutive hours after the decline or the determination that suitable terms cannot be agreed, including weekends and public holidays. A missed review deadline alone does not trigger this refund. Any earlier refund deadline already owed remains applicable. Bank or payment-provider posting may take additional time. This refund removes only the refunded entitlement; the Refund Policy's preserved-purchase rules apply. It controls initial non-acceptance before testing; remedies for an accepted request remain available below, without duplicate recovery.

Request-specific delivery terms. There is no universal report turnaround. Before executing a request or committing prepaid subscription quota to it, Lythe and Customer must agree a retained written record identifying the work and deliverables, completion deadline with time zone, relevant payment and quota units, and any specific Customer dependencies and their due dates.

For a prepaid one-time request, they agree this record after payment and before execution; payment alone is not acceptance of the proposed work or delivery terms. A proposal becomes an accepted request only when Customer affirmatively agrees to those delivery terms. Mere submission does not commit quota. Reserving quota for an accepted request is not successful use or consumption under the Refund Policy. No deadline change or repeated deferral binds Customer without its affirmative agreement. Commercial acceptance does not replace the required owner or provider permissions, fresh Run Confirmation or execution safeguards. Lythe must not access a target merely to assess or accept a request without the authorization required for that access.

Delivery remedy and quota protection. For subscription requests and accepted one-time requests with affected unused paid testing, Customer may choose a proportional refund or replacement testing at no additional charge with a new agreed completion deadline if Lythe declines a complete request within the purchased scope for reasons within Lythe's control, misses its agreed completion deadline, or cannot deliver before the relevant quota expires for reasons within Lythe's control. Repeated deferral does not postpone this choice. Lythe must explain the failure and available choices and must not treat its own failed attempts as delivered work. A missed review deadline alone does not trigger a refund or replacement entitlement. When a complete request is submitted before quota expiry, Lythe must preserve the affected quota during its review period; Lythe-caused review or delivery delay must not extinguish the remedy. If the request is declined, the remedy covers only the unused quota identified for that request, not an entire subscription merely because one request was declined.

Replacement testing. If Customer selects replacement testing, the parties must agree a new completion deadline and retain the affected entitlement through that deadline without an additional purchase or subscription renewal. The entitlement covers the affected work, not general additional subscription access or unrelated quota. Lythe must respond to a complete replacement request within the same 72 consecutive hour review period. If Lythe cannot offer lawful, safe replacement testing with an agreed deadline, it must provide the applicable refund. If the replacement deadline is missed for reasons within Lythe's control, Customer may make the same remedy choice again. Testing remains subject to valid written authority, source safeguards and fresh Run Confirmation where required, including a changed Run window.

Proportional delivery refund. For an affected unused one-time report, the refund is its actual paid report price. For subscription testing, the refund is the actual service fee paid for the relevant billing period multiplied by the affected unused report or simulation quota units, divided by the total report or simulation quota units included in that payment. The refund also returns associated taxes and mandatory fees collected by Lythe in the same proportion. The retained purchase and request records must identify that allocation. Discounts reduce the actual amount paid; controlled runs already included within report or simulation quota are not counted again as additional units. Separately purchased additions are allocated to their own payment. The refund cannot exceed the amount paid for the affected entitlement and cannot duplicate a prior refund, replacement

successfully delivered or other recovery for the same work. No processing or administration deduction applies. A replacement reservation alone is not successful delivery.

Delivery remedy requests and effects. Customer may select the remedy through the account portal or the email fallback described above, identifying the affected request and choice. Lythe must communicate approval or a reasoned decline and initiate an owed refund through Stripe to the original payment method within 72 consecutive hours after that original remedy request, including weekends and public holidays. Follow-ups or internal review do not restart this period; payment-provider posting may take additional time. This express delivery remedy remains available where its stated conditions are met, including where other quota from that payment has been successfully used; it is not subject to ordinary discretionary refund approval. A proportional delivery refund removes only the affected quota and does not itself cancel renewal, end access or remove the unrefunded quota from that payment. Ordinary cancellation remains available. If refunds return the entire current subscription payment, the Refund Policy's current-period cancellation effects apply. Other paid purchases and periods remain unaffected. Customer may instead exercise an applicable full refund right under the Refund Policy; its full-refund consequences then apply.

Customer dependencies and preserved rights. Missing Customer inputs, insufficient genuine authority, Customer withdrawal or requested changes, and circumstances outside Lythe's reasonable control do not by themselves trigger the additional delivery remedy to the extent they actually prevent performance. Lythe must promptly identify the specific dependency or circumstance and its effect; any revised deadline requires Customer's affirmative agreement. This does not excuse a delay caused by Lythe or remove a remedy that has already arisen. Unrelated quota remains subject to its original expiry and carry-over terms. Nothing in the additional delivery remedy reduces an automatic or otherwise owed full refund, protected refund rights attached to an existing purchase, any more favorable express commitment or mandatory rights. It does not guarantee particular findings or waive the successful-performance distinction above, and is not an exclusive remedy for breach. These dependency rules do not limit the automatic refund for a prepaid one-time request declined or closed without acceptance under the rule above.

Delay notices. If Lythe anticipates missing a request-decision, agreed completion or refund-initiation deadline, it must notify Customer promptly, explaining the reason, expected resolution time and available remedies. Notification alone does not extend a deadline, count as a decision or refund initiation, or waive Customer's accrued rights. A revised completion date requires Customer's affirmative agreement under the delivery terms above. The Refund Policy's deadlines and mandatory legal rights remain unaffected. Lythe must not require Customer to accept a delay or replacement instead of an owed refund.

Other cancellations and changes. Enterprise cancellation requests follow the notice requirements, effective date, payment commitments and termination rights in the executed agreement. For non-

enterprise purchases, cancellation and refunds follow the accepted checkout terms, the Refund Policy and the additional delivery remedy in this Section. Lythe may suspend or restrict Services for overdue amounts, failed payments, suspected fraud, excessive usage or breach, subject to the controlling agreement and applicable law. Suspension or termination does not extinguish a delivery remedy already owed. Changes to offerings or proposed pricing apply prospectively to new purchases or renewals, with required notice and authorization; they do not retroactively alter an existing purchase's committed price, scope or refund rights.

12. Intellectual Property

Lythe and its licensors own all rights, title, and interest in and to the Services, including software, systems, APIs, models, prompts, workflows, AI Persona systems, simulation methods, evaluation methods, scoring systems, analytics, dashboards, designs, documentation, reports, trademarks, trade secrets, and other technology, excluding Customer Data. Customer-specific Output rights and any embedded Lythe Technology license are governed by Section 8. References to reports in this Section reserve Lythe's reusable reporting technology and formats, not the customer-specific Output rights assigned under Section 8.

Subject to these Terms and payment of applicable fees, Lythe grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services for your internal business purposes during the applicable subscription term or one-time purchase access period. Access is also subject to the purchase-specific effects of an approved refund under Sections 11 and 17 and the Refund Policy.

You may not copy, modify, reverse engineer, decompile, disassemble, rent, lease, sell, sublicense, create derivative works from, or otherwise exploit the Services except as expressly permitted by Lythe in writing or to the extent such restriction is prohibited by applicable law.

13. Feedback

If you provide suggestions, ideas, requests, bug reports, recommendations, or other feedback about the Services, you grant Lythe a perpetual, irrevocable, worldwide, royalty-free right to use, disclose, reproduce, license, distribute, and otherwise exploit that feedback without compensation to you, subject to Section 14 and the applicable data-use and data-protection restrictions in these Terms and the DPA. This feedback licence does not authorize disclosure of Confidential Information, public identification of Customer or use of its name, logo or marks without the consent required by Section 14. It does not expand Lythe's rights in materials supplied for testing or persona enrichment or in customer-specific Outputs under Section 8, or permit use of personal data contrary to Section 15 or the DPA.

14. Confidentiality and Publicity

"Confidential Information" means non-public business, technical, financial, product, security, customer, or operational information disclosed by one party that is marked confidential or that a

reasonable recipient would understand to be confidential. The receiving party will use Confidential Information only to provide, receive, evaluate, secure, or support the Services; disclose it only to personnel and contractors who need to know it and are bound by confidentiality duties at least as protective as these Terms; and protect it with at least reasonable care.

Confidential Information does not include information the recipient can document was lawfully known without restriction, independently developed without use of the Confidential Information, lawfully received from a third party without restriction, or publicly available through no breach. If disclosure is legally required, the recipient will, where legally permitted, give prompt notice and disclose only what is required.

These confidentiality duties continue for two years after each disclosure; trade secrets remain protected for as long as they qualify as trade secrets. Neither party may announce a pilot or customer relationship, identify the other publicly, or use the other's name, logo, or marks without prior written consent.

15. Privacy and Data Processing

Lythe will process personal data in accordance with the Privacy Policy and applicable DPA. Customer is responsible for lawful source collection, required rights, notices, consents and lawful bases, accurate instructions, and supplying only Permitted Inputs. Separate Data Approval is required before real customer records, feedback or conversation materials are supplied or exposed; neither target permission nor payment is a substitute.

Where Customer Data includes personal data subject to privacy or data protection laws, the parties will comply with applicable data protection obligations. Lythe may engage affiliates, including Lythe Pte. Ltd., to process personal data in connection with the Services, subject to the Lythe Privacy Policy, any applicable Data Processing Addendum, customer agreement, and applicable law.

The DPA is incorporated into these Terms and applies whenever Lythe Processes Customer Personal Data on Customer's behalf. Required processing details and any applicable transfer arrangements must be completed before the Processing that depends on them begins. Acceptance of the DPA alone does not authorize a restricted data category, feature, target, or activity.

Customer and Lythe must apply the Permitted Inputs boundaries before access, capture or onward transmission. Authorized public-page testing may encounter only ordinary, non-sensitive personal information incidental and necessary to evaluate the page or product; do not collect it to identify, profile or target people. Lythe recommends synthetic sample records for authenticated testing. Safeguarded test accounts remain required; real customer records must remain hidden unless Lythe expressly approves the particular records, target access and safeguards in a Data Approval before receiving or accessing them. Prepare private environments and source systems before access and remove or mask information outside the permitted categories; sandbox real

messaging, payments and unrelated connected services. Lythe must check the agreed preparation evidence and safeguards before dispatch and minimize page content, screenshots, browser or network logs and model inputs to the approved purpose. Redacting a final report does not cure earlier receipt of prohibited or unapproved data. Approval of separate feedback alone does not authorize access to real customer records in an authenticated target; that access needs specific Data Approval before it occurs.

Customer may supply synthetic or truly anonymized, unlabeled information for persona enrichment. Removing names, replacing identifiers or leaving data unlabeled does not establish anonymity if individuals remain reasonably identifiable; pseudonymized information remains personal data where applicable. Real customer feedback, conversation-derived material and transcripts may be received and used only within a prior Data Approval and the DPA; remove unnecessary identifiers and sensitive material before transfer. Lythe may label approved material and use it through prompts, retrieval or configuration for that Customer's own personas and simulations, without identifying or profiling real individuals, training models or using identifiable material for other customers. No re-identification keys may be supplied. Account, billing, authentication and service-security information is handled separately under the Privacy Policy and must not be repurposed as simulation content.

Sensitive or regulated personal data, children's data, health data, biometric identifiers, government identifiers, precise individual location, financial account data, real payment-card credentials and identifiable raw replay remain prohibited as testing or persona-enrichment inputs. Ordinary professional photographs allowed on public pages must not be used for biometric identification. Approved test secrets may be supplied only through Lythe's secure credential mechanism, never prompts, ordinary uploads, reports or recordings. If prohibited personal information, unapproved real customer records behind a login, or feedback or conversation materials outside a valid Data Approval appear, Lythe must stop affected capture, testing and onward transmission, isolate the material with restricted access and notify Customer. Ordinary personal information already within the accepted public-page scope or a valid Data Approval is not by itself a stop event. Further handling of unapproved material is limited to necessary containment, investigation, secure return or deletion under the DPA and law; do not continue simulation, persona enrichment or model processing on it. Resume only after containment, restored safeguards, any required approval and fresh Run Confirmation. No data approval permits real-person contact or real transactions at launch.

16. Security

Lythe will use commercially reasonable administrative, technical, and organizational safeguards designed to protect the Services and Customer Data. You are responsible for configuring your account securely, managing access permissions, rotating credentials, limiting administrative privileges, and maintaining the security of your systems, integrations, and endpoints.

You must promptly notify Lythe if you become aware of unauthorized access, misuse, security incidents, compromised credentials, unlawful data use, or potential breaches involving the Services or Customer Data.

17. Suspension and Termination

Lythe may suspend, limit, or terminate your access to the Services if you breach these Terms, fail to pay fees, create security or legal risk, violate applicable laws, third-party platform requirements, or incorporated policies, misuse the Services, exceed usage limits, or use the Services in a manner that may harm Lythe, users, customers, infrastructure, or third parties.

Customer may cancel or request cancellation as described in Section 11, subject to the applicable purchase terms or executed enterprise agreement. A full non-enterprise refund under the Refund Policy has the payment-specific effects described in Section 11: refunding an older subscription period does not cancel a newer, non-refunded period or its renewal; refunding the current period immediately stops future renewal and ends access and removes quota associated with that payment. The relevant period is assessed when approval occurs. A proportional delivery refund under Section 11 removes only affected quota and preserves access, renewal and unrefunded entitlements, unless refunds return the entire current subscription payment, in which case the current-period full-refund effects apply. Unrelated purchases and periods remain usable under their original terms. Section 11's affected entitlement protection survives ordinary cancellation or termination to the extent needed to provide the agreed lawful and safe replacement or owed refund, without requiring renewal or an additional purchase. Upon other effective termination, the right to access the terminated Services ends. Provisions that by their nature survive continue to apply, including fees, intellectual property, confidentiality, data rights, disclaimers, indemnity, liability limits, dispute resolution and compliance obligations. Nothing in this Section removes a remedy owed under Section 11, the Refund Policy or applicable law.

18. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, LYTHE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AVAILABILITY, SECURITY, AND ERROR-FREE OPERATION.

LYTHE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, COMPLETE, COMPLIANT WITH YOUR SPECIFIC LEGAL OBLIGATIONS, OR SUITABLE FOR ANY PARTICULAR PRODUCT DECISION, RESEARCH PROCESS, REGULATED USE CASE, OR CUSTOMER OUTCOME.

19. Indemnification

To the maximum extent permitted by law, Customer will defend, indemnify, and hold harmless Lythe and its affiliates, officers, directors, employees, contractors, service providers, licensors, and agents (the "Lythe Protected Parties") from every third-party claim, demand, investigation, action, or proceeding, and all resulting liabilities, damages, judgments, settlements, penalties, fines, costs, reasonable attorneys' fees, and defense expenses, arising from or relating to:

an inaccurate, incomplete, misleading, expired, withdrawn, or breached Target Certification or representation concerning ownership, control, permission, or scope;

a target or activity that Customer identifies, requests, directs, certifies, or approves without sufficient authority;

Customer's testing of a competitor or other third-party target;

Customer Data, materials, credentials, instructions, access, Simulations, AI Personas, prompts, workflows, integrations, or Outputs that violate law, contract, platform rules, or third-party rights;

Customer's violation of these Terms or an incorporated policy; or

Customer's failure to obtain a required consent, authorization, disclosure, lawful basis, or permission.

Customer will promptly assume the defense of covered claims with counsel reasonably acceptable to Lythe. Customer may not settle without Lythe's written consent if a settlement admits fault by, imposes an obligation on, or fails to release a Lythe Protected Party. If Customer fails to assume a covered defense promptly or a conflict exists, Lythe may control that covered defense at Customer's expense.

The defense, indemnity and hold-harmless duties do not apply to the extent a claim or loss is caused by a Lythe Protected Party's negligence, breach of the governing agreement, unauthorized execution or testing outside the accepted scope, including accidental execution errors, fraud or willful misconduct. Customer's false or insufficient authority remains Customer's responsibility to the extent it caused the claim. No final or non-appealable judgment is a prerequisite to this exclusion. For mixed claims, the parties must reasonably allocate defense and loss according to their respective responsibility, cooperate to separate covered and excluded matters, and resolve disputed allocation under Section 22 without requiring Customer to fund costs solely attributable to excluded Lythe conduct. This Section creates no new Lythe indemnity and does not enlarge Lythe's monetary liability beyond Section 20 or restrictions permitted by law.

20. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LYTHE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, CUSTOMER CLAIMS, REGULATORY PENALTIES, PRODUCT DECISIONS, RESEARCH ERRORS, MARKET LOSSES, OR COST OF SUBSTITUTE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF LYTHE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LYTHE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO LYTHE FOR THE SERVICES IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY; OR (B) USD \$100.

The limitations in this Section do not limit Customer's defense, indemnification, or hold-harmless obligations; either party's fraud or willful misconduct; or liability that cannot lawfully be limited. The limitations do not bar injunctive or other equitable relief.

The limitations in this Section do not reduce a refund or replacement testing expressly owed under Section 11 or the Refund Policy. This exception preserves those specific delivery remedies and does not create a separate indemnity or otherwise expand the damages cap.

21. Export, Sanctions, and Restricted Use

You must comply with applicable export control, sanctions, anti-bribery, anti-corruption, and trade compliance laws. You may not use the Services in embargoed jurisdictions, for sanctioned parties, or for prohibited end uses.

22. Governing Law and Disputes

These Terms are governed by the laws of the State of Delaware, United States, without regard to conflict of law rules. The parties agree to the exclusive jurisdiction of the state and federal courts located in Delaware, unless an applicable Order Form or written enterprise agreement expressly states otherwise.

23. Changes to Terms

Lythe may propose prospective updates to these Terms and incorporated contractual policies. For a material change affecting fees or renewal, service commitments, liability, dispute resolution, confidentiality, data use or testing permission, Lythe must give clear notice identifying the proposed change, effective date and accessible revised package. Existing purchase rights, paid entitlements and refund rights remain protected. Emergency suspension or restriction permitted

under the existing agreement may take effect to address safety or legal requirements without expanding testing permission.

A material contractual change applies to an existing Customer only after its authorized representative affirmatively accepts the identified revised package under Section 2, except to the extent mandatory law requires otherwise. Silence, account activity or continued use does not constitute that acceptance. If renewed acceptance is absent, Lythe must not apply the unaccepted material change or execute affected testing. Existing terms continue for existing purchases to the extent performance remains lawful and safe, subject to their suspension and termination provisions and preserved delivery and refund rights. A material change to a Run's target, scope, window, methods or limits also requires fresh Run Confirmation, even if the general Terms are unchanged. Minor corrections that do not alter rights or obligations may be notified without renewed assent. These acceptance requirements govern incorporated policy updates despite any general continued-use wording in those policies.

The Refund Policy version incorporated at the time of a purchase governs its refund rights. Later changes do not reduce refund rights attached to that purchase. Any required notice or renewed acceptance for future purchases or renewals remains subject to applicable law and Section 2.

24. Miscellaneous

These Terms, the incorporated Fraser Refund Policy, Acceptable Use Policy, AI Use Policy, Privacy Policy, Cookie Policy and DPA, together with the accepted checkout terms or executed customer agreement, govern the Services. Mandatory transfer terms prevail over conflicting provisions for the relevant transfer. The DPA prevails over conflicting provisions concerning Customer Personal Data Processing. For eligible non-enterprise purchases, the Refund Policy controls its full refund eligibility, submission, processing, payment method and purchase-specific approval effects and prevails over inconsistent general fee, cancellation or refund provisions. Section 11's automatic refund for an unaccepted prepaid one-time request supplements that policy and controls its automatic trigger and initiation deadline; the policy's full-refund payment effects otherwise apply. Section 11's express additional delivery remedy also supplements that policy: for a proportional delivery refund, Section 11's allocation, request timing and affected-quota effects prevail over the policy's ordinary discretionary-request and full-refund effects only to the extent needed to give that additional remedy effect. It does not reduce an automatic or otherwise owed full refund, protected refund rights attached to an existing purchase, or the consequences of an applicable full refund. Enterprise purchases remain governed by their executed Master Services Agreement, Order Form or other signed customer agreement for its expressly stated subject matter. Otherwise, the Terms of Service are followed by the Acceptable Use Policy and AI Use Policy and then other incorporated policies. Nothing in this hierarchy excludes or restricts mandatory rights or remedies. Target Certifications and feature authorizations narrow permitted use and cannot override mandatory law, required safeguards or the controlling agreement.

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect. You may not assign these Terms without Lythe's prior written consent. Lythe may assign these Terms in connection with a merger, acquisition, corporate reorganization, financing, or sale of assets. No waiver is effective unless in writing. These Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship.

25. Contact

For notices, legal questions, privacy requests, or compliance inquiries, contact:

Legal entity: Lythe Inc.

Registered address: 2209 Van Ness Avenue, San Francisco, CA 94109

Email: team@lythe.ai

Abuse/compliance contact: team@lythe.ai

Privacy contact: team@lythe.ai