



Jadu Agent-Ex

End User License Agreement

October 2025

Jadu AgentEx: End User License Agreement and Terms of Service

Jadu AgentEx Factory Including Derivative AI Products such as Agent-Ex: Search and Other Jadu AI Agents

1. Introduction and Scope

THIS END USER LICENSE AGREEMENT ("AGREEMENT") GOVERNS YOUR USE OF THE JADU AGENTEX FACTORY PLATFORM AND ASSOCIATED JADU ARTIFICIAL INTELLIGENCE ("AI")-POWERED AGENTS, INCLUDING BUT NOT LIMITED TO Agent-Ex: Search ("AGENTEX PRODUCTS"). BY ACCESSING OR USING AGENTEX PRODUCTS, YOU AGREE TO THESE TERMS. IF YOU REPRESENT AN ENTITY, YOU WARRANT THAT YOU ARE AUTHORIZED TO BIND THAT ENTITY TO THIS AGREEMENT.

2. Definitions

AgentEx Factory: The cloud-based, no-code platform enabling creation, deployment, and management of AI Agents.

AI Agents: Applications built with AgentEx Factory integrating Large Language Models (LLMs) such as OpenAI, Claude, Gemini, Copilot, etc.

Backend Services: The use of AgentEx Products as an underlying system that processes, manages, or automates tasks, workflows, or data operations in support of an external application, without exposing AgentEx's user interface directly to end-users. This includes but is not limited to: handling data processing or retrieval for an external application; automating workflows that operate behind the scenes; and providing AI-powered search, indexing, or content management functions that support an external frontend application. However, Backend Services do not include any use that requires collecting or using end-user credentials to access personal data on their behalf, unless explicitly authorized by the end-user in writing.

Compliance Standards: means the laws, regulations, standards, and guidelines applicable to the use of AgentEx Products, including but not limited to: (a) UK General Data Protection Regulation (UK GDPR) – The data protection and privacy regulation governing the processing of personal data within the United Kingdom. (b) Web Content Accessibility Guidelines (WCAG) 2.2 Level AA – The internationally recognized guidelines for making web content accessible to people with disabilities, as maintained by the World Wide Web Consortium (W3C). (c) State Risk and Authorization Management Program (StateRAMP) – A framework providing security assessment, authorization, and continuous monitoring requirements for cloud service providers working with U.S. state and local governments. (d) Federal Risk and Authorization Management Program (FedRAMP) – A standardized approach to security assessment, authorization, and continuous monitoring for cloud computing products and services used by U.S. federal agencies. (e) System and Organization Controls 2 (SOC 2) – A set of criteria developed by the American Institute of Certified Public Accountants (AICPA) for evaluating the security, availability, processing integrity, confidentiality, and privacy of cloud-based services. (f) National Institute of Standards and Technology (NIST) Cybersecurity Framework – A framework developed by NIST to provide guidelines and best practices for improving cybersecurity risk management and protecting critical infrastructure. These Compliance Standards may be updated from time to time, and the Licensee is responsible for ensuring continued adherence to any applicable versions or successor frameworks.

Order Form: The information including the details of your Subscription and charges set out in a contract with Jadu or a VAR

Customer Data: Data uploaded or processed by AgentEx Products.

Documentation: Documents provided for the AgentEx Products in either printed text or digital or machine-readable

form, including any technical documentation, program specification and operations manual.

Subscription: Your access rights to AgentEx Products as specified in your Order Form.

VAR: Value-Added Reseller authorized by Jadu to distribute licenses.

LLM Tokens: Usage credits consumed by AI model interactions.

3. Duration

This Agreement begins upon activation of your Subscription and continues until terminated in accordance with this Agreement.

4. License Grant

Subject to payment of applicable charges and compliance with this Agreement, Jadu grants you a limited, non-exclusive, non-transferable license to use AgentEx Factory and associated AI Agents solely for your internal business operations. You also receive the right to access and use Documentation only in support of the licensed use of AgentEx Products. This license excludes redistribution, reselling, or sublicensing unless explicitly authorized by Jadu under a VAR agreement. A breach of these terms is grounds for immediate termination of the license. You agree to ensure that AgentEx Products are used strictly within maximum usage limits as outlined in your Order Form. You must promptly notify Jadu of any unauthorized access or use and, upon notification, provide Jadu with reasonable assistance with investigation and mitigation concerning any breach or vulnerability in relation to your use of AgentEx Products.

5. Responsibilities

You agree to comply with all Compliance Standards. You must secure and control access to AgentEx Products, implementing authentication and authorization measures to prevent unauthorized or inappropriate use. You must promptly report security incidents, unauthorized access, breaches, or vulnerabilities related to AgentEx Products to Jadu. You are responsible for maintaining the confidentiality of user credentials and ensuring that users follow security and operational procedures prescribed by Jadu.

6. Restrictions

You must not exceed the permitted scope of use or maximum usage limits stated in your Subscription. You must not modify, reverse-engineer, decompile, disassemble, or derive the source code or creative derivative works of AgentEx Products except as authorized by law for interoperability provided that you have first made a written request to Jadu for such information as is necessary to achieve interoperability with independently created computer programs; any such information obtained by you is used only for the purpose of achieving interoperability of AgentEx Products with another software program; any such information obtained by you is not disclosed or communicated without Jadu's prior written consent to any third party to whom it is not necessary (as determined in Jadu's sole discretion) to disclose or communicate it and accordingly, will be subject to such confidentiality terms as Jadu so reasonably determines; any such information obtained by you may be subject to such terms of payment as Jadu so reasonably determines; and any such information obtained by you is not used to create any service or software which is substantially similar to the AgentEx Products. You must not circumvent security measures, usage limits, or system restrictions. You must not introduce malicious code, viruses, trojans, worms, logic bombs, or harmful material. You must not store, transmit, or distribute content that is unlawful, defamatory, obscene, infringing, or otherwise inappropriate through AgentEx Products. You must not conduct or request load testing, penetration testing, or vulnerability

scanning without Jadu's prior written consent. You must not remove or alter copyright notices, trademarks, or proprietary markings or remove the 'Powered by Jadu' mark without Jadu's prior written consent. You must not reproduce, copy, resell, or exploit any part of AgentEx Products without Jadu's written permission, or in the case of a VAR, in accordance with your reseller agreement with Jadu.

7. Third-Party Integrations and Backend Services

AgentEx Products may incorporate or use third-party APIs, services, or applications (Third-Party Integrations) such as OpenAI, Anthropic, or others and, Large Language Models (LLMs) provided by OpenAI, Anthropic (Claude), Google (Gemini), Microsoft (Copilot) and other LLM providers. You must review, accept, and adhere to any applicable third-party terms, privacy policies, and usage limits. Your use of the AgentEx Product, Agent-Ex Search constitutes acceptance of OpenAI's services agreement found at:

<https://openai.com/policies/services-agreement/>. Third-Party Integrations are subject to external pricing and licensing conditions that may change over time. Jadu reserves the right to adjust the pricing of AgentEx Products to reflect increased costs associated with Third-Party Integrations. Continued use of AgentEx Products incorporating such integrations may require acceptance of revised pricing. Jadu will provide at least 30 days' written notice of any price increases. For customers on prepaid annual or fixed-term subscriptions, the existing pricing will remain in effect until the end of the current subscription term, after which the new pricing will apply upon renewal. If a customer does not agree to the new pricing, they may opt not to renew their subscription.

You must ensure that data transfers to Third-Party Integrations comply with data protection laws and that relevant parties have consented where necessary. Jadu does not control these integrations and assumes no responsibility for loss or damage resulting from their use. Jadu does not guarantee availability or compatibility of Third-Party Integrations and may disable, modify, or discontinue them without prior notice if required. You consent to Jadu transferring Customer Data to Third-Party Integrations as necessary for operational purposes, provided such transfers comply with data protection laws. You must implement security measures when using these services to protect Customer Data.

You utilize AgentEx Products as Backend Services only as permitted. Specifically, you may utilize AgentEx Products to power features within your own application, provided that such use does not involve collecting or utilizing end-user credentials to access their personal data without the end-users explicit written consent. You may, for example, integrate AgentEx to embed functionalities within your application that operate using your organization's credentials, without requiring end-users to provide their personal access credentials. You are prohibited from configuring AgentEx to collect or use end-user personal access credentials to interact with third-party services on their behalf. If your intended use involves scenarios where end-user credentials are required, you must obtain explicit written consent from the end-user prior to implementation. You agree to maintain records documenting your compliance with third-party terms and data protection requirements. Jadu may request evidence of that compliance.

8. Security, Privacy, and Data Residency

Jadu uses industry-standard administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Customer Data. Customer Data is encrypted in transit via HTTPS or TLS and at rest using AES encryption, with rigorous access control policies. Jadu complies with data protection laws, including those relating to Compliance Standards. Jadu processes Customer Data only for authorized purposes and promptly notifies you of any breach or unauthorized disclosure. Customer Data will be stored and handled in accordance with the agreed data residency requirements and within the designated geographical locations. However, this does not constitute a guarantee or imply any assurance that data processed by Third-Party Integrations will comply with the same data residency obligations or with any agreements made with Jadu. Customers are responsible for reviewing and accepting the terms and data practices of such Third-Party Integrations. You are responsible for ensuring the legality of your data activities within AgentEx Products and for maintaining internal security practices that complement Jadu's. As outlined in this Agreement. You must inform Jadu of any changes to data residency or regulatory requirements.

9. Fair Usage of LLM Tokens

Your Subscription includes an annual allowance of LLM Tokens described in your Order Form. Jadu meters token usage and provides a dashboard for monitoring consumption. If you exceed your allotted tokens, Jadu may pause or limit AI functionality until you purchase additional tokens or upgrade your Subscription. Jadu will notify you as you approach token limits. You agree to monitor your usage and to acquire additional tokens or subscriptions as necessary. You are responsible for managing your token usage.

10. Indemnification and Limitation of Liability

You agree to indemnify, defend, and hold harmless Jadu, its affiliates, officers, directors, employees, agents, subcontractors, and licensors from claims, demands, suits, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from your breach of this Agreement or from your unauthorized or improper use of AgentEx Products, including infringement allegations caused by combining AgentEx Products with software or services not provided by Jadu and misuse or unauthorized disclosure of Customer Data. Jadu agrees to indemnify, defend, and hold you and your affiliates harmless against claims that AgentEx Products infringe intellectual property rights. This indemnification applies if you promptly notify Jadu in writing, grant Jadu sole control over defense and settlement, and provide reasonable assistance. Jadu's indemnification does not apply if you have modified AgentEx Products, combined them with third-party products without approval, failed to use updates, or failed to follow Jadu's reasonable instructions. Jadu accepts no liability for any content generated by or through the use of AgentEx Products, including but not limited to text, images, data, or any other output produced by AI. Jadu makes no representations or warranties that AI-generated content complies with federal, state, or local laws, and users are solely responsible for ensuring their use of AI-generated content aligns with applicable laws in their jurisdiction. You acknowledge that laws governing AI, data privacy, and content liability may vary by state or jurisdiction, and Jadu shall not be responsible for any claims arising from differing regulatory interpretations or reliance on AI-generated outputs. Jadu disclaims any liability for financial loss, reputational harm, or other damages arising from reliance on AI-generated information, including but not limited to pricing, advice, recommendations, or forecasts.

Users must exercise independent judgment and seek professional advice before relying on AI-generated content for legal, financial, medical, or business decisions. You acknowledge and agree that all AI-generated content is provided "as is" without any warranties, express or implied, including but not limited to accuracy, completeness, reliability, or fitness for a particular purpose. AI-generated content must not be exclusively relied upon for critical decisions without human oversight. You accept the inherent risks of AI content, including potential inaccuracies or unintended bias. Jadu shall not be responsible for any decisions, actions, or consequences arising from the use of AI-generated content. You are entirely responsible for ensuring that any user assumes responsibility for reviewing, verifying, and making appropriate use of AI outputs or any such content before use or dissemination, ensuring accuracy, appropriateness and compliance with applicable guidelines, laws and regulations.

Neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, revenue, data, or business opportunities, even if warned of potential damage. Jadu's total liability for claims relating to this Agreement and AgentEx Products is limited to fees you paid for the specific AgentEx Product giving rise to the claim in the twelve months preceding the claim date. Nothing in this clause shall limit liability for gross negligence, willful misconduct, or any statutory liability that cannot be excluded under applicable law. Neither party is liable for failure or delay caused by circumstances beyond its reasonable control, such as natural disasters, terrorism, labor disputes, governmental actions, power failures, or Internet disruption.

11. Accessibility Commitment

Jadu designs and delivers products under WCAG 2.2 AA accessibility standards, aiming to create the world's most accessible digital platform. You agree to maintain accessibility standards when deploying AI Agents with AgentEx Factory.

12. VAR Distribution and Licensing

AgentEx Factory licenses may be procured directly from Jadu or through a Jadu approved VAR.

13. Termination

This Agreement terminates at the end of the current Subscription period unless it is renewed. Either party may terminate immediately if the other party materially breaches this Agreement and the breach is irremediable, or fails to correct a remediable breach within thirty days after written notice specifying it. Either party may also terminate if the other party becomes insolvent, files for bankruptcy, or cannot pay its debts as they come due. Upon termination, all licenses end and you must cease using AgentEx Products, remove any provided software, and return or destroy Jadu's confidential information. Jadu retains Customer Data for the duration of this Agreement including any periods of extension. No less than 6 months prior to the expiry of the term of the Agreement, you will provide Jadu with an exit schedule, detailing the data to be extracted from AgentEx Products and Jadu will produce a data export proposal detailing its professional service fees. Jadu will then provide you with a single account that is configured to enable extraction of any data. This account will be available for a period of 30 days following the end of the Agreement thereafter all content and data will be deleted permanently by Jadu unless law requires retention. Termination does not release you from any fee obligations incurred before termination. No refunds or credits are provided for prepaid fees. Definitions, indemnification, liability, IP rights, confidentiality, and other surviving sections remain in effect after termination.

14. Intellectual Property Rights

All intellectual property rights, including copyrights, patents, trademarks, trade secrets, design rights, database rights, and other proprietary rights related to AgentEx Factory, AI Agents, AgentEx Products, Documentation, and all associated materials remain vested exclusively in Jadu or its licensors. Except for the limited rights granted in this Agreement, you receive no ownership or proprietary interest in any Jadu technology. You retain rights in your Customer Data. Jadu's limited license to use, copy, transmit, and display Customer Data is solely for providing AgentEx Products under this Agreement. Any suggestions or feedback you provide to Jadu regarding AgentEx Products may be freely used and integrated by Jadu without compensation or acknowledgment. You agree not to challenge Jadu's ownership of AgentEx Factory or related intellectual property. You must promptly notify Jadu of any suspected infringement of Jadu's IP and cooperate in protecting these rights.

15. Miscellaneous

Jadu reserves the right to update or modify this Agreement at any time in our sole discretion. Any changes will be effective upon posting the revised Agreement on our Jadu.net website or within the AgentEx Products. Your continued use of the AgentEx Products after any such modifications constitutes your acceptance of the updated Agreement. If you do not agree to the modified terms, you must stop using the AgentEx Products. Amendments must be in writing. Notices must be delivered electronically to the designated contacts. Headings are for convenience only. No waiver of any breach or default will be deemed a waiver of any subsequent breach or default. If any provision is invalid or unenforceable, it will be enforced to the extent permitted by law and deemed amended to reflect its original intent as closely as possible. This Agreement and any documents referenced in it constitute the entire agreement between you and Jadu regarding AgentEx Products.

16. Governing Law and Jurisdiction

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with:

- a) English law, if your Territory is England or Wales, Northern Ireland or within EMEA; or
- b) Scots law, if your Territory is Scotland; or
- c) the laws of the State of Illinois if your Territory is US or Canada; or

d) Australian Capital Territory law, if your Territory is Australia or within APAC;

and the parties irrevocably submit to the exclusive jurisdiction of the courts of:

e) England and Wales in the case of 16(a); or

f) Scotland in the case of 16(b); or

g) the State and Federal courts of Chicago, Illinois in the case of 16(c); or

h) the Australian Capital Territory in the case of 16(d).