

SIGHT MACHINE'S ADDITIONAL TERMS FOR MARKETPLACE PRIVATE OFFERS

These Additional Terms amend and supplement the Standard Contract for Microsoft Marketplace (“**Standard Contract**”) between Sight Machine, Inc. (“**Sight Machine**” or “**Publisher**”) and the Customer under each Azure Marketplace private offer, which also includes the Order that references them. Customer’s acceptance of the private offer referenced in the Order also reflects acceptance of these Additional Terms and such acceptance constitutes a signed writing under Std. §11.4 and §11.14; no other signature is required. Undefined capitalized terms have their Standard Contract meanings, “**Std. §**” refers to a Standard Contract section, and references to Std. §3 include any NDA referenced in Std. §3.1. These Additional Terms were last updated on and are effective as of September 28, 2026.

- 1. Subscriptions.** Each license to an Offering is a subscription for the period stated in the Order, no license ever becomes perpetual, and the last sentence of Std. §1.2 and Std. §1.7 do not apply. Use is limited to the internal business operations of Customer and its Affiliates (per Std. §1.4) and, if the Order specifies facilities, lines or plants, to those specific elements. Neither party may terminate an Order under Std. §10.2 before the end of its subscription period, and fees committed under an Order are non-cancellable and non-refundable, except that if Customer terminates an Order under Std. §10.3 or §10.5 for Sight Machine’s uncured breach, Sight Machine will refund the prepaid fees for the unused portion of the applicable subscription period.
- 2. AI Output; Human Review.** AI Output is probabilistic, and, notwithstanding Std. §6.1, Sight Machine does not warrant its accuracy, completeness or suitability. Customer is solely responsible for its use of AI Output, including human review before relying on it for any safety-critical, regulatory, quality-release or production-control decision.
- 3. Data.**
 - 3.1** As between the parties, Customer owns Customer Data and the AI Output generated from Customer Data within Customer’s instance, and that AI Output is Customer Data for this Section 3 and Std. §2 and §3. Sight Machine will not use Customer Data to Train any AI Model, other than one operated solely within that instance for Customer’s exclusive benefit, or provide Customer Data to any third party for Training. Sending Customer Data to a Customer-Selected Model at Customer’s direction is not disclosure, provision or Training by Sight Machine.
 - 3.2** Notwithstanding Section 3.1, Sight Machine and its licensors retain all rights in the Offering and its improvements, including Sight Machine-provided AI Models and their weights, prompts, templates, agent designs and data-model schemas; and data about the Offering’s operation and use, excluding the content of Customer Data (“**Usage Data**”).
 - 3.3** Notwithstanding Std. §2.5 and §3, Sight Machine may use Usage Data, and Customer Data aggregated with other customers’ data and de-identified so that it cannot reasonably identify Customer or its Affiliates, to improve its offerings and publish benchmarks, subject to Section 3.1 and, for Personal Data, Std. §2.
- 4. Warranties and Remedies.**
 - 4.1** Customer’s sole and exclusive remedy for breach of Std. §6.1(c) is correction of the nonconformity or re-performance of affected services and, only if Sight Machine fails to do so within 30 days after Customer’s notice, termination of the affected Order under Std. §10.3 or §10.5.
 - 4.2** Std. §6.1(c) and (d)(i) and Std. §7.2 do not apply to any nonconformity or claim to the extent arising from: Customer Data, including resulting AI Output; any Customer-Selected Model; items not provided by Sight Machine, or their combination with the Offering; or use not in accordance with the Order or the Documentation. Std. §7.2 also excludes claims arising from open-source software or third-party models, except to the extent Sight Machine is indemnified for them by their provider. Std. §7.2 and Section 5 are Customer’s exclusive remedies for any infringement claim or breach of Std. §6.1(d)(i).
- 5. Indemnification.**
 - 5.1** Std. §7.2 covers only claims that (i) the Offering infringes a copyright or a United States patent issued before the Order is accepted, or misappropriates a trade secret, or (ii) Sight Machine’s provision of the Offering violates applicable law. Std. §7.1 also covers claims arising from Customer Data, including resulting AI Output, or any Customer-Selected Model.
 - 5.2** For any actual or threatened infringement claim, Sight Machine may secure Customer’s continued use, modify or replace the Offering with functionally equivalent non-infringing functionality, or, if neither is commercially reasonable, terminate the affected Offering.
- 6. Limitation of Liability.** Std. §8 (other than §8(b) and (c)) is replaced by the following.
 - 6.1** Each party’s total aggregate liability for all claims relating to the Standard Contract and Orders is limited to direct damages not exceeding the fees paid and payable for the affected Offerings in the 12 months before the first event giving rise to liability (or, in an Order’s first 12 months, the fees payable for those months) (“**General Cap**”).
 - 6.2** For claims arising from (i) breach of Std. §2, Section 3.1 or Std. §3 as to Customer Data, or (ii) obligations under Std. §7, the limit is two times the General Cap, inclusive of amounts paid under it (“**Enhanced Cap**”).
 - 6.3** Std. §8(c) also excludes lost revenues and the cost of procuring substitute goods or services, but amounts payable to a third party under Std. §7 are direct damages.
 - 6.4** The caps and exclusions in this Section 6 and Std. §8(c) do not apply to (i) Customer’s payment obligations; (ii) gross negligence, willful misconduct or fraud; (iii) Customer’s breach of Std. §1.6 or Section 1; (iv) willful infringement or misappropriation of the other party’s intellectual property rights; or (v) breach of Std. §3 not involving Customer Data.
- 7. Confidentiality; Suspension.** Std. §3 obligations for trade secrets, including the Offering’s source code, Sight Machine-provided AI Models, prompts and agent designs, continue while they remain trade secrets. In addition to Std. §10.4, Sight Machine may immediately suspend access, with prompt notice, as reasonably necessary to address a security risk arising from Customer’s use of the Offering, or Customer’s violation of Section 1 or applicable law; fees continue during any suspension permitted hereunder.
- 8. Governing Law; Disputes.** Replacing Std. §11.10, California law (excluding its conflict-of-laws rules) governs the Standard Contract, each Order, these Additional Terms and all disputes relating to them, which will be finally resolved by arbitration administered by JAMS under its Comprehensive Arbitration Rules & Procedures before one arbitrator in San Francisco, California, except that either party may seek injunctive relief in court to protect its intellectual property or Confidential Information. The Federal Arbitration Act governs this Section 8.
- 9. Precedence; Version.** These Additional Terms prevail over the Standard Contract, the Documentation and any other document between the parties, except an Order provision or a later mutually signed agreement that expressly overrides a specific section of them. Customer purchase order, supplier-portal and similar terms have no effect, even if Sight Machine accepts or clicks through them.
- 10. Definitions.** “**AI Model**” means any machine-learning or generative model used in or with the Offering. “**AI Output**” means any output generated by an AI Model, including through an agent. “**Customer-Selected Model**” means an AI Model that Customer directs Sight Machine to utilize. “**Documentation**” means Sight Machine’s published documentation for the Offering. “**Train**” means to use data to create, fine-tune or adjust an AI Model’s weights; and inference-time inputs, including for retrieval or grounding, do not constitute Training.