

TERMS OF SERVICE

EAG Inc.

nuEra Solutions — Land AI Assistant Platform

Effective Date: June 1, 2026 | **Last Updated:** June 1, 2026

1. ACCEPTANCE OF TERMS

These Terms of Service (“**Terms**”) constitute a legally binding agreement between you, either individually, or on behalf of your employer or any other entity which you represent (collectively, “**Client**”) and EAG Inc. (“**EAG**,” “**we**,” “**us**,” or “**our**”), governing each User’s access to and use of the nuEra AI Land Studio platform, including all related services, features, automation modules, tools, and outputs made available through the platform (collectively, the “**Service**”). All data collection, use, retention, and disclosure practices are governed by our [Privacy Policy](#), which is incorporated herein by reference. In the event of any conflict between the Privacy Policy and these Terms, these Terms shall control with respect to legal terms, liability, and dispute resolution, while the Privacy Policy shall control with respect to disclosures regarding how personal information is collected, used, retained, and handled.

By accessing or using the Service, creating an account, or clicking “I Accept” or similar acknowledgment, Client agrees to be bound by these Terms. If Client is accepting these Terms on behalf of an employer or an entity, such Client represents and warrants that the Client has the authority to bind such employer or entity to these Terms, in which case “Client” refers to both that entity and all end users who are or may become authorized to use the Service pursuant to any applicable Master Services Agreement(s) and/or Statement(s) of Work by and between EAG and such Client. If a user does not agree to these Terms (or is not an authorized user of a Client), such user must not access or use the Service.

We reserve the right to modify these Terms at any time by posting the revised version on our website. Changes become effective upon posting unless otherwise specified. Client’s continued use of the Service after any modification constitutes such Client’s acceptance of the modified Terms. We encourage Client to review these Terms periodically.

2. GRANT OF LICENSE

2.1 Rights to Access and Use

For the duration of the Term, and subject to the terms and conditions of this Agreement, EAG hereby grants to Client a royalty-free, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Service, solely by Client. EAG shall deliver a copy of any and all manuals, user documentation, and other related materials pertaining to the Service which are intended to be furnished to Client by EAG in connection with the Service, and updates or derivative works of the foregoing to Client (the “Documentation”), as, when, and if such Documentation is produced. EAG shall have the right to immediately suspend Client’s access to the Service if EAG reasonably determines that Client has materially violated this Agreement or Client’s credentials have been compromised. In both such scenarios, EAG shall timely communicate such suspension to Client, provide the reason(s) of such suspension, and work with Client to ensure the Client is not violating this Agreement or had credentials compromised, as applicable.

2.2 Accessibility of the Service

EAG will make accessible to Client the Service. Nothing in this Agreement obligates EAG to deliver or make available any copies of such software or other technology utilized to provide such Service to Client.

2.3 Purposes

Client may use Service solely for Client's internal business purposes, and not for the benefit of any other party.

2.4 No Copies

Except as specifically set forth herein, any software provided in electronic or machine-readable form as part of the Service may not be copied by Client in whole or in part.

3. DESCRIPTION OF THE SERVICE

The Service is a cloud-based, Software-as-a-Service ("**SaaS**") platform that provides artificial intelligence-powered automation tools designed for document processing, data extraction, analysis, and related workflows. The Service may include, but is not limited to, AI-driven document classification, data extraction, document generation, content analysis, and other automation capabilities as made available by us from time to time (each, a "**Module**" and collectively, the "**Modules**").

The specific Modules, features, and capabilities available to each Client may vary based on each Client's subscription tier and our current product offerings. A description of currently available Modules is maintained on our website and within the Service interface. Such descriptions are provided solely for informational purposes and shall not constitute representations or warranties regarding the specific Modules described thereby. The features and functionalities of the Service and its Module(s) may differ from those described in any such descriptions.

We may add, modify, discontinue, or rename any Module or feature of the Service at any time without prior notice, provided that we will make commercially reasonable efforts to maintain the core functionality available under an active subscription during and after such addition, modification, discontinuance, or renaming.

From time to time, we may make available certain features, Modules, or functionality that are designated as beta, pilot, preview, or experimental (collectively, "**Beta Features**"). Beta Features are provided for evaluation and testing purposes only and may be subject to additional terms or usage limitations. Client acknowledges and agrees that Beta Features may be incomplete, unstable, or contain errors, and may be modified, suspended, or discontinued by us at any time without prior notice. Beta Features are provided "as is" and "as available," without any representations, warranties, service level commitments, or support obligations of any kind. Notwithstanding any other provision of this Agreement, Client assumes all risks associated with the use of Beta Features and agrees that we shall have no liability arising out of or related to Client's use of any Beta Features.

4. USE OF EAG'S ARTIFICIAL INTELLIGENCE TOOL

4.1 Document Processing

Client may upload certain documents in PDF or other supported format ("**Client Documents**") to the Service in order for EAG to utilize its proprietary AI tools (hereinafter, the "**AI Tool**") to review such documents and output certain data from the documents as requested by Client into structured formats,

including but not limited to Excel spreadsheets, Word documents, and on-screen tabular displays (“Output”).

4.2 Disclaimer of Output Accuracy

CLIENT ACKNOWLEDGES AND AGREES THAT:

- WE WILL NOT INDEPENDENTLY REVIEW OR VALIDATE THE CLIENT DOCUMENTS NOR THE OUTPUT GENERATED BY THE AI TOOL OR OTHER AUTOMATED PROCESSES;
- WE DO NOT WARRANT OR GUARANTEE THE COMPLETENESS, ACCURACY, RELIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE OUTPUT;
- ALL OUTPUT GENERATED BY THE AI TOOL: (i) SHOULD BE REVIEWED AND VALIDATED BY QUALIFIED CLIENT PERSONNEL PRIOR TO ANY RELIANCE THEREON, (ii) IS FOR CLIENT’S INFORMATIONAL PURPOSES ONLY, AND (iii) DOES NOT CONSTITUTE LEGAL, FINANCIAL, TITLE, LAND, ENGINEERING, OR OTHER PROFESSIONAL ADVICE BY US;
- THE AI TOOL UTILIZES ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGIES THAT ARE INHERENTLY PROBABILISTIC AND MAY PRODUCE RESULTS THAT CONTAIN ERRORS, OMISSIONS, OR INACCURACIES;
- WE ARE NOT AFFILIATED WITH THIRD PARTIES WHOSE INFORMATION, PRODUCTS, AND SERVICES MAY BE REFERENCED BY THE AI TOOL; AND
- WE SHALL HAVE NO LIABILITY WHATSOEVER FOR CLIENT’S USE OF OR RELIANCE ON THE OUTPUT, AND CLIENT ASSUMES ALL RISKS ASSOCIATED WITH SUCH USE OR RELIANCE.

For the avoidance of doubt, EAG is not a law firm, engineering firm, land service provider, or licensed professional services provider, and the Service does not provide legal, financial, land, title, engineering, or other professional advice. No information or Output generated by the Service shall be deemed to create an advisory, fiduciary, or professional relationship between EAG and Client or any User.

4.3 Quality Assurance Responsibility

Client is solely responsible for establishing and maintaining its own quality assurance procedures for the review, validation, and approval of all Output generated by the Service. We recommend that Client defines internal QA requirements, test the Service with representative document subsets before processing bulk data, and designate qualified personnel to review all Output before using it in business decisions, legal proceedings, land system records, or any other purpose.

5. ACCOUNT REGISTRATION AND ADMINISTRATION

5.1 Account Creation

To access the Service, each Client must register for an account by providing accurate and complete registration information. Each Client agrees to update Client’s information promptly to keep it accurate and current. Each Client is responsible for maintaining the confidentiality of Client’s account credentials and for all activities that occur under Client’s account.

5.2 Authentication and Account Security

We offer multi-factor authentication (“MFA”) as an additional security measure for Client accounts. The availability and requirements for MFA of each Client may vary depending on each Client’s account type and subscription tier. Where MFA is available, we strongly encourage all Clients to enable it to protect against unauthorized access. Regardless of MFA status, all Clients are responsible for maintaining the security of their account credentials.

5.3 Client Administrators

Accounts may be organized under a Client account managed by one or more designated Client Administrators (“**Administrators**”). Administrators have the authority to add and remove users, configure Client-level settings (including data retention settings described in Section 9 here), set budget limits, and manage Client’s user access permissions.

5.4 Client Responsibility

Client is responsible for ensuring that their use of the Service complies with these Terms, applicable law, and any internal policies established by their organization. Client agrees not to share Client’s login credentials with any third party. Client must notify EAG immediately upon becoming aware of any unauthorized access to or use of Client’s account.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

6.1 EAG Intellectual Property

Client acknowledges and agrees that we own all right, title, and interest, including all related intellectual property rights, in and to the Service, the AI tools, all automation modules, the underlying algorithms, machine learning models, software, user interfaces, Documentation, trade secrets, trademarks, service marks, and any other proprietary technology used to provide the Service (collectively, “**EAG IP**”). Nothing in these Terms grants Client any right, title, or interest in or to the EAG IP except for the limited right to use the Service as expressly set forth herein.

6.2 Client Content Ownership

We acknowledge and agree that Client owns, to the extent permitted by law and subject to all our rights to all EAG IP all right, title, and interest, including all related intellectual property rights, in and to: (a) the Client Documents uploaded to the Service, and (b) the Output generated by the AI tools from Client Documents. The Output is considered a derivative work of Client’s content, and all rights therein vest in Client upon generation.

6.3 Feedback

If Client provides any suggestions, ideas, feedback, or recommendations regarding the Service (“**Feedback**”), EAG shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate such Feedback into the Service without obligation or compensation to Client.

6.4 No Training on Client Data

EAG does not use Client Documents or Output to train, improve, or develop general-purpose AI models, but may retain and use Metadata for the purposes specifically set forth in Section 11 herein. Client data is used solely for the purpose of performing the specific automation task requested by Client during an active session.

6.5 Client IP Acknowledgment

Client acknowledges that the Output may resemble, reference, or be similar to content, materials, or works owned or controlled by third parties, including content that may be subject to intellectual property or other proprietary rights. Client further acknowledges that we do not represent or warrant that any Output will be free from third-party claims or rights, including intellectual property infringement. Client shall be solely and exclusively responsible for reviewing, evaluating, and determining the appropriateness of all Output and for ensuring that its use, distribution, display, performance, or other exploitation of any Output does not infringe, misappropriate, or otherwise violate

any third party's intellectual property rights or other proprietary rights. Client further agrees that it will not use the Output in any manner that violates applicable law or the rights of any third party.

7. SUBSCRIPTION AND PAYMENT

7.1 Subscription Plans and Fees

Access to the Service is provided through paid subscription plans billed monthly in advance. Each subscription plan includes: (a) a monthly subscription fee; (b) a specified number of included User seats; and (c) a monthly grant of Automation Credit as described in Section 76.3. Current subscription plans, fees, included User seats, per-User charges, Automation Credit grants, and automation processing prices are published on our website and within the Service.

By subscribing to the Service, Client authorizes EAG and its designated payment processor to charge Client's selected payment method on a recurring monthly basis until the subscription is canceled or terminated in accordance with these Terms.

7.2 Free Trial

EAG may, in its sole discretion, offer a one-time free trial of the Service to new Clients. The duration, scope, and limitations of any free trial shall be as specified at the time of enrollment.

During any free trial period, use of certain automation modules may be subject to document, page count, usage, or functionality limitations. A valid payment method may be required to initiate a free trial. Unless Client cancels prior to the expiration of the free trial period, the subscription shall automatically convert to a paid subscription and Client's payment method shall be charged the applicable subscription fee.

Free trial eligibility is limited to one trial per Client account, including accounts that cancel and subsequently re-subscribe.

7.3 Automation Credit

(a) Monthly Credit Grant. Upon successful payment of each monthly subscription fee, Client's account shall be credited with the amount of Automation Credits associated with Client's subscription tier, together with any additional Automation Credits associated with purchased User seats. Monthly Automation Credits do not roll over and expire at the end of the applicable billing cycle. For annual subscription plans, the full allocation of Automation Credits shall be credited to Client's account upon successful payment of the annual subscription fee. Annual Automation Credits do not roll over and expire at the end of the applicable annual billing cycle.

(b) Per-Run Charges. Each automation execution, processing task, or other billable Service activity shall deduct Automation Credits from Client's account at the applicable rate in effect at the time the automation is submitted for processing. Certain automations may be priced based on document count, page count, document size, complexity, or other criteria disclosed within the Service.

The applicable price for a submitted automation is fixed at the time of submission and shall not be affected by subsequent pricing changes.

Prior to using a billable automation, a Client Administrator may be required to review and accept the applicable processing charges. If EAG modifies the processing price of an automation, continued use of such automation may require renewed Administrator acceptance of the revised pricing.

(c) Top-Up Credits. Client may purchase additional Automation Credits ("Top-Up Credits") in the amounts made available through the Service. Top-Up Credits shall be added to Client's account upon successful payment and shall remain available while Client maintains an active subscription. Top-Up Credits shall be consumed only after all available monthly Automation Credits has been exhausted. ***Top-Up Credit purchases are final and non-refundable except as required by applicable law.***

(d) Nature of Credit. Automation Credits, including both monthly credit grants and Top-Up Credits, constitutes a prepaid usage allowance only. Automation Credits have no cash value, are not redeemable for cash, are non-transferable, and do not constitute money, a deposit, stored value, or any other financial instrument.

(e) Insufficient Credit. If Client's available Automation Credit balance is insufficient to process a requested automation, the requested automation shall not be processed until additional Top-Up Credits are purchased or a subsequent monthly credit grant is applied. EAG shall have no liability arising from any delay, suspension, or inability to process automations due to insufficient Automation Credits.

7.4 User Seats

Client may add or remove authorized Users at any time, subject to the limits of the applicable subscription plan.

Additional User seats beyond the number included in the subscription plan shall incur additional fees as disclosed within the Service. Added User seats may result in prorated charges and corresponding prorated Automation Credit grants for the remainder of the applicable billing cycle.

Removal of User seats shall apply prospectively and shall not entitle Client to refunds, credits, or adjustments for the current billing cycle.

7.5 Plan Changes

Client may upgrade or downgrade their subscription plan at any time.

Plan upgrades shall take effect immediately unless otherwise specified within the Service. Plan downgrades shall become effective at the beginning of the next billing cycle, and Client shall retain access to the features and benefits of its current plan until such downgrade becomes effective.

7.6 Taxes

All fees are exclusive of taxes. Client shall be responsible for all sales, use, value-added, withholding, and other taxes, duties, levies, or governmental assessments associated with the Service, excluding taxes based solely upon EAG's net income, property, or payroll.

7.7 Payment Failures

If a payment is declined, reversed, or otherwise fails, EAG may reattempt collection in accordance with its payment processor's procedures.

While any payment remains unpaid, Client's account may be designated as past due. EAG may suspend automation processing, withhold monthly Automation Credit grants, restrict access to the Service, or terminate Client's subscription until all outstanding amounts are paid.

7.8 Cancellation; No Refunds

Client may cancel its subscription at any time through the Service.

Cancellation shall take effect immediately unless otherwise specified within the Service. Upon cancellation or termination of Client's subscription:

- (a) access to the Service shall terminate;
- (b) all unused monthly Automation Credits shall immediately expire;
- (c) all unused Top-Up Credits shall immediately expire and be forfeited;
- (d) all Automation Credit balances shall be permanently forfeited;
- (e) Automation Credits shall not be refunded, redeemed for cash, transferred, or restored upon re-subscription; and
- (f) no refunds shall be issued for subscription fees, processing charges, Top-Up Credit purchases, or unused Automation Credits except where required by applicable law.

Client acknowledges and agrees that forfeited Automation Credits will not be restored if Client later reactivates or re-subscribes to the Service.

7.9 Changes to Fees, Prices, and Credits

EAG reserves the right to modify subscription fees, automation processing prices, Top-Up Credit offerings, included User seat allocations, and Automation Credit grant amounts at any time.

Automation processing prices may be adjusted to reflect changes in infrastructure costs, third-party service provider fees, artificial intelligence processing costs, cloud computing costs, market conditions, operational expenses, or other business considerations.

Changes to recurring subscription fees shall not become effective until the beginning of Client's next billing cycle. EAG will provide reasonable advance notice of any material pricing changes.

Unless otherwise stated by EAG, revised automation processing prices shall apply only to automation requests submitted after the effective date of the revised pricing.

7.10 Payment Processing

Payments for the Service are processed through third-party payment processors designated by EAG. EAG does not store complete payment card information.

Client's use of any third-party payment processor is subject to such provider's applicable terms, conditions, and privacy policies

EAG may offer promotional pricing, discounts, credits, or other incentives from time to time in its sole discretion. Such promotions may be modified, suspended, or discontinued at any time without notice.

8. THIRD-PARTY AI SERVICE PROVIDERS.

The Service utilizes third-party AI infrastructure providers to process Client data, as further described in our Privacy Policy. Such AI Providers act as independent service providers and are not agents or representatives of EAG. While EAG requires AI Providers to adhere to commercially reasonable data handling and security standards, EAG does not control and cannot guarantee their performance or compliance. To the maximum extent permitted by applicable law, EAG shall not be liable for failures, errors, or security incidents attributable to AI providers, and EAG further disclaims any liability for AI Provider's independent actions. Additional details are provided in the Privacy Policy.

9. DATA RETENTION AND STORAGE

The Service operates on a default zero-retention basis for Client Documents and Output, meaning such data is not stored after processing unless retention is enabled by a Client Administrator. For the avoidance of doubt, “zero retention” refers to the absence of persistent storage following processing and does not preclude transient processing, temporary storage, or limited retention for security, integrity, or legal compliance purposes. Notwithstanding the foregoing, certain limited metadata (as described in the [Privacy Policy](#)) may be retained for operational, security, and compliance purposes. Client Administrators are responsible for configuring and communicating data retention settings within their organization. We provide in-product indicators reflecting current settings but do not control internal communications. Client acknowledges that operation of the Service necessarily involves transient system processing, caching, buffering, logging, temporary storage, and secure infrastructure handling incidental to providing the Service.

EACH USER ACKNOWLEDGES AND AGREES THAT THEY ARE RESPONSIBLE FOR REVIEWING THEIR ORGANIZATION’S DATA RETENTION CONFIGURATION WITHIN THE SERVICE INTERFACE. WHILE WE PROVIDE IN-PRODUCT RETENTION STATUS INDICATORS AND SYSTEM NOTIFICATIONS, WE DO NOT CONTROL AND CANNOT GUARANTEE THE INTERNAL COMMUNICATION PRACTICES OF THE CLIENT’S ORGANIZATION. WE SHALL NOT BE LIABLE FOR A CLIENT’S FAILURE TO REVIEW THE RETENTION STATUS INDICATORS AVAILABLE WITHIN THE SERVICE. CLIENTS WHO ARE UNCERTAIN WHETHER DATA RETENTION IS ENABLED SHOULD CHECK THE IN-PRODUCT INDICATORS OR CONTACT THEIR ADMINISTRATOR DIRECTLY.

10. TEMPORARY DATA PROCESSING FOR COMPLEX AUTOMATIONS. Certain processing may require temporary storage, which is securely handled and deleted promptly after processing, as further described in our Privacy Policy.

11. METADATA. We retain limited metadata and prompt data as necessary to operate, secure, and improve the Service, as further described in our Privacy Policy. Metadata may include prompt data (i.e., user-submitted queries and instructions), which is retained solely for purposes of operating, maintaining, securing, and improving the Service and is not used to train general-purpose AI models.

12. DATA PROCESSING AGREEMENTS

12.1 Availability

For Clients subject to data protection laws that require a formal data processing agreement, we will enter into a Data Processing Agreement (“DPA”) upon written request.

12.2 Scope of DPA

The DPA will address, at a minimum:

- The categories of personal data processed and the purposes of processing;
- EAG’s obligations as a data processor (or service provider, as applicable);
- Client’s rights and instructions regarding the processing of personal data;
- Sub-processor engagement and notification procedures;
- Data breach notification commitments;
- Data transfer mechanisms for international transfers (including Standard Contractual Clauses where required);

- Data deletion and return obligations upon termination; and
- Audit rights and cooperation obligations.

12.3 Requesting a DPA

Clients may request a DPA by contacting us through the contact information provided in Section 24 herein. We will provide a standard DPA template within a reasonable timeframe. Audit rights shall be limited to no more than once annually, upon reasonable advance written notice, during normal business hours, and subject to reasonable confidentiality obligations. Client shall bear its own costs of any such audit unless otherwise required by applicable law. Custom DPA terms may be negotiated for Enterprise-tier clients.

13. PRIVACY AND SECURITY

We implement commercially reasonable administrative, technical, and organizational security measures designed to protect Client data, as further described in our [Privacy Policy](#). While we employ such measures, no method of transmission or storage is completely secure, and we do not guarantee absolute security. In the event of a confirmed data breach involving Client data or personal information, we will notify affected Clients without unreasonable delay and in accordance with applicable law. Client data is primarily hosted and processed within the United States, as described in the Privacy Policy.

14. CONFIDENTIALITY

14.1 Definition

“**Confidential Information**” means all non-public information disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) in connection with the Service, whether disclosed orally, in writing, electronically, or by inspection, including but not limited to, (i) Client Documents, (ii) Output, (iii) business plans, (iv) financial information, (v) trade secrets, (vi) know-how, (vii) technical data, (viii) processes, (ix) the terms and pricing of any agreement between the parties, and (x) with respect to EAG, the Service, the AI Tool: and all their underlying technologies, including without limitation, all non-public information regarding the model architecture, functionality, algorithms, system instructions, processing logic, performance data, evaluation methods, Beta Features, system security information, and any other information that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.

14.2 Obligations

The Receiving Party agrees to: (a) hold Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party except as expressly permitted herein or with the Disclosing Party’s prior written consent; and (c) use Confidential Information solely for the purpose of performing obligations or exercising rights under these Terms.

14.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; or (d) is disclosed pursuant to a valid court order or governmental requirement, provided the Receiving Party gives prompt notice to the Disclosing Party (to the extent legally permissible) and cooperates with efforts to limit disclosure.

15. ACCEPTABLE USE

15.1 Permitted Use

The Service is licensed, not sold, to Client for Client's internal business purposes only. Client may use the Service to process Client's own documents or documents for which Client has lawful authorization to process.

This Service is intended solely for users located within the United States of America. By accessing or using this Service, Client represents and warrants that Client is physically located in, and accessing the Service from within, the United States. Clients located outside the United States are not authorized to access or use this Service. We reserve the right to restrict, suspend, or terminate access to the Service for any Client we reasonably believe is accessing the Services from outside the United States, without prior notice or liability.

We make no representation that the Service is appropriate, available, or legally permissible for use in any jurisdiction outside the United States. If Client accesses the Service from outside the United States, Client does so at Client's own risk and is solely responsible for compliance with applicable local laws.

We may expand availability to additional regions in the future at our sole discretion. Any such expansion will be communicated through updates to these Terms.

15.2 Prohibited Conduct

Client agree not to:

- Use the Service for any unlawful purpose or in violation of any applicable law or regulation;
- Use the Service or any Output as the sole or primary basis for decisions in connection with legal determinations, title opinions, regulatory compliance, engineering judgments, safety-critical systems, or other high-risk activities where inaccurate results could reasonably be expected to result in financial loss, property damage, or personal injury, without documented independent review, validation, and approval by qualified personnel;
- Upload, transmit, or process any content that infringes the intellectual property rights of any third party;
- Remove, obscure, or alter any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the software, its related Documentation, or the output generated by the software;
- Attempt to reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying structure of the Service or EAG IP;
- Attempt to access, probe, or test the vulnerability of the Service or any related system or network, or to breach any security or authentication measures;
- Interfere with or disrupt the integrity or performance of the Service or any data contained therein;
- Use the Service to develop a competing product or service, including through benchmarking, reverse engineering, or systematic extraction of Output or underlying functionality for competitor analysis purposes, or authorize any individuals to use the Service that are themselves a competitor of EAG, or use the Service to provide services to a competitor of EAG.;
- Sublicense, resell, time-share, or otherwise make the Service available to any third party without our prior written consent, or authorize any third-party to use, rent, lease, sublease, sublicense, distribute, make or merge a copy, adapt, copy, transcribe, translate, derivate, resell, time-share, modify, or otherwise access the Service in any way without our prior written consent;

- Use automated means (bots, scrapers, crawlers) to access the Service except through the Service's authorized interfaces;
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Service; or
- Upload any malicious code, viruses, or other harmful technology to the Service.

15.3 API Access and Programmatic Use

If we make application programming interfaces ("APIs") or other programmatic access methods available as part of the Service:

- API access is subject to these Terms and any additional API-specific documentation or usage policies published by EAG;
- Client must use valid API credentials (keys, tokens, or other authentication mechanisms) issued by us and must not share API credentials with unauthorized parties;
- We may impose rate limits, throttling, and usage quotas on API access to maintain Service stability and performance. Exceeding published rate limits may result in temporary suspension of API access;
- Client is responsible for the security of its API credentials and for all activity conducted through its API keys. Compromised credentials must be reported to us immediately;
- API-generated Output is subject to the same disclaimers, ownership provisions, and limitations described elsewhere in these Terms; and
- We reserve the right to modify, deprecate, or discontinue any API endpoint with reasonable advance notice. We will use commercially reasonable efforts to provide at least thirty (30) days' notice before discontinuing a major API version.

15.4 Enforcement

We reserve the right to investigate and take appropriate action against any violation of this Section, including suspending or terminating access to the Service for Client and pursuing available legal remedies.

16. SERVICE SUPPORT

16.1 Availability

We will use commercially reasonable efforts to make the Service available on a continuous basis, but we does not guarantee uninterrupted access. The Service may be temporarily unavailable due to scheduled maintenance, upgrades, or circumstances beyond our reasonable control.

16.2 Support

We provide technical support for the Service via the in-app support features. Response times and support scope may vary based on each Client's subscription tier. We do not provide legal, financial, title, or other professional advisory services.

16.3 Modifications

We reserve the right to modify, update, or enhance the Service at any time. We will use commercially reasonable efforts to notify Clients of material changes that may affect their use of the Service.

16.4 Disaster Recovery and Business Continuity

EAG maintains commercially reasonable disaster recovery and business continuity measures designed to support the availability and recovery of the Service in the event of a system interruption, infrastructure failure, cybersecurity incident, or other operational disruption. Such measures may include data backup

procedures, infrastructure redundancy, incident response processes, and recovery planning. Notwithstanding the foregoing, EAG does not guarantee uninterrupted availability of the Service or recovery of any data not retained pursuant to the Client's selected retention settings

17. LIMITATION OF LIABILITY

17.1 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EAG, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, BUSINESS OPPORTUNITIES, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF EAG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EAG'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO EAG DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL LIMIT LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF ITS DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS. CLIENT SHALL MAKE NO CLAIM AGAINST EAG FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT OR QUALITY OF SOURCE DATA, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OR OPERATION OF THE SERVICE.

17.3 Basis of the Bargain

CLIENT ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION REFLECT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND CONSTITUTE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EAG WOULD NOT PROVIDE THE SERVICE WITHOUT THESE LIMITATIONS.

17.4 Commitment to Resolution

Notwithstanding the limitations set forth above, we are committed to working with Clients in good faith to investigate and resolve any issues that arise in connection with the Service. If a Client experiences a problem with the Service, Output accuracy, data handling, or any other aspect of the Service, we encourage Client to contact us promptly at the information provided in Section 24 herein. We will use commercially reasonable efforts to investigate reported issues, provide transparent communication regarding findings and any corrective measures, in our sole discretion.

18. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EAG DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, EAG MAKES NO WARRANTY THAT: (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE OUTPUT GENERATED BY THE AI TOOL WILL BE ACCURATE, COMPLETE, OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE SERVICE WILL MEET CLIENT'S EXPECTATIONS; OR (E) ANY DEFECTS IN THE SERVICE WILL BE CORRECTED.

19. INDEMNIFICATION

19.1 Client Indemnification

Client agrees to indemnify, defend, and hold harmless EAG and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) Client's use of the Service; (b) Client's reliance on any Output generated by the Service; (c) Client's violation of these Terms; (d) Client's violation of any applicable law or regulation; or (e) any claim by a third party arising from Client Documents uploaded to the Service.

19.2 EAG Indemnification

EAG agrees to indemnify, defend, and hold harmless Client from and against any third-party claim that the Service, as provided by EAG, infringes a valid United States patent, copyright, or trademark, provided that Client: (a) promptly notifies EAG in writing of such claim; (b) grants EAG sole control of the defense and settlement; and (c) provides reasonable cooperation at EAG's expense. EAG's obligations under this Section shall not apply to the extent the alleged infringement arises from the Output generated by the Service, Client documents, the acts or omissions of AI Providers in violation of their contractual requirements as set forth in Section 8 herein, Client's modification of the Service, combination with non-EAG products, or any use of the Service in a manner not authorized by these Terms. EAG's total liability under this Section shall be subject to the limitations set forth in Section 17.

20. TERM AND TERMINATION

20.1 Term

These Terms are effective upon Client's first access to or use of the Service and continue until terminated in accordance with this Section.

20.2 Termination by Client

Client may terminate these Terms at any time by discontinuing use of the Service and closing the Client's account. Subscription fees already paid for the current billing period are non-refundable upon early termination.

20.3 Termination by EAG

EAG may terminate or suspend Client's access to the Service immediately and without prior notice if: (a) Client breaches any provision of these Terms; (b) Client fails to pay any fees when due; (c) EAG is required to do so by law; or (d) EAG determines, based on a reasonable good-faith belief, that continued provision of the Service to Client poses a risk to the security or integrity of the Service or other users. Client acknowledges that in the event EAG elects to suspend or terminate Client's access to the Service pursuant to this Section 20.3, EAG shall not be liable for any claims, liabilities, damages, losses, costs, and expenses suffered by Client or any other party arising out of or in connection with such suspension or termination, and that EAG shall have no obligation to provide any refund, credit, or other compensation of Client's subscription fees which have been paid or are due and payable at the time of such suspension and/or termination.

20.4 Effect of Termination

Upon termination:

- Client's right to access and use the Service terminates immediately;
- All data retained under the 'Save Automation Data' setting (if enabled) is subject to the applicable retention period described in the Privacy Policy and will in no event be retained longer than ninety (90) days following processing unless otherwise required by law.
- Metadata may be retained in accordance with Section 11 to the extent necessary for legal compliance and enforcement;
- The following Sections survive termination: 4.2 (Disclaimer of Output Accuracy), 6 (Intellectual Property), 8 (Third-Party AI Service Providers), 9.3 (Administrator Notification and Shared Responsibility), 11 (Metadata), 12 (Data Processing Agreements), 14 (Confidentiality), 17 (Limitation of Liability), 18 (Disclaimer of Warranties), 19 (Indemnification), 22 (Governing Law), and 23 (Dispute Resolution); and
- All payment obligations incurred prior to the effective date of termination, including any outstanding subscription fees and processing charges, shall remain due and payable and shall survive termination.

21. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

22. DISPUTE RESOLUTION

22.1 Informal Resolution

Before initiating any formal dispute resolution, the parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Service informally by contacting the other party and negotiating in good faith for a period of at least thirty (30) days.

22.2 Jurisdiction and Venue

Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Harris County, Texas. Each party irrevocably consents to the personal jurisdiction and venue of such courts.

22.3 Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS.

22.4 Attorney's Fees

In any action or proceeding brought by either party to interpret or enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to collect from the other all reasonable fees and costs incurred as a result of such or proceeding through to the date of final collection, including reasonable attorneys' fees.

23. GENERAL PROVISIONS

23.1 Entire Agreement

These Terms, together with any order forms, statements of work, data processing agreements, or other written agreements executed between the parties, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

23.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

23.3 Waiver

No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy. A waiver of any provision shall not be deemed a waiver of any other provision.

23.4 Assignment

Client may not assign or transfer these Terms or any rights or obligations hereunder without EAG's prior written consent. We may assign these Terms in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section is void.

23.5 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including natural disasters, acts of government, pandemics, war, terrorism, labor disputes, internet or telecommunications failures, or third-party service provider outages.

23.6 Notices

All notices required or permitted under these Terms shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed email; or (c) sent by nationally recognized overnight courier, in each case to the addresses provided during account registration or such other address as a party may designate in writing.

23.7 Independent Contractors

The relationship between EAG and Client is that of independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.

23.8 No Third-Party Beneficiaries

These Terms are for the sole benefit of the parties and do not confer any rights or remedies on any third party.

23.9 Export Compliance

Client agrees to comply with all applicable export control laws and regulations in connection with use of the Service and shall not export, re-export, or transfer any component of the Service to any prohibited country, entity, or person.

23.10 Government Clients

If Client is a U.S. government entity or the Service is being used on behalf of the U.S. government, the Service is provided as “commercial computer software” and “commercial computer software documentation” as defined in applicable federal acquisition regulations, and Client’s rights are limited accordingly.

23.11 Injunctive Relief

Client acknowledges and agrees that any actual or threatened breach of Section 6, Section 14, or Section 15 may cause irreparable harm to EAG for which monetary damages alone would be an inadequate remedy. Accordingly, in the event of such breach or threatened breach, EAG shall be entitled to seek immediate injunctive or other equitable relief, without the requirement to post bond or prove actual damages, in addition to any other rights or remedies available at law or in equity.

24. CONTACT INFORMATION

For questions about these Terms, data practices, to request a Data Processing Agreement, or to exercise any rights under applicable data protection law, please contact:

EAG Inc.

Email: legal@eaginc.com

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