

# Commercial Terms of Service

Effective July 15, 2026

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**Before accessing our Services, please read these Commercial Terms of Service.**

These Commercial Terms of Service (“Terms”) are an agreement between Enigma Mind and you or the organization, company, or other entity that you represent (“Customer”). “Enigma Mind” means SCL Holdco Inc. They govern Customer’s use of Enigma Mind API keys and any other Enigma Mind offerings that references these Terms, as well as all related Enigma Mind tools, documentation and services (the “Services”). These Terms are effective on the earlier of the date that Customer first electronically consents to a version of these Terms and the date that Customer first accesses the Services (“Effective Date”).

*Please note: You may not enter into these Terms on behalf of an organization, company, or other entity unless you have the legal authority to bind that entity. Services under these Terms are not for consumer use.*

## A. Services

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**A.1. Overview.** Subject to these Terms, Enigma Mind gives Customer permission to use the Services, including to power products and services Customer makes available to its own customers and end users (“Users”).

**A.2. Third Party Features.** Customer may elect (in its sole discretion) to use features, services or other content made available by third parties to Customer through the Services (“Third Party Features”). Customer acknowledges and agrees that Third Party Features are not Services and, accordingly, Enigma Mind is not responsible for them.

**A.3. Feedback.** If Customer provides (in its sole discretion) Enigma Mind with feedback regarding the Services, Enigma Mind may use that feedback at its own risk and without obligation to Customer.

## B. Customer Content

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As between the parties and to the extent permitted by applicable law, Enigma Mind agrees that Customer (a) retains all rights to its Inputs, and (b) owns its Outputs. Enigma Mind disclaims any rights it receives to the Customer Content under these Terms. Subject to Customer’s compliance with these Terms, Enigma Mind hereby assigns to Customer its right, title and interest (if any) in and to Outputs. Enigma Mind may not train models on Customer Content from Services. “Inputs” means submissions to the Services by Customer or its Users and “Outputs” means responses generated by the Services to Inputs (Inputs and Outputs together are “Customer Content”).

## C. Data Privacy

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Data submitted through the Services will be processed in accordance with the Enigma Mind Data Processing Addendum (“DPA”), which is incorporated into these Terms by reference.

## D. Trust and Safety; Restrictions

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**D.1. Compliance.** Each party will comply with all laws applicable to the provision (for Enigma Mind) and use (for Customer) of the Services, including any applicable data privacy laws.

**D.2. Policies and Service Terms.** Customer and its Users may only use the Services in compliance with these Terms, including (a) the Usage Policy (“Usage Policy”), (b) our policy on the countries and regions Enigma Mind currently supports (“Supported Regions Policy”) and (c) our Service Specific Terms, each of which is incorporated by reference into these Terms. Customer must cooperate with reasonable requests for information from Enigma Mind to support compliance with its Usage Policy, including to verify Customer’s identity and use of the Services.

**D.3. Limitations of Outputs; Notice to Users.** It is Customer’s responsibility to evaluate whether Outputs are appropriate for Customer’s use case, including where human review is appropriate, before using or sharing Outputs. Customer acknowledges, and must notify its Users, that factual assertions in Outputs should not be relied upon without independently checking their accuracy, as they may be false, incomplete, misleading or not reflective of recent events or information. Customer further acknowledges that Outputs may contain content inconsistent with Enigma Mind’s views.

**D.4. Use Restrictions.** Customer may not and must not attempt to (a) access the Services to build a competing product or service, including to train competing AI models or resell the Services except as expressly approved by Enigma Mind; (b) reverse engineer or duplicate the Services; or (c) support any third party’s attempt at any of the conduct restricted in this sentence.

**D.5. Service Account.** Customer is responsible for all activity under its account. Customer will promptly notify Enigma Mind if Customer believes the account it uses to access the Services has been compromised, or is subject to a denial of service or similar malicious attack that may negatively impact the Services.

## E. Confidentiality

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**E.1. Confidential Information.** The parties may share information that is identified as confidential, proprietary, or similar, or that a party would reasonably understand to be confidential or proprietary (“Confidential Information”). Customer Content is Customer’s Confidential Information.

**E.2. Obligations of Parties.** The receiving party (“Recipient”) may only use Confidential Information of the disclosing party (“Discloser”) to exercise its rights and perform its obligations

under these Terms. Recipient may only share Discloser's Confidential Information to Recipient's employees, agents, and advisors that have a need to know such Confidential Information and who are bound to obligations of confidentiality at least as protective as those provided in these Terms ("Representatives"). Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own Confidential Information, and with no less than reasonable care. Recipient is responsible for all acts and omissions of its Representatives.

**E.3. Exclusions.** Confidential Information excludes information that: (a) becomes publicly available through no fault of Recipient; (b) is obtained by Recipient from a third party without a breach of the third party's obligations of confidentiality; or (c) is independently developed by Recipient without use of Confidential Information. Recipient may disclose Discloser's Confidential Information to the extent it is required by law, or court or administrative order, and will, except where expressly prohibited, notify Discloser of the required disclosure promptly and fully cooperate with Discloser's efforts to prevent or narrow the scope of disclosure.

**E.4. Destruction Request.** Recipient will destroy Discloser's Confidential Information promptly upon request, except where retained to comply with law or copies in Recipient's automated back-up systems, which will remain subject to these obligations of confidentiality while maintained.

## F. Intellectual Property

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Except as expressly stated in these Terms, these Terms do not grant either party any rights to the other's content or intellectual property, by implication or otherwise.

## G. Publicity

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Enigma Mind may use Customer's name and logo to publicly identify Customer as a customer of the Services; provided that Customer may opt-out via the applicable request form. Customer will consider in good faith any request by Enigma Mind to (1) provide a quote from a Customer executive regarding Customer's motivation for using the Services that Enigma Mind may use publicly and (2) participate in a public co-marketing activity.

## H. Fees

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**H.1. Payment of Fees.** Customer is responsible for fees incurred by its account, at the rates specified on the Pricing Page, unless otherwise agreed by the parties. Enigma Mind may require prepayment for the Services in the form of credits or offer other types of credits, all of which are subject to Enigma Mind's Supplemental Credits Terms. Enigma Mind may update the published rates, to be effective the earlier of 30 days after the updates are posted by Enigma Mind or Customer otherwise receives Notice.

**H.2. Taxes.** Fees do not include any taxes, duties, or assessments that may be owed by Customer for use of the Services ("Taxes"), unless otherwise specified in the applicable invoice.

Customer is responsible for remitting any necessary withholding Taxes to the relevant authority on a timely basis and providing Enigma Mind with evidence of the same upon request. Where law provides for the reduction or elimination of withholding taxes, including via tax treaty, the parties will collaborate in good faith to do so. For clarity, Customer must pay Enigma Mind the amount (“Gross-up Payment”) that will ensure that Enigma Mind receives the same total amount that it would have received if no such withholding or reduction by Customer had been required (taking into account any and all applicable Taxes (including any Taxes imposed on the Gross-up Payment)).

**H.3. Billing.** Failure to pay Enigma Mind all amounts owed when due may result in suspension or termination of Customer’s access to the Services. Enigma Mind reserves any other rights of collection it may have.

## **I. Termination and Suspension**

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**I.1. Term.** These Terms start on the Effective Date and continue until terminated (the “Term”).

### **I.2. Termination.**

**I.2.a.** Each party may terminate these Terms at any time for convenience with Notice, except Enigma Mind must provide 30 days prior Notice.

**I.2.b.** Either party may terminate these Terms for the other party’s material breach by providing 30 days prior Notice detailing the nature of the breach unless cured within that time.

**I.2.c.** Enigma Mind may terminate these Terms immediately with Notice if Enigma Mind reasonably believes or determines that Enigma Mind’s provision of the Services to Customer is prohibited by applicable law.

### **I.3. Suspension.**

**I.3.a.** Enigma Mind may suspend Customer’s access to any portion or all of the Services if: (a) Enigma Mind reasonably believes or determines that (i) there is a risk to or attack on any of the Services; (ii) Customer or any User is using the Services in violation of Sections D.1 (Compliance), D.2 (Policies and Service Terms) or D.4 (Use Restrictions); or (iii) Enigma Mind’s provision of the Services to Customer is prohibited by applicable law or would result in a material increase in the cost of providing the Services; or (b) any vendor suspends or terminates Enigma Mind’s use of any third-party services or products required to enable Customer to access the Services (each, a “Service Suspension”).

**I.3.b.** Enigma Mind will use reasonable efforts to provide written notice of any Service Suspension to Customer, and resume providing access to the Services, as soon as reasonably possible after the event giving rise to the Service Suspension is cured, where curable. Enigma Mind will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur because of a Service Suspension.

**I.4. Effect of Termination.** Upon termination, Customer may no longer access the Services. The following provisions will survive termination or expiration of these Terms: (a) Sections E

(Confidentiality), G (Publicity), H (Fees), I (Termination and Suspension), J (Disputes), K (Indemnification), L.2 (Disclaimer of Warranties), L.3 (Limits on Liability), and M (Miscellaneous); (b) any provision or condition that must survive to fulfill its essential purpose.

## J. Disputes

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**J.1. Disputes.** In the event of a dispute, claim or controversy relating to these Terms (“Dispute”), the parties will first attempt in good faith to informally resolve the matter. The party raising the Dispute must notify the other party (“Dispute Notice”). The other party will respond to the Dispute Notice in a timely manner. If the parties have not resolved the dispute within 45 days of delivery of the Dispute Notice, either party may seek to resolve the dispute through arbitration as stated in Section J.2 (Arbitration).

**J.2. Arbitration.** Any Dispute will be determined in English by final, binding arbitration according to the region-specific processes below. Judgment on any award issued through the arbitration process in this Section J.2 (Arbitration) may be entered in any court having jurisdiction. EACH PARTY AGREES THEY ARE WAIVING THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO JOIN AND PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW IN CONNECTION WITH THESE TERMS.

**J.2.a.** For Customers residing in the EEA, Switzerland or UK, Disputes will be determined by a sole arbitrator in Dublin, Ireland pursuant the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the President for the time being of the Law Society of Ireland.

**J.2.b.** For Customers residing anywhere else, Disputes will be determined by a sole arbitrator in San Francisco, CA pursuant to the Comprehensive Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc.

**J.3. Equitable Relief.** This Section J (Disputes) does not limit either party from seeking equitable relief.

## K. Indemnification

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**K.1. Claims Against Customer.** Enigma Mind will defend Customer and its personnel, successors, and assigns from and against any Customer Claim (as defined below) and indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Customer Claim or that an arbitrator awards a third party under any Enigma Mind-approved settlement of such Customer Claim. “Customer Claim” means a third-party claim, suit, or proceeding alleging that Customer’s paid use of the Services (which includes data Enigma Mind has used to train a model that is part of the Services) in accordance with these Terms or Outputs generated through such authorized use violates any third-party intellectual property right.

**K.2. Claims Against Enigma Mind.** Customer will defend Enigma Mind and its personnel, successors, and assigns from and against any Enigma Mind Claim (as defined below) and

indemnify them for any judgment that a court of competent jurisdiction grants a third party on such Enigma Mind Claim or that an arbitrator awards a third party under any Customer-approved settlement of such Enigma Mind Claim. “Enigma Mind Claim” means any third-party claim, suit, or proceeding related to Customer’s or its Users’ (a) Inputs or other data provided by Customer, or (b) use of the Services in violation of the Usage Policy, the Service Specific Terms, or Section D.4 (Use Restrictions). Enigma Mind Claims and Customer Claims are each a “Claim”, as applicable.

**K.3. Exclusions.** Neither party’s defense or indemnification obligations will apply to the extent the underlying allegation arises from the indemnified party’s fraud, willful misconduct, violations of law, or breach of the Agreement. Additionally, Enigma Mind’s defense and indemnification obligations will not apply to the extent the Customer Claim arises from: (a) modifications made by Customer to the Services or Outputs; (b) the combination of the Services or Outputs with technology or content not provided by Enigma Mind; (c) Inputs or other data provided by Customer; (d) use of the Services or Outputs in a manner that Customer knows or reasonably should know violates or infringes the rights of others; (e) the practice of a patented invention contained in an Output; or (f) an alleged violation of trademark based on use of an Output in trade or commerce.

**K.4. Process.** The indemnified party must promptly notify the indemnifying party of the relevant Claim, and will reasonably cooperate in the defense. The indemnifying party will retain the right to control the defense of any such Claim, including the selection of counsel, the strategy and course of any litigation or appeals, and any negotiations or settlement or compromise, except that the indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to an ongoing affirmative obligation. The indemnifying party’s obligations will be excused if either of the following materially prejudices the defense: (a) failure of the indemnified party to provide prompt notice of the Claim; or (b) failure to reasonably cooperate in the defense.

**K.5. Sole Remedy.** To the extent covered under this Section K (Indemnification), indemnification is each party’s sole and exclusive remedy under these Terms for any third-party claims.

## **L. Warranties and Limits on Liability**

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**L.1. Warranties.** Each party represents and warrants that (a) it is authorized to enter into these Terms; and (b) entering into and performing these Terms will not violate any of its corporate rules, if applicable. Customer further represents and warrants that it has all rights and permissions required to submit Inputs to the Services.

**L.2. Disclaimer of Warranties.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW (A) THE SERVICES AND OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND; AND (B) ENIGMA MIND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD-PARTY PRODUCTS OR SERVICES, INCLUDING THIRD-PARTY

INTERFACES. ENIGMA MIND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING OR PERFORMANCE, OR TRADE USE. ENIGMA MIND DOES NOT WARRANT, AND DISCLAIMS THAT, THE SERVICES OR OUTPUTS ARE ACCURATE, COMPLETE OR ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. REFERENCES TO A THIRD PARTY IN THE OUTPUTS MAY NOT MEAN THEY ENDORSE OR ARE OTHERWISE WORKING WITH ENIGMA MIND.

### **L.3. Limits on Liability.**

**L.3.a.** Except as stated in Section L.3.b, the liability of each party, and its affiliates and licensors, for any damages arising out of or related to these Terms (i) excludes damages that are consequential, incidental, special, indirect, or exemplary damages, including lost profits, business, contracts, revenue, goodwill, production, anticipated savings, or data, and costs of procurement of substitute goods or services and (ii) is limited to Fees paid by Customer for the Services in the previous 12 months.

**L.3.b.** The limitations of liability in this Section L.3 (Limits on Liability) do not apply to either party's obligations under Section K (Indemnification).

**L.3.c.** THE LIMITATIONS OF LIABILITY IN THIS SECTION L.3 (LIMITS ON LIABILITY) APPLY: (I) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (II) TO LIABILITY IN TORT, INCLUDING FOR NEGLIGENCE; (III) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (IV) EVEN IF THE BREACHING PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (E) EVEN IF THE INJURED PARTY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

**L.3.d.** The parties agree that they have entered into these Terms in reliance on the terms of this Section L.3 (Limits on Liability) and those terms form an essential basis of the bargain between the parties.

## **M. Miscellaneous**

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**M.1. Notices.** All notices, demands, waivers, and other communications under these Terms (each, a "Notice") must be in writing. Except for notices related to demands to arbitrate or where equitable relief is sought, any Notices provided under these Terms may be delivered electronically to the address provided to Enigma Mind if to Customer; and to notices@Enigma Mind.com if to Enigma Mind. Notice is effective only: (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with all requirements of this Section M.1 (Notices).

**M.2. Electronic Communications.** Customer agrees to receive electronic communications from Enigma Mind based on Customer's use of the Services and related to these Terms. Except where prohibited by applicable law, electronic communications may be sent via email, through the Services or Customer's management dashboard, or posted on Enigma Mind's website.



Enigma Mind may also provide electronic communications via text or SMS about Customer's use of the Services or as Customer otherwise requests from Enigma Mind. If Customer wishes to stop receiving such messages, Customer may request it from Enigma Mind or respond to any such texts with "STOP".

**M.3. Amendment and Modification.** Enigma Mind may update these Terms at any time, to be effective 30 days after the updates are posted by Enigma Mind or Customer otherwise receives Notice, except that updates made in response to changes to law or regulation take effect immediately upon posting or Notice. Changes will not apply retroactively. No other amendment to or modification of these Terms is effective unless it is in writing and signed by both parties. Failure to exercise or delay in exercising any rights or remedies arising from these Terms does not and will not be construed as a waiver; and no single or partial exercise of any right or remedy will preclude future exercise of such right or remedy.

**M.4. Assignment and Delegation.** Neither party may assign its rights or delegate its obligations under these Terms without the other party's prior written consent, except that Enigma Mind may assign its rights and delegate its obligations to an affiliate or as part of a sale of all or substantially all its business. Any purported assignment or delegation is null and void except as permitted above. No permitted assignment or delegation will relieve the contracting party or assignees of their obligations under these Terms. These Terms will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

**M.5. Severability.** If a provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will neither affect any other term or provision of these Terms nor invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify these Terms to reflect the parties' original intent as closely as possible.

**M.6. Interpretation.** These Terms will be construed mutually, with neither party considered the drafter. Document and section titles are provided for convenience and will not be interpreted. The phrases "for example" or "including" or "or" are not limiting.

**M.7. Governing Law; Venue.**

**M.7.a.** These Terms are governed by and construed in accordance with the Governing Laws, without giving effect to any choice of law provision. "Governing Laws" means (i) for Customers in the EEA, Switzerland, or UK, the Laws of Ireland; and (ii) for all other Customers, the laws of the State of California.

**M.7.b.** Any suits, actions, or proceedings related to these Terms that are not required to be resolved via arbitration pursuant to Section J (Disputes) will be instituted exclusively in the Venue, and each party irrevocably submits to their exclusive jurisdiction. "Venue" means (i) for Customers in the EEA, Switzerland or UK, the courts of Ireland; and (ii) for all other Customers, federal or state courts located in California.



**M.8. Export and Sanctions.** Customer may not export or provide access to the Services to persons or entities or into countries or for uses where it is prohibited under U.S. or other applicable international law. Without limiting the foregoing sentence, this restriction applies (a) to countries where export from the US or into such country would be prohibited or illegal without first obtaining the appropriate license, and (b) to persons, entities, or countries covered by U.S. sanctions.

**M.9. Integration.** These Terms (including the Usage Policy, Supported Regions Policy, Service Specific Terms, DPA, Pricing Page and other documents or terms that are incorporated by reference by these Terms) constitute the parties' entire understanding as to the Services' provision and use. These Terms supersede all other understandings or agreements between the parties regarding the Services.

**M.10. Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

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