

QUINCY

END USER LICENSE AGREEMENT AND TERMS OF SERVICE

Effective Date: July 25, 2026 — Version 2.6

This End User License Agreement and Terms of Service (this "Agreement") is a binding legal contract between Chartulary Limited, an Ohio limited liability company doing business as Quincy ("Quincy," "Company," "we," "us," or "our"), and the individual or organization accessing or using the Quincy platform, applications, websites (including www.quincy.run and app.quincy.run), and related services (collectively, the "Service") ("Customer," "you," or "your").

By accessing or using the Service, or by creating an account or requesting access, you acknowledge that you have read, understood, and agree to be bound by this Agreement, and your use of the Service constitutes your acceptance of it. If you are entering into this Agreement on behalf of a campaign, organization, or other entity, you represent that you have authority to bind that entity. If you do not agree, do not access or use the Service.

1. The Service; Beta Features

1.1 Description. The Service is a software platform providing campaign management, communications, data, analytics, and related tools for candidates, campaigns, advocacy organizations, and institutions. Company may add, modify, or discontinue features of the Service from time to time.

1.2 Beta and Pre-Release Features. The Service, or portions of it, may be designated as beta, preview, early access, or pre-release ("Beta Features"). Beta Features are under active development, have not been fully tested or validated for commercial release, and may be incomplete, may change or be removed without notice, may operate incorrectly, may contain errors, defects, or security vulnerabilities, may experience interruptions or data-processing failures, and may produce inaccurate, incomplete, or corrupted output. Beta Features are not warranted to be suitable for time-sensitive, mission-critical, or election-critical operations. Your use of any Beta Feature is at your sole risk, and you accept these risks as a condition of access. During any period in which the Service as a whole is offered as a beta program, the entire Service constitutes a Beta Feature.

1.3 Accuracy; Backups. You acknowledge that software output, including analytics and AI-generated content, may contain errors, and that you are responsible for maintaining independent backups of your data and for verifying any output before relying on it.

1.4 Feedback. Any suggestions, feedback, or ideas you provide regarding the Service are hereby assigned to Company, and Company may use them without restriction, attribution, or compensation.

1.5 Sharing and Publicity by You. You are welcome to identify yourself publicly as a Quincy customer and to share your general impressions of the Service, including on social media. However, you shall not disclose non-public technical information about

the Service — including internal workflows, data structures, model behavior, prompts, system architecture, or non-public documentation — to any person engaged in, or for the purpose of, developing a competing product, and any such disclosure is a violation of Section 3.4 subject to the remedies in Section 3.4.1.

2. Eligibility

2.1 You represent and warrant that you are at least eighteen (18) years of age, are a United States person or entity, and possess the legal capacity to enter into this Agreement. The Service is offered solely for use in connection with lawful campaign, advocacy, and institutional activity within the United States.

3. License Grant and Restrictions

3.1 License. Subject to your continued compliance with this Agreement and payment of all applicable Fees, Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your internal campaign, advocacy, or institutional purposes during the Term.

3.2 Restrictions. You shall not: (a) copy, modify, distribute, sell, lease, or sublicense the Service; (b) reverse engineer, decompile, or attempt to derive source code, models, weights, or prompts from the Service; (c) circumvent access controls or usage limits; (d) use the Service to develop a competing product or to benchmark the Service for a competitor; (e) upload unlawful content or content that violates the rights of any third party; or (f) use the Service in violation of applicable law, including election, campaign finance, telecommunications, and data protection laws.

3.3 Reservation of Rights. Company retains all right, title, and interest in and to the Service, including all software, models, designs, and intellectual property. No rights are granted except as expressly stated in this Agreement. Company retains the right to withhold or withdraw the Service, or any portion of it, at any time in its sole discretion.

3.4 Non-Replication; Remedies for Competing Products. You acknowledge that the Service embodies Company's proprietary selection, arrangement, integration, and combination of features, workflows, data structures, and services — a unified platform for digital campaign command and control — and that this combination constitutes a valuable proprietary compilation and trade secret of Company, independent of any particular code, architecture, or design. During the Term and at any time thereafter, you shall not, directly or indirectly, create, commission, contribute to, or assist in the creation of any product or service that replicates or substantially reproduces this combination of services as assembled by Company, whether or not implemented in a different architecture, design, or codebase, where such product or service is derived from, informed by, or developed with the benefit of your access to the Service.

3.4.1 Remedies. Any violation of Section 3.4 is a material breach. In addition to all other remedies available at law or in equity, you agree that upon such breach Company shall be entitled to: (a) disgorgement of all revenues and profits attributable to the offending product or service; (b) actual, consequential, and lost-profit damages; (c) the imposition of a constructive trust over, and an equitable assignment to Company of, an ownership interest in the offending product or service

and its associated intellectual property, to the extent derived from Company's proprietary compilation; (d) injunctive relief under Section 12.5; and (e) recovery of Company's reasonable attorneys' fees and costs of enforcement. You acknowledge that these remedies are reasonable in light of the difficulty of quantifying harm from misappropriation of Company's proprietary compilation, and that each remedy is cumulative and severable from the others.

3.5 Prohibited Conduct; Truthful Information. In addition to the restrictions in Section 3.2, you shall not: (a) provide false, misleading, or inaccurate information to Company, including in connection with account registration, access requests, or billing, and you represent and warrant that all information you provide to Company is and will remain true, accurate, and current; (b) upload, enter, or rely upon fabricated, falsified, or synthetic data presented as genuine, including fake voter, donor, or contact records; (c) use the Service or any artificial-intelligence feature of the Service in the planning, commission, facilitation, or concealment of any crime or unlawful act, including fraud, identity theft, impersonation, voter suppression or intimidation, unlawful robocalls or texts, harassment, or the creation or distribution of unlawfully deceptive communications; or (d) engage in any other activity through the Service for which liability could be imputed to Company. Any violation of this Section is a material breach of this Agreement, entitles Company to immediately suspend or terminate your access without notice or refund, and falls entirely within your indemnification obligations under Section 11. Company assumes no responsibility for, does not monitor for, and expressly disclaims all liability arising from any conduct described in this Section.

3.6 Fair Use; Throttling; Overage. Subscriptions are subject to reasonable-use limits. Company may, in its sole discretion, throttle, rate-limit, or suspend usage that materially exceeds typical usage patterns — including automated, scripted, or bulk consumption of AI or data features — or condition continued excess usage on payment of overage fees at Company's then-current rates.

3.7 Account Security. You are responsible for all activity under your account and for maintaining the confidentiality of your credentials. Company is not liable for any loss arising from unauthorized use of your account. You will notify Company immediately at access@quincy.run of any suspected compromise.

4. Fees and Payment

4.1 Fees. Access to the Service requires payment of subscription fees as set forth in your order form or the then-current pricing published by Company ("Fees"). All pricing, features, and services are subject to change at any time in Company's sole discretion. Fees are due in advance and are non-refundable except where required by law.

4.2 Suspension for Non-Payment. If any Fees are past due, Company may suspend or restrict your access to the Service, including access to Customer Data (as defined in Section 5), until all outstanding amounts are paid in full.

4.3 Pricing Changes; Pass-Through of Third-Party Costs. Pricing during any beta period may differ from general-availability pricing. You acknowledge that the Service depends on third-party infrastructure, model, data, and telecommunications providers whose costs are outside Company's control. Company may adjust pricing

at any time, effective upon posting or notice through the Service, including without advance notice where the adjustment reflects changes in third-party or technological costs. Price changes apply prospectively to subsequent billing periods and do not affect Fees already paid. Your continued use of the Service after a price change constitutes acceptance of the change; your sole remedy if you do not accept a price change is to stop using the Service before your next billing period.

4.4 Late Amounts; Chargebacks. Past-due amounts accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is less, plus Company's reasonable costs of collection, including attorneys' fees. Initiating a chargeback or payment dispute for validly incurred Fees is a material breach; Company may suspend the account and assess a reasonable dispute-processing fee for each reversed charge.

5. Customer Data; Retention and Use; Access Conditioned on Active Subscription

5.1 Customer Data. "Customer Data" means all data, content, records, files, and materials that you or your authorized users upload to, create within, or generate through the Service, including contact lists, voter and donor records, communications, documents, and analytics outputs.

5.2 Access Conditioned on Payment. Storage of, access to, and retrieval of Customer Data is a feature of an active, paid subscription. You acknowledge and agree that: (a) if your subscription lapses, is suspended for non-payment, or is terminated, Company may immediately restrict or disable your access to Customer Data; (b) Company has no obligation to maintain, store, export, or return Customer Data following expiration or termination of your subscription; and (c) Company may delete Customer Data following a lapse or termination in accordance with its data retention practices, with or without notice. Continued payment of Fees is a condition precedent to any right of access to Customer Data.

5.3 License to Company; Model Improvement; Retention for Targeting Services. You grant Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and sublicensable license to access, host, copy, store, process, transmit, display, analyze, aggregate, de-identify, modify, and otherwise use Customer Data: (a) to provide, maintain, secure, and support the Service; (b) to develop, test, train, validate, improve, and enhance Company's statistical, machine-learning, and large-language models and the Service generally — you acknowledge and agree that Customer Data, including voter data uploaded to or entered into the Service, may be utilized in identified or de-identified form to improve and refine such models; (c) to retain and test Customer Data against statistical models as part of Company's in-house targeting, analytics, and modeling services, broadly for Company's own business purposes; (d) to create and use aggregated, de-identified, or statistical data for any lawful business purpose; and (e) for Company's other internal business purposes. Company may retain and exercise this license during and after the Term, and this license survives termination or expiration of this Agreement.

5.4 Third-Party AI Providers. You acknowledge that the Service incorporates artificial-intelligence capabilities supplied by third-party model and infrastructure providers under contract with Company, and that Customer Data may be transmitted

to and processed by such providers solely as necessary to deliver and improve the Service, subject to contractual confidentiality and data-protection obligations. Company may change its third-party providers at any time without notice.

5.5 Your Responsibilities. You represent and warrant that you have obtained all rights, consents, and permissions necessary to upload Customer Data to the Service and to grant the license in Section 5.3, and that Customer Data and your use of the Service comply with all applicable laws, including campaign finance, election, privacy, and data protection laws. You are solely responsible for the accuracy, quality, and legality of Customer Data.

5.6 Backups. You are solely responsible for exporting and maintaining independent copies of Customer Data during the Term. Company is not a system of record or archival service.

6. AI-Generated Output

6.1 Nature of Output. The Service may generate text, analyses, predictions, scores, audience segments, and other content or output using artificial-intelligence and statistical methods ("Output"). Output is generated automatically, may be inaccurate, incomplete, biased, or misleading, and does not constitute legal, compliance, or strategic advice.

6.2 Your Responsibility for Output. You are solely responsible for reviewing, verifying, and approving all Output before use, publication, or distribution, including responsibility for the truthfulness of any communication and for all legally required disclaimers, disclosures, and attributions (including "paid for by" statements and similar requirements under federal and state election law). Company has no liability for your use of Output.

7. Compliance

7.1 Sole Responsibility for Use. The Service is a neutral technology tool. You — not Company — are solely and exclusively responsible for all uses of the Service by you and your authorized users, for all decisions made or actions taken in reliance on the Service or any Output, and for all communications, targeting decisions, solicitations, and expenditures made using the Service. Company does not direct, control, endorse, or assume responsibility for any use of the Service by any Customer.

7.2 Compliance with Law. You are solely responsible for your compliance with all laws applicable to your campaign or organization and to communications made using the Service, including the Federal Election Campaign Act, state campaign finance and election codes, the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and applicable privacy and data protection laws. The Service does not ensure compliance and Company does not monitor your communications for legal sufficiency.

7.3 No Liability for Customer Use. To the maximum extent permitted by law, Company shall have no liability whatsoever, to you or to any third party, arising out of or related to any use or misuse of the Service or any Output by any customer or user, including any unlawful, unauthorized, or improper use, and any claim by any voter, donor, recipient of communications,

regulator, or other third party relating to such use. All such responsibility rests exclusively with the Customer.

8. Privacy

8.1 Company's collection and use of personal information in connection with the Service is described in the Company Privacy Policy available at www.quincy.run/privacy, which is incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the Privacy Policy regarding Customer Data, this Agreement controls to the maximum extent permitted by law.

9. Disclaimer of Warranties

The Service and all Output are provided "as is" and "as available," with all faults and without warranty of any kind. To the maximum extent permitted by law, Company disclaims all warranties, express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, and any warranties arising from course of dealing or usage of trade. Company does not warrant that the Service will be uninterrupted, error-free, or secure, or that data will not be lost, corrupted, or disclosed. Use of any Beta Feature is at your sole risk.

10. Limitation of Liability

10.1 Exclusion of Damages. To the maximum extent permitted by law, in no event shall Company or its officers, directors, members, employees, contractors, or agents be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of data, loss of profits, loss of goodwill, business interruption, electoral or political outcome, or cost of substitute services, arising out of or related to this Agreement or the Service, whether based in contract, tort (including negligence), strict liability, or any other theory, even if advised of the possibility of such damages. Without limiting the foregoing, Company shall have no liability for any lost, stolen, corrupted, breached, intercepted, or destroyed data, however caused, including through unauthorized third-party access.

10.2 Liability Cap. To the maximum extent permitted by law, Company's total aggregate liability arising out of or related to this Agreement or the Service shall not exceed the greater of (a) the Fees actually paid by you to Company in the three (3) months preceding the event giving rise to the claim, or (b) one hundred U.S. dollars (\$100.00).

10.3 Basis of the Bargain. The disclaimers and limitations in Sections 9 and 10 are fundamental elements of the bargain between the parties, reflect the nature of the Service (including any Beta Features) and the Fees charged, and shall apply even if any limited remedy fails of its essential purpose. Some jurisdictions do not allow certain exclusions or limitations; in such jurisdictions, Company's liability is limited to the maximum extent permitted by law.

10.4 Remedies Against Company Limited to Money Damages. To the maximum extent permitted by law, you agree that your sole and exclusive remedy for any claim against Company shall be an award of money damages subject to the limitations of this Section 10, and you waive any right to seek injunctive or other equitable relief that would restrain, interrupt, or interfere with the operation, modification, or discontinuation of the Service.

11. Indemnification

You shall defend, indemnify, and hold harmless Company and its officers, directors, members, employees, and agents from and against any claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Customer Data; (b) your use or misuse of the Service or any Output; (c) your violation of this Agreement; or (d) your violation of any law or the rights of any third party, including election, campaign finance, telecommunications (including TCPA), and privacy laws.

12. Dispute Resolution; Arbitration; Class Action Waiver

12.1 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the Service shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, conducted in Franklin County, Ohio, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.

12.2 Class Action Waiver. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate claims or preside over any form of representative proceeding.

12.3 Waiver of Jury Trial. Each party waives any right to a jury trial for any dispute arising under this Agreement.

12.4 Limitation Period. Any claim arising out of or related to this Agreement or the Service must be commenced within one (1) year after the claim accrues, or it is permanently barred.

12.5 Equitable Relief. Notwithstanding Section 12.1, Company may seek temporary, preliminary, or permanent injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property, trade secrets, or the security or integrity of the Service, including for any breach or threatened breach of Sections 3.2, 3.4, 3.4.1, or 3.5, without posting bond and without waiving its right to arbitrate all other claims.

12.6 Coordinated Filings. If twenty-five (25) or more similar arbitration demands are filed against Company by claimants represented by the same or coordinated counsel, the demands shall be resolved in staged proceedings: ten (10) bellwether arbitrations shall proceed first, with all remaining demands (and applicable filing-fee obligations) stayed until the bellwethers conclude, followed by a mandatory ninety (90) day global mediation before further demands may proceed. Any statute of limitations is tolled for demands stayed under this Section.

13. Term; Suspension; Termination

13.1 Term. This Agreement begins on the date you first accept it and continues until terminated as provided herein ("Term").

13.2 Termination by Company. Company may suspend, restrict, or cancel your access to the Service at any time, with or without cause, with or without express reason, and with or without notice, including for non-payment, violation of this Agreement, or discontinuation of any beta program or of the Service or any portion of it.

13.3 Effect of Termination. Upon termination or expiration: (a) your license terminates immediately; (b) your access to the Service and to Customer Data ceases; and (c) Sections 1.4, 3.3, 5.2 through 5.6, and 6 through 15 survive.

14. Modifications to the Service and this Agreement

Company may modify the Service or this Agreement at any time. Material changes to this Agreement will be posted at www.quincy.run or communicated through the Service, and continued use of the Service after the effective date of any change constitutes acceptance of the modified Agreement.

15. General Provisions

15.1 Governing Law. This Agreement is governed by the laws of the State of Ohio, without regard to conflict-of-laws principles.

15.2 Entire Agreement. This Agreement, together with any order form and the Privacy Policy, constitutes the entire agreement between the parties regarding the Service and supersedes all prior agreements and understandings.

15.3 Severability. If any provision is held unenforceable, it shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force.

15.4 No Waiver. Failure to enforce any provision is not a waiver of the right to enforce it later.

15.5 Assignment. You may not assign this Agreement without Company's prior written consent. Company may assign this Agreement freely, including in connection with a merger, acquisition, or sale of assets.

15.6 Force Majeure. Company is not liable for any failure or delay caused by events beyond its reasonable control.

15.7 Notices. Notices to Company must be sent to access@quincy.run. Notices to you may be sent to the email address associated with your account.

15.8 Export and Sanctions Compliance. You represent that you are not located in, or a national of, any jurisdiction subject to U.S. embargo, and that you will comply with all applicable export control laws.

15.9 Infringement Notices. If you believe content available through the Service infringes your copyright or other intellectual-property rights, send a notice containing the information required by 17 U.S.C. § 512(c)(3) to access@quincy.run

with the subject line "IP Notice." Company may remove allegedly infringing content and terminate repeat infringers.

15.10 Publicity. Company may identify you by name and logo as a customer of the Service in customer lists and marketing materials, in a manner that does not state or imply your endorsement of any political party or other customer, unless you opt out by written notice to access@quincy.run.

ACKNOWLEDGED AND AGREED:

By accessing or using the Service, Customer accepts this Agreement in its entirety.