

ASCENTT

ORBIS PLATFORM — EVALUATION TERMS OF USE

Document Title	Orbis Platform — Evaluation Terms of Use
Version	v1.1 — May 7, 2026
Prepared By	Ascentt Systems Inc. ("Ascentt")
Intended Recipient	Toyota Motor North America ("Evaluator")
Evaluation Purpose	Pre-Production Product Evaluation — Orbis Platform
Jurisdiction	State of Texas, United States



This Evaluation Terms of Use Agreement ("Agreement") governs access to and use of the Orbis platform ("Platform") made available by Ascentt Systems Inc. ("Ascentt") to Toyota Motor North America ("Evaluator") solely for the purpose of a pre-production, time-limited evaluation. By accessing the Platform or sandbox environment, the Evaluator agrees to be bound by the terms of this Agreement.

This Agreement is not a Master Services Agreement, a license to deploy the Platform in production, or a commitment by either party to enter any future commercial arrangement.

1. Definitions

For purposes of this Agreement:

- "Platform" means the Orbis AI-powered project intelligence platform developed and owned by Ascentt, including all modules made available during the Evaluation Period, including but not limited to project estimation, risk assessment, and resource recommendation capabilities.
- "Sandbox Environment" means the isolated, non-production technical environment provided by Ascentt for the sole purpose of evaluation under this Agreement.
- "Evaluation Period" means the period commencing on the date Evaluator is granted access and ending [INSERT NUMBER] days thereafter, or upon earlier termination per Section 10.
- "Ascentt IP" means all intellectual property rights in and to the Platform, including algorithms, models, inference logic, user interface, data structures, methodologies, documentation, and any derivative works thereof, whether or not registered.
- "Evaluator Data" means any data, content, or input submitted by Evaluator into the Sandbox Environment during the Evaluation Period.
- "Output" means any result, recommendation, estimate, score, or other response generated by the Platform in response to Evaluator Data or Evaluator queries.
- "Confidential Information" means all non-public information disclosed by either party in connection with this Agreement, including the terms of this Agreement, the Platform's features and performance, Evaluator Data, and business information of either party.

2. Grant of Limited Evaluation Access

2.1 Subject to the terms of this Agreement, Ascentt grants Evaluator a limited, non-exclusive, non-transferable, revocable right to access and use the Sandbox Environment during the Evaluation Period solely for the purpose of evaluating the Platform's capabilities.

2.2 This grant does not include any right to: (a) use the Platform or any Output for operational, business-critical, or production purposes; (b) sub-license, resell, or provide access to any third party; (c) integrate Outputs into any business process, decision system, or client-facing application; or (d) use the Platform beyond the scope of features made available in the Sandbox Environment.

2.3 Ascentt reserves the right to modify, limit, or discontinue access to the Sandbox Environment at any time with reasonable notice.



3. Intellectual Property Ownership and Protection

3.1 All Ascentt IP remains the exclusive property of Ascentt. Nothing in this Agreement constitutes a transfer, assignment, or grant of any ownership interest in Ascentt IP to Evaluator.

3.2 Evaluator shall not, and shall ensure its authorized users do not: (a) copy, reproduce, decompile, disassemble, reverse engineer, or attempt to derive the source code or underlying logic of the Platform; (b) use the Platform to develop a competing product or service; (c) remove, alter, or obscure any proprietary notices or labels; (d) benchmark or publish performance metrics of the Platform without Ascentt's prior written consent.

3.3 Ascentt Background IP — All algorithms, estimation models, risk scoring frameworks, resource recommendation logic, and associated methodologies embedded in or used by the Platform are proprietary Ascentt background IP. Evaluator's use of the Sandbox Environment creates no implied license to such IP beyond the scope expressly stated in Section 2.

3.4 Feedback — Evaluator may, at its discretion, provide feedback, suggestions, or improvement recommendations regarding the Platform ("Feedback"). Evaluator hereby grants Ascentt a perpetual, irrevocable, royalty-free license to use any Feedback for any purpose, including incorporating it into the Platform, without obligation, compensation, or attribution to Evaluator. Feedback does not constitute a claim of ownership by Evaluator over any resulting Platform improvements.

4. Data Handling and Privacy

4.1 Evaluator Data — Evaluator retains ownership of all Evaluator Data. Ascentt will process Evaluator Data solely for the purpose of operating the Sandbox Environment and providing the evaluation experience.

4.2 Data Use Restrictions — Ascentt shall not: (a) use Evaluator Data to train or fine-tune the Platform's underlying models without Evaluator's prior written consent; (b) share Evaluator Data with any third party except sub-processors necessary to operate the Sandbox Environment; (c) retain Evaluator Data beyond 5 days of the end of the Evaluation Period or termination, whichever is earlier.

4.3 Data Recommendations — Evaluator is strongly advised not to submit live production data, personal data of Toyota employees or customers, or data subject to regulatory restrictions into the Sandbox Environment. Ascentt recommends use of synthetic, anonymized, or representative test data only.

4.4 Data Processing Agreement — To the extent Evaluator Data contains personal data within the meaning of applicable data protection laws (including CCPA or GDPR), the parties agree to execute a Data Processing Addendum prior to the submission of any such data. Submission of personal data without an executed DPA is prohibited.

4.5 Deployment Model — The Sandbox Environment is operated as an Ascentt-managed environment for purposes of this evaluation. Ascentt acts as data processor; Evaluator acts as data controller in respect of any Evaluator Data processed.



5. AI Output Disclaimer — Pre-Production Status

5.1 Pre-Production Status — THE PLATFORM IS PROVIDED IN A PRE-PRODUCTION, EVALUATION-ONLY STATE. ALL OUTPUTS, INCLUDING PROJECT ESTIMATES, RISK ASSESSMENTS, RESOURCE RECOMMENDATIONS, AND ANY OTHER GENERATED CONTENT, ARE EXPERIMENTAL IN NATURE AND ARE NOT VALIDATED FOR OPERATIONAL USE.

5.2 Evaluator acknowledges substantially similar inputs may generate different Outputs and agrees that: (a) Outputs are probabilistic and inherently uncertain; (b) Outputs must not be used as the basis for any business decision, procurement action, project approval, staffing decision, or operational commitment; (c) the Platform does not constitute professional advice of any kind, including engineering, legal, financial, or management consulting advice.

5.3 Human Oversight Required — Evaluator is responsible for independently verifying any Output before acting upon it. Any reliance on Outputs without independent verification is solely at Evaluator's risk.

5.4 No SLA or Uptime Commitment — Ascentt makes no representation regarding the availability, uptime, response time, or accuracy of the Sandbox Environment during the Evaluation Period.

The Sandbox Environment may be suspended, reset, reconfigured, patched, rolled back, modified, or terminated at any time without continuity obligations, preservation obligations, compatibility guarantees, or recovery commitments

6. Disclaimer of Warranties

6.1 THE PLATFORM AND SANDBOX ENVIRONMENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY.

6.2 ASCENTT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: (a) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (b) WARRANTIES THAT THE PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR THAT OUTPUTS WILL BE ACCURATE, COMPLETE, OR RELIABLE; AND (c) ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE.

6.3 EVALUATOR ASSUMES FULL RESPONSIBILITY FOR ITS USE OF THE PLATFORM AND ANY DECISIONS MADE IN RELIANCE ON OUTPUTS.

7. Limitation of Liability and Indemnification

7.1 Limitation of Liability — To the maximum extent permitted by applicable law, Ascentt shall not be liable to Evaluator or any third party for: (a) any indirect, incidental, special, consequential, or punitive damages; (b) any loss of profits, revenue, data, goodwill, or business opportunity; (c) any damages arising from Evaluator's reliance on, use of, or inability to use the platform or any output; or (d) any errors, inaccuracies, or omissions in any output — whether or not Ascentt was advised of the possibility of such damages and regardless of the theory of liability.



7.2 Evaluator Indemnification — Evaluator shall indemnify, defend, and hold harmless Ascentt and its officers, directors, employees, and agents from and against any claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Evaluator's use of the Platform in violation of this Agreement; (b) any decision made by Evaluator in reliance on Platform Outputs; (c) Evaluator's submission of data in violation of Section 4; or (d) any infringement of third-party rights by Evaluator Data.

7.3 Indemnification Basis — The parties expressly acknowledge that the evaluation is provided at no charge and that Ascentt's willingness to make the Platform available for evaluation is premised on the limitations and indemnification provisions in this Section 7. These provisions form an essential element of the basis of the bargain between the parties.

8. Confidentiality

8.1 Obligations: Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) use the other party's Confidential Information solely for the purposes of this Agreement; (c) disclose Confidential Information only to employees or authorized representatives who need to know such information and are bound by confidentiality obligations at least as protective as those in this Agreement.

8.2 Evaluator's Specific Obligations: Evaluator shall treat the following as Ascentt Confidential Information: the Platform's features, algorithms, methodologies, user interface design, performance characteristics, Outputs, and any information concerning Ascentt's technical roadmap or product strategy disclosed during the Evaluation Period.

8.3 Exclusions — Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party prior to disclosure; (c) is independently developed without reference to the disclosing party's Confidential Information; or (d) is required to be disclosed by applicable law or court order, provided the receiving party provides prompt prior written notice.

8.4 Duration — Confidentiality obligations survive termination or expiration of this Agreement for a period of three (3) years.

8.5 External Communications — Neither party shall issue any press release, public statement, social media post, or other external communication referencing this evaluation, the other party's name, or the existence of this Agreement without the other party's prior written approval.

9. Prohibited Uses

Evaluator shall not use the Platform or any Output to:

- Make any production-ready, operational, or contractually binding project estimate, risk determination, or staffing decision.
- Train, fine-tune, or develop any competing AI model or product.
- Circumvent any security, access control, or usage monitoring implemented by Ascentt.



- Submit data that is subject to export control, trade secret protection, or third-party confidentiality obligations without obtaining all required authorizations.
- Violate any applicable law, regulation, or third-party right.
- Share, publish, or disclose any Output externally without Ascentt's prior written consent.
- Evaluator shall not use the Platform for model behavior analysis, competitive intelligence, architecture inference, prompt analysis, training dataset extraction, adversarial testing, red teaming beyond expressly authorized scope, or benchmarking intended for procurement leverage, competitor comparison, replication, or derivative product development

10. Term and Termination

10.1 This Agreement commences on the date Evaluator is granted access to the Sandbox Environment and continues for the Evaluation Period unless terminated earlier.

10.2 Either party may terminate this Agreement at any time upon 5 business days' written notice to the other party.

10.3 Ascentt may terminate access immediately, without notice, if Evaluator materially breaches this Agreement, including any violation of Section 3, 4, or 9.

10.4 Effect of Termination — Upon termination: (a) Evaluator's access to the Sandbox Environment shall be revoked immediately; (b) Evaluator shall promptly delete or return any Ascentt Confidential Information in its possession; (c) Ascentt shall delete Evaluator Data within 5 days of termination. Sections 3, 6, 7, 8, and 11 survive termination.

11. General Provisions

11.1 Entire Agreement — This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, or agreements. No oral representations shall be binding.

11.2 Governing Law — This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles. Each party consents to the exclusive jurisdiction of the courts located in Collin County, Texas.

11.3 No Partnership or Agency — Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the parties.

11.4 No Waiver — Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce that provision in the future.

11.5 Severability — If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.6 Amendment — This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.



11.7 Notices — All notices required under this Agreement shall be in writing and delivered by email to the authorized representative of the receiving party as identified in the signature block. Notice is deemed delivered upon confirmed transmission.

