

## **1. Introduction and Acceptance of Terms**

Welcome to Overture, LLC (“Overture,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of our software tools, including but not limited to our generative AI features for investor relations workflow efficiency, such as an Earnings Call Script Generator, Competitor Earnings Call Transcript Summarizer, Competition Metrics Report Generator, and Competitor Q&A Analysis Tool (collectively, the “Services”). By accessing or using our Services, you (“you” or “User”) agree to be bound by these Terms. If you do not agree with all of these Terms, do not access or use our Services.

## **2. Description of Services**

### **2.1 Software Tools for Investor Relations**

Overture provides a suite of software solutions designed to help investor relations teams streamline their workflow. Our tools leverage generative AI to assist with drafting earning call scripts, summarizing competitor earnings calls, generating competition metrics reports, and providing analyses of peer company Q&A sessions.

### **2.2 Generative AI Disclaimer**

Any output from our generative AI tools (including but not limited to the Earnings Call Script Generator, Competitor Earnings Call Transcript Summarizer, Competitor Q&A Analysis Tool) is intended for rough drafting purposes and internal use only. These outputs must be reviewed, revised, and approved by the User before any external release or inclusion in official documents, including but not limited to regulatory filings such as SEC submissions.

### **2.3 No Legal, Investment, or Regulatory Advice**

Overture is not a law firm, investment advisory firm, or regulatory consultant. The Services do not provide legal advice, investment advice, or regulatory compliance guidance. You are solely responsible for reviewing and verifying the accuracy, completeness, and appropriateness of any content generated by our tools.

### **2.4 Offline AI and Data Security**

Our AI operates in an offline environment, and all proprietary or confidential data you input is processed within this contained system. Overture does not store or retain your proprietary data beyond what is necessary to deliver the Services. We are committed to using commercially reasonable safeguards to protect the confidentiality and security of your information.

## **3. User Eligibility and Account Registration**

### **3.1 Eligibility**

You represent and warrant that you are at least 18 years of age (or have reached the age

of majority in your jurisdiction) and that you possess the legal authority to enter into these Terms.

### **3.2 Account Information**

In order to access certain features of the Services, you may be required to register for an account. You agree to provide accurate, current, and complete information and to keep such information updated. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

## **4. License Grant and Restrictions**

### **4.1 Limited License**

Subject to your compliance with these Terms, Overture grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services for your internal business purposes.

### **4.2 Prohibited Uses**

You agree not to:

- Use the Services in any manner that violates any applicable law or regulation (including without limitation SEC or other regulatory requirements).
- Use the output of the Services as an official or final document in any regulatory filing, including SEC filings, without your own independent review and revision.
- Reverse engineer, decompile, or otherwise attempt to discover the source code of any software underlying the Services, except to the extent permitted by applicable law.
- Resell, distribute, or sublicense the Services without express written permission from Overture.

## **5. User-Generated Content and Data**

### **5.1 Ownership**

You retain all rights to the content and data you submit through the Services (“User Content”). Overture does not claim ownership over User Content.

### **5.2 Responsibility for User Content**

You are solely responsible for all User Content. You represent and warrant that (a) you have all necessary rights to submit the User Content to the Services; and (b) the submission, use, and processing of User Content as part of the Services will not violate any applicable law or these Terms.

### **5.3 Data Usage and Retention**

Overture will only use User Content to the extent necessary to provide and improve the Services (e.g., for technical troubleshooting or to generate requested outputs). To the extent feasible, we will keep your data offline and confidential. We do not use your confidential data in any third-party training models or data stores. We will not retain your data for longer than is required to fulfill the Services, unless otherwise required by law.

## **6. Confidentiality**

### **6.1 Definition of Confidential Information**

“Confidential Information” includes any business, technical, financial, or other proprietary information disclosed by you or us that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information.

### **6.2 Obligations**

Each party shall take reasonable measures to protect the other party’s Confidential Information and shall not disclose or use it for any purpose other than providing or receiving the Services as set forth in these Terms.

## **7. Intellectual Property Rights**

### **7.1 Overture IP**

All right, title, and interest in and to the Services, including without limitation all software, algorithms, trademarks, trade names, logos, and other intellectual property rights (“Overture IP”), remains the exclusive property of Overture and its licensors. Except as expressly granted in these Terms, no license or other rights are granted to you in any Overture IP.

### **7.2 Feedback**

If you provide any suggestions, ideas, or feedback to Overture regarding the Services (“Feedback”), you hereby grant Overture a perpetual, irrevocable, worldwide, royalty-free, and transferable license to use, reproduce, distribute, create derivative works of, and otherwise exploit the Feedback.

## **8. Disclaimers**

### **8.1 General Disclaimer**

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OVERTURE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **8.2 Reliance on AI-Generated Outputs**

All generative AI outputs are rough drafts. Users must independently verify the accuracy and completeness of these drafts before relying on them. Overture expressly disclaims any liability for errors or omissions in the AI-generated outputs.

### **8.3 No Professional Advice**

Overture does not provide legal, financial, regulatory, or investment advice. Any information provided through the Services is for general informational purposes only and should not be interpreted as professional advice.

## **9. Limitation of Liability**

### **9.1 Exclusion of Damages**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OVERTURE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, USE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE (OR INABILITY TO USE) THE SERVICES.

### **9.2 Maximum Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OVERTURE'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO OVERTURE FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **10. Indemnification**

You agree to defend, indemnify, and hold harmless Overture and its affiliates, officers, directors, employees, and agents from and against any claims, actions, suits, or proceedings, as well as any losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of the Services or your violation of these Terms.

## **11. Modifications to the Services and Terms**

### **11.1 Changes to Services**

We may modify or discontinue, temporarily or permanently, any feature or component of the Services at any time without liability to you or any third party.

### **11.2 Changes to Terms**

We reserve the right to modify these Terms at any time. If we make changes, we will provide notice by updating the "Last Updated" date at the top of these Terms. By continuing to use the Services after the changes become effective, you agree to the revised Terms.

## **12. Termination**

### **12.1 Termination by User**

You may discontinue use of the Services at any time. If you wish to terminate your account, you must provide written notice to Overture.

### **12.2 Termination by Overture**

We may suspend or terminate your access to the Services if you violate these Terms or if your conduct may harm Overture or others.

### **12.3 Effect of Termination**

Upon termination, all licenses and rights granted to you in these Terms will immediately

cease. Sections of these Terms that by their nature should survive termination shall continue to apply.

### **13. Dispute Resolution**

#### **13.1 Governing Law**

These Terms will be governed by and construed in accordance with the laws of the state in which Overture is formed or primarily operates, without regard to its conflict of law principles.

#### **13.2 Jurisdiction**

Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state or federal courts located in the jurisdiction where Overture is headquartered, and each party consents to such jurisdiction.

#### **13.3 Alternative Dispute Resolution**

Before initiating any formal legal action, the parties agree to attempt to resolve disputes in good faith through informal negotiation or mediation.

### **14. General**

#### **14.1 Severability**

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

#### **14.2 Entire Agreement**

These Terms (together with any other agreements or policies referenced herein) constitute the entire agreement between you and Overture regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and representations, whether written or oral, relating to the Services.

#### **14.3 Waiver**

No waiver of any provision of these Terms will be valid unless in writing and signed by the party granting the waiver. The failure by either party to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

#### **14.4 Assignment**

You may not assign or transfer these Terms, in whole or in part, by operation of law or otherwise, without the prior written consent of Overture. Any attempt to assign or transfer without such consent will be null and void. Overture may freely assign or transfer these Terms without restriction.

#### **14.5 Force Majeure**

Neither party will be liable for any failure or delay in performance under these Terms (other than payment obligations) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or

negligence, including, without limitation, acts of God, government restrictions, natural disasters, riots, acts of terrorism, wars, or internet or communication failures.

#### **14.6 No Third-Party Beneficiaries**

These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

#### **14.7 Notices**

All notices or other communications required or permitted hereunder shall be in writing and delivered by email, certified mail, or a recognized courier service to the address specified by each party. Notices to Overture should be sent to the contact information listed on our website or otherwise provided to you.

#### **14.8 Contact Information**

If you have any questions about these Terms or the Services, please contact us at:

**Overture, LLC**

[Address]

[Email Address]

[Phone Number]

By using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree, you must discontinue using the Services immediately.

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**Thank you for choosing Overture, LLC.** We look forward to helping you streamline your investor relations workflow with our generative AI tools.