WarmPath Customer Terms

Version dated November 23, 2026

These Customer Terms (the "Terms") govern each order form for the WarmPath service that refers to them. They are between **WarmPath LLC**, a Florida limited liability company with its principal place of business at 7901 4th St N, Ste 300, St. Petersburg, FL 33702 ("WarmPath"), and the customer named in the order form ("Customer"). WarmPath and Customer are each a "Party" and together the "Parties."

1. How these Terms Work

1.1 **Service.** WarmPath provides software that helps businesses find, understand, and use their professional relationships, including for sales, business development, recruiting, and account management. The Service includes web applications, AI agents, browser extensions, integrations, models, data, signals, and related tools, as WarmPath offers them from time to time (collectively, the "Service").

1.2 **Order Forms.** Customer orders the Service by signing an order form that refers to these Terms (each an "Order Form"). Each Order Form states the parts of the Service ordered, the fees, and the subscription term for that order (the "Subscription Term").

1.3 **Agreement.** "Agreement" means these Terms and all Order Forms. Each Order Form is governed by the version of these Terms stated in it.

1.4 **Order of precedence.** If an Order Form conflicts with these Terms, the Order Form controls, but only for that Order Form and only where it expressly changes these Terms.

1.5 **Changes to these Terms.** WarmPath may update these Terms by posting a new version on its website. A new version applies to an existing Order Form only from the start of its next renewal term, and only if WarmPath posted the new version at least thirty (30) days before that renewal.

2. Access and License

2.1 **Access.** During each Subscription Term, WarmPath grants Customer a non-exclusive, non-transferable, non-sublicensable license to access and use the Service ordered under the applicable Order Form for Customer's internal business purposes.

2.2 **Users.** Customer is responsible for its users' compliance with this Agreement and for keeping their login credentials secure.

2.3 **Restrictions.** Customer will not (a) resell, sublicense, or make the Service available to any third party, (b) reverse engineer or attempt to derive the source code of the Service, (c) use the Service to build a competing product, (d) sell, license, redistribute, or otherwise make available

to any third party any output, data, or content generated by the Service, except for use in the ordinary course of Customer's own business, or (e) remove or alter any proprietary notices.

3. Fees and Payment

3.1 **Fees.** Customer will pay the fees stated in each Order Form. Unless an Order Form states otherwise, WarmPath will invoice Customer monthly in advance, and invoices are due net thirty (30) days from the invoice date.

3.2 **No refunds.** Fees are non-refundable except as expressly stated in this Agreement.

3.3 **Taxes.** Customer is responsible for all applicable taxes, excluding taxes based on WarmPath's net income.

3.4 **Late payment.** Late amounts may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If any amount is more than thirty (30) days overdue, WarmPath may suspend the Service after giving Customer ten (10) days written notice.

3.5 **Price changes.** WarmPath may change its fees for a renewal term by giving Customer written notice at least thirty (30) days before that renewal term starts.

4. Customer Data

4.1 **Definition.** "Customer Data" means any data, content, or information Customer submits to the Service or that the Service collects from systems or accounts Customer connects to it, including through any WarmPath component (such as a browser extension) or any ATS, CRM, or similar system of record Customer connects.

4.2 **Ownership.** As between the Parties, Customer owns all Customer Data.

4.3 **Use.** WarmPath will use Customer Data only to (a) provide, secure, debug, support, and improve the Service for Customer, (b) maintain and operate the Service, and (c) produce aggregated or de-identified analytics that do not identify Customer, any individual, any of Customer's clients, or any transaction.

4.4 **No model training.** WarmPath will not use Customer Data to train or fine-tune any machine learning or artificial intelligence model, whether owned by WarmPath or by any third party engaged by WarmPath. WarmPath will configure all third-party AI providers used in the Service so that Customer Data is excluded from those providers' model training.

4.5 **Subprocessors.** WarmPath uses third-party service providers (each a "Subprocessor") to operate the Service. WarmPath lists its current Subprocessors at https://getwarmpath.com/subprocessors and will keep that page reasonably up to date. WarmPath will use commercially reasonable efforts to ensure that each Subprocessor is bound by written obligations that limit its use of Customer Data to providing services to WarmPath for

the Service, consistent with Sections 4.3 and 4.4. WarmPath remains responsible for each Subprocessor's compliance with this Section 4.

4.6 **Security and breach notice.** WarmPath will use commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction. WarmPath will notify Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of an actual unauthorized access to or disclosure of Customer Data (a "Security Incident").

4.7 **Return or deletion.** Within thirty (30) days after this Agreement ends, WarmPath will, at Customer's written election, return Customer Data to Customer in a commonly used machine-readable format or delete it from WarmPath's production systems. Customer Data residing on backup media will be deleted in the ordinary course of WarmPath's backup rotation, and remains subject to this Section 4 until deleted.

4.8 **Customer responsibilities.**

(a) Rights and consents. Customer represents and warrants that it has obtained and will maintain all rights, consents, permissions, notices, and authorizations necessary for WarmPath to access, process, use, and store Customer Data as contemplated by this Agreement. Customer will not knowingly submit or make available Customer Data in violation of applicable law, third-party platform terms, privacy policies, employment obligations, confidentiality duties, or contractual restrictions.

(b) Third-party platforms. Neither Party makes any representation or warranty to the other regarding compliance with the terms of any third-party website, platform, or service that Customer or its personnel use or connect to the Service (each a "Third-Party Platform"). WarmPath will use commercially reasonable efforts to design and operate the Service's collection and enrichment mechanisms in compliance with applicable law. Customer is solely responsible for its and its personnel's use of Third-Party Platforms and any browser extension, including account-level compliance, excluding the operation of any WarmPath component as designed, provided, and directed by WarmPath. Data derived from Third-Party Platforms, including profile, connection, and network information and any data collected through any WarmPath component, is included within Customer Data.

(c) Restricted Data. The Service is not designed for, and does not require, government identification numbers (including Social Security numbers), payment card or financial account data, background check or drug screening results, biometric data, children's data, or other special category data (collectively, "Restricted Data"). Customer will use commercially reasonable efforts to keep Restricted Data out of Customer Data, including by not connecting or mapping fields intended to hold Restricted Data. WarmPath has no obligation to monitor for Restricted Data. If WarmPath becomes aware of Restricted Data in the Service, WarmPath may delete or de-identify it and will notify Customer. WarmPath will apply Section 4.6 to any Restricted Data it holds, but otherwise has no liability for Restricted Data except to the extent caused by WarmPath's breach of Section 4.6 or its gross negligence or willful misconduct.

(d) No PHI. Customer will not submit Protected Health Information (as defined under HIPAA) or clinical documentation to the Service. WarmPath is not acting as a Covered Entity or Business Associate under HIPAA, and no Business Associate Agreement is created by this Agreement. This Agreement does not promise a HIPAA-compliant environment.

5. Confidentiality

5.1 **Definition.** "Confidential Information" means non-public information disclosed by one Party (the "Discloser") to the other (the "Recipient") that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information includes the terms of each Order Form, WarmPath's product roadmap and pre-release features, and Customer Data.

5.2 **Obligations.** The Recipient will (a) use the Discloser's Confidential Information only to exercise its rights and perform its obligations under this Agreement, (b) protect it with at least the same care it uses for its own confidential information of like importance, and in no event less than reasonable care, and (c) not disclose it to any third party except to its employees, contractors, advisors, and Subprocessors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section 5.

5.3 **Exceptions.** Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient, (b) was known to the Recipient before disclosure, (c) is independently developed by the Recipient without use of the Confidential Information, or (d) is rightfully received from a third party without confidentiality obligations.

5.4 **Compelled disclosure.** The Recipient may disclose Confidential Information if required by law, provided that, where legally permitted, it gives the Discloser prompt advance notice and cooperates with reasonable efforts to limit the scope of disclosure.

5.5 **Duration.** Confidentiality obligations survive for three (3) years after this Agreement ends, except that obligations covering trade secrets and Customer Data continue for as long as the law protects them as such.

6. Feedback, Intellectual Property, and Publicity

6.1 **Service IP.** WarmPath and its licensors retain all right, title, and interest in and to the Service, including all software, AI agents, browser extensions, integrations, models, prompts, configurations, training data (other than Customer Data), documentation, updates, modifications, and any new products, features, or use cases developed by WarmPath, and all intellectual property rights therein. No rights are granted to Customer other than those expressly set out in Section 2.

6.2 **Feedback.** Any feedback, suggestions, ideas, improvement requests, bug reports, or other input provided by Customer is "Feedback." Customer grants WarmPath a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable license to use, reproduce,

modify, and exploit the Feedback for any purpose, including incorporating it into the Service. WarmPath has no obligation to compensate Customer for Feedback.

6.3 **Customer name and logo.** WarmPath may identify Customer as a customer and use Customer's name and logo on WarmPath's website, sales materials, and investor materials. Customer may opt out at any time by written notice (email sufficient), and WarmPath will stop new uses within thirty (30) days. WarmPath will not publish a case study or a quote attributed to Customer or its personnel without Customer's prior written approval (email sufficient).

7. Warranties and Disclaimers

7.1 **Mutual.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not conflict with any other agreement to which it is a party.

7.2 **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WARMPATH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WARMPATH DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

7.3 **No reliance on outputs.** The Service produces suggestions, signals, scores, and other outputs that may be inaccurate, incomplete, outdated, or otherwise wrong. Customer is solely responsible for reviewing and validating all Service outputs before acting on them. WarmPath does not make sales, business development, outreach, client relationship, hiring, employment, or other business decisions for Customer. Customer is solely responsible for all decisions, communications, outreach, interactions with any person, and business actions taken based on or in connection with the Service.

7.4 **Suspension.** WarmPath may suspend Customer's access to the Service immediately if WarmPath reasonably believes that Customer's use may create a security risk, violate law or third-party terms, harm the Service, expose WarmPath to liability, compromise Customer Data, or infringe WarmPath's or a third party's rights. WarmPath will use reasonable efforts to notify Customer of any suspension and will restore access when the underlying issue is resolved.

8. Term and Termination

8.1 **Term.** This Agreement begins when Customer signs its first Order Form and continues until every Order Form has expired or been terminated.

8.2 **Subscription Term and renewal.** Each Order Form begins and ends as stated in that Order Form. An Order Form renews automatically only if it says so.

8.3 **Termination for convenience.** A Party may terminate an Order Form for convenience only if that Order Form allows it, and only on the terms it states.

8.4 **Termination for breach.** Either Party may terminate this Agreement, or any affected Order Form, on written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice describing it.

8.5 **Effect of termination.** When an Order Form ends, Customer's right to access and use the Service under it ends, and accrued but unpaid fees under it remain due. When this Agreement ends, WarmPath will return or delete Customer Data as set out in Section 4.7. Sections 2.3, 3 (as to accrued fees), 4.7, 4.8, 5, 6, 7.2, 7.3, 9, 10, and 11 survive, together with any Order Form terms that state they survive.

9. Limitation of Liability

9.1 **Liability cap.** EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER ALL ORDER FORMS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.2 **Excluded damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 **Exceptions.** The limits in Sections 9.1 and 9.2 do not apply to (a) Customer's breach of Section 2.3 (Restrictions) or any infringement or misappropriation of WarmPath's intellectual property, (b) Customer's indemnification obligations under Section 10.1, (c) either Party's fraud or willful misconduct, (d) liability that cannot be limited under applicable law, or (e) Customer's obligation to pay fees.

9.4 **Failure of essential purpose.** The limitations in this Section 9 apply regardless of the theory of liability and even if any limited remedy fails of its essential purpose.

10. Indemnification

10.1 **Customer indemnity.** Customer will defend, indemnify, and hold harmless WarmPath, its affiliates, and their respective members, managers, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to (i) Customer's violation of applicable law or any third-party platform terms of service; (ii) Customer's or its personnel's use of Third-Party Platforms or Customer-controlled accounts, including account-level compliance, excluding the operation of any WarmPath component as designed, provided, and directed by WarmPath; (iii) Customer's submission of PHI or Restricted Data in breach of Section 4.8; or (iv) Customer's breach of Section 4.8(a).

10.2 **WarmPath indemnity.** WarmPath will defend, indemnify, and hold harmless Customer, its affiliates, and their respective officers, directors, employees, and agents from and against any

third-party claim that the Service infringes or misappropriates that third party's intellectual property rights, and will pay the damages and costs finally awarded or agreed in settlement, subject to Sections 9 and 10.4.

10.3 **Process.** The Party seeking indemnification will (a) promptly notify the indemnifying Party of any claim subject to indemnification, (b) give the indemnifying Party sole control of the defense and settlement of the claim (provided that the indemnifying Party will not settle any claim that imposes any non-monetary obligation on the indemnified Party without the indemnified Party's prior written consent), and (c) provide reasonable cooperation in the defense at the indemnifying Party's expense.

10.4 **Infringement exclusions and remedies.** WarmPath has no obligation under Section 10.2 for any claim to the extent it arises from (a) Customer Data or other materials provided by Customer, (b) the combination of the Service with any product, service, data, or process not provided by WarmPath, where the claim would not have arisen without that combination, (c) any modification of the Service not made by WarmPath, (d) use of the Service in breach of this Agreement, or after WarmPath has notified Customer to stop using the affected part of the Service because of a possible claim, or (e) any third-party product, data, or service that is not part of the Service. If the Service is, or in WarmPath's reasonable opinion is likely to become, the subject of an infringement claim, WarmPath may, at its option and expense, (i) obtain the right for Customer to continue using the Service, (ii) modify or replace the Service so that it is non-infringing while providing materially similar functionality, or (iii) if neither (i) nor (ii) is commercially reasonable, terminate the affected Order Form on written notice and refund any fees Customer prepaid for the period after the termination date. Section 10.2 and this Section 10.4 state WarmPath's entire liability, and Customer's exclusive remedy, for any claim of infringement or misappropriation.

11. General

11.1 **Governing law and venue.** This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws rules. The exclusive venue for any dispute arising out of or relating to this Agreement is the state or federal courts located in Pinellas County, Florida, and each Party consents to the personal jurisdiction of those courts.

11.2 **Entire agreement.** This Agreement is the entire agreement between the Parties on its subject matter and supersedes all prior or contemporaneous agreements, communications, or understandings, whether written or oral. Any terms on a Customer purchase order or similar document have no effect.

11.3 **Amendment.** Except as stated in Section 1.5, this Agreement may be amended only by a written document signed by both Parties, except where this Agreement allows a change by email.

11.4 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement without consent to a

successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets.

11.5 **Notices.** Notices must be in writing and sent by email to the notice addresses in the Order Form, with confirmation of delivery. A notice is effective when received.

11.6 **Independent contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

11.7 **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be modified to the minimum extent needed to make it enforceable while preserving its intent.

11.8 **Waiver.** A waiver of any breach is not a waiver of any other or subsequent breach. Waivers must be in writing and signed by the waiving Party.

11.9 **Force majeure.** Neither Party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control.

11.10 **Counterparts and electronic signatures.** Order Forms may be signed in counterparts, including by electronic signature, each of which is an original and all of which together form one agreement.