EXHIBIT A
Taiyō.AI Inc. – Standard Terms and Conditions (Platform)

This Privacy Policy explains how Taiyō.AI collects, uses, shares, and protects personal and organizational data when you use our platform and related services.

1.1 <u>Third Party Services and Modifications</u>. The Platform may include features or functionality that interoperate with online services operated by third parties (such services, "<u>Third Party Services</u>"), pursuant to agreements between Company and the operators of such Third Party Services (such agreements, "<u>Third Party Agreements</u>" and such operators, "<u>Operators</u>") or through application programming interfaces or other means of interoperability made generally available by the Operators ("<u>Third Party APIs</u>") which Company does not control. Customer is responsible for ensuring that Customer's use of the Platform in connection with Third Party Services complies with all policies, terms and rules applicable thereto.

1.2 <u>Control</u>. Customer acknowledges and agrees that Company has no obligation to monitor or edit the Customer Data, and that as between the parties Customer is solely responsible for the Customer Data, including the accuracy and completeness of Customer Data. Company reserves the right to remove any Customer Data which Company becomes aware may violate the terms of this Agreement or infringe, misappropriate or violate any third party Intellectual Property Right or privacy right.

1.3 <u>Customer Data</u>. As between the parties, Customer shall own all right, title and interest in and to Customer Data. Customer hereby grants Company a royalty-free, non-exclusive, perpetual, irrevocable, worldwide license to view, collect, use, reproduce, modify, create derivative works of, display, perform and transmit the Customer Data (i) in connection with Company's operation of the Platform or performance of the Services for Customer hereunder, (ii) to develop, enhance, and improve the Company's Platform or Services, including through the use of automatic or machine learning and for other development, diagnostic and corrective purposes in connection with the Services and (iii) subject to Customer's selection to make such data "public" within the Platform, to validate, analyze, aggregate and integrate such Customer Data with the existing data on the Platform. To the extent that Customer elects to make any of the Customer Data "public," Company may disclose such Customer Data and related data to its other customers and third parties, provided that Company does not disclose or provide any data or information that would enable any such customers or third parties to associate the data with Customer or its users, to identify Customer or its End Users as a source of any such data, or to use such data to identify or derive a list of Customer's suppliers or other Customer Data. Company will use commercially reasonable security measures to prevent unauthorized access to the Customer Data.

2. CONFIDENTIALITY.

2.1 <u>Definition</u>. "<u>Confidential Information</u>" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Confidential Information of Company will include without limitation the Platform and any related documentation.

2.2 <u>Non-Use and Non-Disclosure</u>. Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party with a need to know. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

2.3 <u>Maintenance of Confidentiality</u>. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees and contractors who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any

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copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

2.4   Required Disclosure. Neither party shall be in breach of this Section 10 for any disclosure of the other party's Confidential Information that such party is required by law or legal process to make, provided that the party subject to such requirement   gives the other party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

2.5   Return of Materials. Upon the termination of this Agreement, each party shall return to the other party, or destroy, all of such other party's Confidential Information that such party may have in its possession or control.

3.   LIMITATION OF LIABILITY.   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS WILL NOT BE LIABLE (I) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR (II) FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR PROFITS, IN EACH CASE (I) AND (II), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. IN NO EVENT WILL COMPANY AND ITS LICENSOR'S LIABILITY AND DAMAGES UNDER THIS AGREEMENT EXCEED THE SUM OF THE TOTAL FEES PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE PARTIES AGREE THAT THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION 11 WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY. The provisions of this Section 11 allocate risks under this Agreement between Customer and Company, and Customer acknowledges that the fees payable hereunder reflect this allocation of risks and limitation of liability.