

Pictograph Enterprise Self-Hosted License Terms

Version 2026-10-02

These Pictograph Enterprise Self-Hosted License Terms (these "**Terms**") are the license terms for Pictograph Enterprise Self-Hosted, the single-tenant edition of the Pictograph computer vision platform that runs entirely inside a customer's own cloud environment. They are between Pictograph LLC, an Oregon limited liability company ("**Pictograph**"), and the organization that obtains a license to the Software ("**Customer**"). In short: Customer's license is perpetual; Customer owns all of its data and everything it creates with the Software, including trained models; the Software never reports back to Pictograph; and Pictograph's obligations and liability are limited because the Software runs in an environment Customer controls.

1. SCOPE AND HOW THESE TERMS APPLY.

(a) **Who these Terms cover.** Customer usually obtains its license through an Authorized Reseller, under an agreement between Customer and the Authorized Reseller that incorporates these Terms. Customer may also obtain a license directly from Pictograph under an Order signed by Pictograph. Either way, these Terms are the terms of Customer's license to the Software and govern the relationship between Customer and Pictograph regarding the Software.

(b) **When these Terms apply.** These Terms apply to Customer when they are incorporated into Customer's agreement with an Authorized Reseller, when Customer signs an Order that references them, or when Customer first installs or uses the Software, whichever occurs first.

(c) **Commercial terms.** Pricing, payment, services, service levels, support, and other commercial terms between Customer and an Authorized Reseller are set by their agreement, to which Pictograph is not a party. That agreement does not create obligations or liability for Pictograph, and it cannot expand Customer's license beyond these Terms.

(d) **Hosted service excluded.** These Terms do not govern Pictograph's hosted service at pictograph.io and app.pictograph.io, which has its own Terms of Service and Privacy Policy. Those documents do not apply to the Software or to any deployment of it. The Pictograph Enterprise Self-Hosted Privacy Notice describes how the Software handles data.

2. DEFINITIONS.

(a) "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party, where control means ownership of more than 50% of the voting interests.

(b) "**Authorized Reseller**" means a company that Pictograph has authorized in writing to resell licenses to the Software.

- (c) "**Authorized Users**" means the employees and individual contractors of Customer and its Affiliates whom Customer permits to use the Software on Customer's behalf.
- (d) "**Cloud Environment**" means the cloud account(s) or project(s) on the Cloud Platform that Customer controls (directly or through its Authorized Reseller on Customer's behalf), designated in the Order or under Section 8, into which the Software is deployed.
- (e) "**Cloud Platform**" means the cloud provider identified in the Order, such as Google Cloud Platform.
- (f) "**Configuration**" has the meaning given in Section 6(a).
- (g) "**Customer Data**" means all data, content, and materials that Customer or its Authorized Users upload to, create in, or process with the Software, including images, video, datasets, annotations, labels, classes, metadata, prompts, and comments.
- (h) "**Documentation**" means the deployment, configuration, and usage documentation for the Software that Pictograph or an Authorized Reseller delivers to Customer.
- (i) "**Implementation**" means a single production deployment of the Software in the Cloud Environment, together with the non-production instances permitted by Section 3(b).
- (j) "**Modifications**" means modifications, enhancements, bug fixes, and derivative works of the Software, in whole or in part, other than Configuration.
- (k) "**Order**" means the order form, statement of work, or other ordering document under which Customer obtains its license to the Software, whether with an Authorized Reseller or with Pictograph, that identifies Customer, the Cloud Platform, and the Cloud Environment.
- (l) "**Outputs**" means everything the Software produces from Customer Data or at Customer's direction, including annotations, labels, exports, trained model weights and model files in any format, evaluation results and metrics, and generated or edited images. Outputs do not include the Software itself or any Third-Party Component.
- (m) "**Release**" means a version of the Software as delivered, including its container images, deployment bundle (for example, deployment scripts, service configuration files, and database migrations), Documentation, and Third-Party Notices.
- (n) "**Software**" means Pictograph Enterprise Self-Hosted in each Release delivered to Customer, including the Documentation and any Modifications delivered for Customer's Implementation. The Software does not include Pictograph's hosted service or any Third-Party Component.
- (o) "**Third-Party Components**" means software, machine learning models, model weights, and other materials owned by third parties that are distributed with the Software under their own license terms.
- (p) "**Third-Party Notices**" means the notices file delivered with each Release that identifies the Third-Party Components in that Release and their license terms.

3. LICENSE.

(a) **Grant.** Subject to these Terms and to payment of the license fee for the Implementation to the Authorized Reseller or to Pictograph, Pictograph grants Customer a perpetual, non-exclusive, non-sublicensable license, transferable only as permitted by Section 19, to install, run, and use the Software in the Cloud Environment for Customer's internal business purposes, and to permit Authorized Users to access and use it from any location, subject to Section 20.

(b) **Copies and instances.** Customer may make the copies of the Software reasonably necessary to deploy, operate, back up, and recover the Implementation, and may run reasonable non-production instances of the Implementation (for example, development, staging, testing, and failover or disaster recovery instances) within the Cloud Environment at no additional fee.

(c) **No usage limits and no usage fees.** The license has no limits on the number of Authorized Users, organizations or workspaces, images, datasets, storage, models, training runs, inference volume, or compute, and none of these is metered by or payable to Pictograph. Charges from Customer's cloud provider for the resources the Software uses are Customer's. Additional license fees apply only to additional Implementations under Section 8(c).

(d) **Internal business purposes.** Customer's internal business purposes include annotating data and building, training, evaluating, and deploying models that Customer uses in its own operations, products, and services, including services Customer offers to its own customers. They do not include giving third parties access to the Software itself, which Section 7 addresses.

(e) **Authorized Users and service providers.** Customer is responsible for its Authorized Users' use of the Software and their compliance with these Terms. Customer's Authorized Reseller, and other contractors acting on Customer's behalf, may host, operate, and administer the Implementation for Customer, subject to these Terms.

4. A PERPETUAL LICENSE.

(a) **No end date.** The license in Section 3 has no expiration date. It continues after any statement of work, services engagement, support arrangement, or other agreement between Customer and its Authorized Reseller ends, and after any relationship between the Authorized Reseller and Pictograph ends. It ends only as stated in Section 18.

(b) **No kill switch.** The Software contains no license key, activation step, expiration date, usage meter, check-in requirement, or mechanism that allows Pictograph or anyone else to disable, degrade, or remotely control it, and Pictograph will not include any such mechanism in any Release.

5. UPDATES, SUPPORT, AND SERVICES.

(a) **Not included in the license.** Pictograph has no obligation under these Terms to provide updates, upgrades, patches, new versions, maintenance, or technical support for the Software.

(b) **Who provides services.** Support, maintenance, updates, and other services for the Implementation are provided by Customer's Authorized Reseller under its agreement with

Customer, or by Pictograph only under a separate written agreement signed by Pictograph.

(c) **Releases.** Each Release made available to Customer is Software licensed to Customer under these Terms, in the version that governs Customer's license under Section 23.

(d) **Customer's choice.** Customer is never required to install a Release, and may continue to use any Release it has received for as long as its license continues.

6. CONFIGURATION AND MODIFICATIONS.

(a) **Configuration is always permitted.** Customer, its Authorized Users, and contractors acting on its behalf may operate, administer, and configure the Software and the Cloud Environment, including by: deploying Releases with the delivered deployment bundle; setting and changing configuration values, environment variables, and service settings within the options the Documentation describes; choosing sizing, scaling, and regions; managing identity and access, networking, firewalls, private connectivity, and service perimeters; configuring identity providers, single sign-on, and multi-factor authentication; managing encryption, including customer-managed encryption keys; configuring backups, disaster recovery, monitoring, logging, and alerting; and connecting other systems through the Software's documented interfaces, such as its APIs, SDK, command-line interface, webhooks, and export formats (together, "**Configuration**"). Configuration is not a Modification.

(b) **Modifications.** Modifications of the Software may be made only by Pictograph or by an Authorized Reseller under its agreement with Pictograph. Modifications delivered for Customer's Implementation are part of the Software licensed to Customer.

(c) **Customer's own integration code.** Code that Customer writes that communicates with the Software only through its documented interfaces, and that does not incorporate, modify, or derive from the Software, belongs to Customer and is not a Modification.

7. RESTRICTIONS.

Except as expressly permitted by these Terms, or by applicable law despite this limitation, Customer will not, and will not permit anyone else to:

(a) modify or create derivative works of the Software, other than Configuration and other than through Pictograph or an Authorized Reseller under Section 6(b);

(b) reverse engineer, decompile, or disassemble the Software, except to the extent applicable law permits despite this limitation;

(c) distribute, sell, rent, lease, lend, sublicense, or otherwise provide the Software to any third party, except as permitted by Section 19;

(d) use the Software to provide a hosted, managed, time-sharing, or service-bureau service that gives third parties access to the Software (using Outputs in Customer's own products and services is permitted by Sections 3(d) and 9);

- (e) use the Software to develop a product or service that competes with the Software or the Pictograph platform;
- (f) remove, alter, or obscure any proprietary notice, license notice, or Third-Party Notice in the Software; or
- (g) copy, extract, or use the Software or any of its components, including its source code, container images, deployment packages, or other deployment artifacts, outside the Cloud Environment, except backup and disaster recovery copies kept in accounts or projects on the same Cloud Platform that Customer controls and uses for no other purpose.

These restrictions apply to the Software. They do not apply to Customer Data or Outputs.

8. CLOUD ENVIRONMENT.

- (a) **Designation.** The Order designates the Cloud Environment. Customer may change regions and resources within the Cloud Environment at any time without notice.
- (b) **Replacement Cloud Environment.** Customer may move its Implementation to a replacement Cloud Environment on the same Cloud Platform, for example after a reorganization of its cloud accounts or projects, by giving written notice to its Authorized Reseller or to Pictograph that identifies the replacement. The replacement becomes the designated Cloud Environment when the notice is given. Both the prior and replacement production instances may run during a transition period of up to 90 days, after which Customer will decommission the prior production instance.
- (c) **Additional Implementations.** An additional production deployment, or a deployment on a different Cloud Platform, requires an additional Order and license fee.

9. CUSTOMER DATA AND OUTPUTS.

- (a) **Customer owns them.** As between Customer and Pictograph, Customer owns all right, title, and interest in and to its Customer Data and Outputs. Pictograph receives no right, title, license, or interest in any Customer Data or Outputs under these Terms.
- (b) **Use without restriction.** Customer may use, copy, modify, export, deploy, distribute, commercialize, and otherwise exploit its Outputs for any purpose, in any environment, including outside the Cloud Environment and on other platforms, at any time, including after its license ends for any reason. Exported models may be run outside the Software, including with Pictograph's open-source software development kit, which is licensed separately under its own open-source license.
- (c) **Pretrained components.** Some trained models are fine-tuned from openly licensed pretrained models, such as those listed in Appendix A. The licenses of those pretrained models may require notices that travel with model weights derived from them, and Customer is responsible for complying with those requirements.

(d) **Outputs are Customer's responsibility.** Machine-generated annotations, models, predictions, and images may be inaccurate or incomplete. Customer is responsible for reviewing Outputs and for its use of and reliance on them.

10. NO ACCESS TO CUSTOMER DATA AND NO TELEMETRY.

(a) **Nothing reports back.** The Software runs entirely within the Cloud Environment. It does not transmit Customer Data, Outputs, usage information, analytics, diagnostics, crash reports, or any other telemetry to Pictograph or to any system Pictograph operates, and it does not check with Pictograph for updates or to validate its license.

(b) **Access only as Customer grants it.** Pictograph has no standing access to the Cloud Environment or to Customer Data. Pictograph personnel access the Cloud Environment only when Customer, or its Authorized Reseller acting for Customer, grants access to perform implementation or other services Customer has requested. That access is through Customer's own access controls, is limited to what the requested work requires, may be revoked by Customer at any time, and is used only for that work. Pictograph will not copy Customer Data out of the Cloud Environment except as Customer directs in writing.

(c) **Pictograph is not a processor.** Customer is the controller of all personal data within its Implementation. Pictograph does not host, store, or process Customer Data and is not a controller, processor, or subprocessor of Customer Data.

(d) **Connections Customer configures.** Features that connect to services outside the Cloud Environment, such as an external identity provider, an email delivery provider, outbound webhooks, or other integrations, operate only when Customer configures them, and send data only to destinations Customer chooses.

11. CUSTOMER RESPONSIBILITIES.

Customer is responsible for: its Cloud Environment and all cloud provider fees; the security configuration of the Software and the Cloud Environment, including identity and access management, network and perimeter controls, and encryption keys; data storage, residency, retention, backup, and disaster recovery; monitoring and incident response for its environment; the availability, performance, sizing, and scaling of its Implementation; compliance with the laws that apply to its Customer Data and to its use of the Software and Outputs, including providing any notices and obtaining any consents and rights required for the images and people depicted in Customer Data and under privacy and biometric laws; and its Authorized Users' compliance with these Terms.

12. THIRD-PARTY COMPONENTS.

(a) **Their own licenses.** The Software includes Third-Party Components, which are licensed under their own terms as identified in the Third-Party Notices delivered with each Release. Appendix A summarizes them. Those terms govern Customer's use of each Third-Party Component, and nothing in these Terms limits any right Customer has under an open-source license.

(b) **The SAM License.** The Software's AI-assisted annotation features include the Segment Anything Model 3 (SAM 3) materials of Meta Platforms, which are distributed under Meta's SAM License, a copy of which is delivered with each Release. Customer agrees to the SAM License for those materials. Among other things, the SAM License prohibits using, or permitting others to use, the SAM materials for activities subject to the International Traffic in Arms Regulations or for end uses prohibited by trade controls, including those related to military or warfare purposes, nuclear industries or applications, espionage, or the development or use of guns or illegal weapons; requires compliance with trade controls and with privacy and data protection laws; and requires acknowledgment of the SAM materials in published research that uses them.

(c) **Cloud provider services.** The Software uses services of Customer's Cloud Platform, such as its managed database, storage, compute, and AI services. Customer uses those services under its own agreements with its cloud provider, and Pictograph does not provide them.

13. CONFIDENTIALITY.

(a) **Pictograph's confidential information.** The Software's source code, object code, container images, deployment packages and configurations, the Documentation, and Pictograph's non-public technical and security information are Pictograph's confidential information. Customer will hold them in confidence, use them only as permitted by its license, and disclose them only to its personnel, Affiliates, and contractors (including its Authorized Reseller) who need access to operate the Implementation and who are bound by confidentiality obligations at least as protective as this section.

(b) **Customer's confidential information.** Customer Data, Outputs, and any non-public information about Customer's systems, security, environment, or business that Pictograph receives or observes, including during any implementation or support access, are Customer's confidential information. Pictograph will use them only to perform the work Customer requested, protect them with at least reasonable care, disclose them only to its personnel and contractors who need to know them for that work and who are bound by confidentiality obligations at least as protective as this section, and return or destroy them on Customer's request or when the work ends.

(c) **Exclusions.** Confidential information does not include information that is or becomes public without breach of these Terms, was known to the recipient without restriction before receipt, is received from a third party without breach of any confidentiality obligation, or is independently developed without use of the other party's confidential information. Customer Data remains Customer's confidential information in all cases.

(d) **Compelled disclosure.** A recipient may disclose confidential information to the extent required by law or court order, after giving the other party prompt notice where legally permitted and reasonable cooperation in seeking protective treatment.

(e) **Duration.** Customer's obligations under subsection (a) continue for as long as Customer holds any copy of the Software and, for trade secrets, for as long as they remain trade secrets.

Pictograph's obligations under subsection (b) continue for five years after Pictograph last receives the information and, for Customer Data and trade secrets, for as long as they remain confidential.

14. OWNERSHIP.

The Software is licensed, not sold. Pictograph and its licensors retain all right, title, and interest in and to the Software, the Documentation, and the Pictograph platform, including all Modifications by whomever made, and no rights are granted to Customer by implication or otherwise except as expressly stated in these Terms. Customer retains all right, title, and interest in and to its Customer Data, Outputs, Configuration settings, and its own integration code under Section 6(c).

15. FEEDBACK.

If Customer gives Pictograph suggestions or feedback about the Software, Pictograph may use them without restriction or obligation. Feedback does not include Customer Data, Outputs, or Customer's confidential information.

16. WARRANTIES AND DISCLAIMER.

(a) **No direct warranties.** When Customer obtains the Software through an Authorized Reseller, the Software is provided to Customer by the Authorized Reseller. Pictograph makes no warranty, express or implied, directly to Customer, and any warranty, service-level, support, or other remedy available to Customer runs solely against the Authorized Reseller under its agreement with Customer, or against Pictograph only under a separate written agreement signed by Pictograph.

(b) **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, THE DOCUMENTATION, AND ANY OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PICTOGRAPH DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PICTOGRAPH DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT OUTPUTS WILL BE ACCURATE, OR ANYTHING REGARDING ANY CLOUD PLATFORM OR OTHER THIRD-PARTY PRODUCT OR SERVICE.

17. LIMITATION OF LIABILITY.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, PICTOGRAPH HAS NO LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THE SOFTWARE OR ITS USE, AND IN ANY

EVENT PICTOGRAPH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THESE TERMS OR THE SOFTWARE WILL NOT EXCEED THE AMOUNTS PICTOGRAPH ACTUALLY RECEIVED FOR THE IMPLEMENTATION GIVING RISE TO THE CLAIM.

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER'S TOTAL AGGREGATE LIABILITY TO PICTOGRAPH ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PICTOGRAPH ACTUALLY RECEIVED FOR THE IMPLEMENTATION GIVING RISE TO THE CLAIM.

(d) SUBSECTIONS (a) AND (c) DO NOT APPLY TO CUSTOMER'S BREACH OF SECTION 7 OR SECTION 13(a), OR TO CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF PICTOGRAPH'S INTELLECTUAL PROPERTY. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY EVEN IF A LIMITED OR EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. TERM AND TERMINATION.

(a) **Perpetual.** The license continues perpetually and may be terminated only as stated in this section.

(b) **Termination for breach.** Pictograph may terminate the license by written notice if Customer materially breaches Section 3, 7, 12(b), 13(a), or 20 and does not cure the breach within 30 days after receiving written notice that describes it.

(c) **Refund.** The license ends if the license fee for the Implementation is refunded under the warranty or intellectual property remedy that applies to the Implementation.

(d) **Effect.** When the license ends, Customer will stop using the Software and, within 30 days, delete or destroy all copies of it, including its container images and deployment packages, and will confirm this in writing on request. Customer keeps all of its Customer Data and Outputs, may use that 30-day period to export them, and keeps its rights under Section 9.

(e) **Survival.** Sections 9, 10(c), 11, 13, 14, 15, 16(b), 17, 18(d), 18(e), and 19 through 25 survive the end of the license.

19. ASSIGNMENT.

(a) **By Customer.** Customer may not assign or transfer its license or these Terms, except that Customer may assign them in their entirety, without Pictograph's consent, to a successor in a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assets or equity of Customer or of the business unit that uses the Software, if: (i) the successor agrees in writing to be bound by these Terms; (ii) Customer gives written notice to Pictograph or its Authorized Reseller within 30 days after the assignment; and (iii) the successor does not develop or sell a product or service that competes with the Software or the Pictograph platform.

(b) **By Pictograph.** Pictograph may assign these Terms in their entirety to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets or equity, if the successor agrees in writing to be bound by them. Customer's license continues after any such assignment.

(c) **Other attempts.** Any other attempted assignment or transfer is void.

20. EXPORT CONTROLS AND SANCTIONS.

Customer will comply with all applicable export control and economic sanctions laws, including those of the United States. Customer will not deploy, use, export, re-export, or permit access to the Software in any country or region subject to comprehensive United States sanctions, by any person on a United States restricted-party list, or for any end use prohibited by those laws. Customer represents that it is not such a person and is not owned or controlled by one.

21. U.S. GOVERNMENT END USERS.

The Software and Documentation are "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. 2.101, 12.212, and 227.7202. A U.S. Government end user obtains only the rights stated in these Terms.

22. AUTHORIZED RESELLERS; THIRD-PARTY BENEFICIARY.

(a) **Resellers are independent.** An Authorized Reseller is an independent company and not Pictograph's agent. It cannot make any representation, warranty, or commitment on Pictograph's behalf or change these Terms.

(b) **Pictograph's right to enforce.** When Customer obtains its license through an Authorized Reseller, Pictograph is an intended third-party beneficiary of these Terms as incorporated into Customer's agreement with the Authorized Reseller, with the right to enforce them directly against Customer.

(c) **If a reseller relationship ends.** If an Authorized Reseller stops providing services to Customer, or its relationship with Pictograph ends, Customer's license continues under Section 4, and Customer may obtain services from another Authorized Reseller or from Pictograph.

23. VERSIONS OF THESE TERMS.

(a) **Versioned.** These Terms are identified by version. This is Version 2026-10-02.

(b) **Pinned to the Order.** The version of these Terms in effect on the date of Customer's Order, or the version the Order identifies, governs Customer's license for its entire duration, including every Release Customer later receives.

(c) **New versions.** Pictograph may publish new versions of these Terms for future licenses. A new version applies to an existing license only if Customer agrees to it in a writing signed by Customer. Installing a Release or continuing to use the Software is not agreement to a new version.

(d) **Prior versions.** Pictograph will keep each version of these Terms available, including as a downloadable copy at pictograph.io/terms/self-hosted, and will provide any version on request.

24. GOVERNING LAW AND FORUM.

The laws of the state of Oregon govern these Terms, without giving effect to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any action or proceeding arising out of or relating to these Terms must be brought exclusively in the state courts located in Washington County, Oregon, or the United States District Court for the District of Oregon, and each party consents to the exclusive jurisdiction and venue of those courts, except that either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information. The prevailing party in any such action is entitled to recover its reasonable attorneys' fees and costs.

25. GENERAL.

(a) **Entire agreement.** These Terms, the Order, and the Third-Party Notices are the entire agreement between Customer and Pictograph regarding the Software license and supersede all prior and contemporaneous understandings on that subject. A written agreement signed by both Customer and Pictograph controls over these Terms where they conflict. On the matters these Terms address, these Terms control over any conflicting term of an Order or of Customer's agreement with an Authorized Reseller, as between Customer and Pictograph.

(b) **Amendments and waivers.** No amendment to these Terms is effective unless it is in writing and signed by both Customer and Pictograph. No waiver is effective unless it is in writing and signed by the waiving party, and no waiver of one breach waives any other.

(c) **Severability.** If any provision of these Terms is held unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions remain in effect.

(d) **Notices.** Notices to Pictograph must be sent by email to support@pictograph.io, with a copy to Customer's Authorized Reseller where there is one. Notices to Customer may be sent to the contact identified in the Order. An email notice is received on the day it is sent if no delivery-failure message is received, or on the next business day if sent after 5:00 p.m. in the recipient's time zone or on a non-business day.

(e) **Force majeure.** Neither party is liable for a delay or failure to perform caused by an event beyond its reasonable control, such as fire, flood, war, terrorism, epidemic, governmental action, or the failure of utilities, internet service, or a cloud provider. This does not excuse payment obligations.

(f) **Relationship.** The parties are independent contractors. These Terms create no partnership, joint venture, agency, or employment relationship, and confer no rights on any person other than Customer, Pictograph, and, under Section 22, Pictograph as third-party beneficiary.

(g) **Interpretation.** Headings are for convenience only. "Including" means including without limitation.

APPENDIX A: THIRD-PARTY COMPONENTS.

The principal Third-Party Components in current Releases are listed below. The Third-Party Notices delivered with each Release are the authoritative list for that Release, and they control if this summary differs.

- **Segment Anything Model 3 (SAM 3)**, Meta Platforms: SAM License (November 19, 2025). Used for AI-assisted annotation. See Section 12(b).
- **SigLIP 2** (google/siglip2-so400m-patch14-384), Google: Apache License 2.0. Used for image embeddings, similarity search, and auto-tagging.
- **Depth Anything 3** (DA3METRIC-LARGE): Apache License 2.0. Used for depth maps.
- **RF-DETR**, Roboflow, including its DINOv2 backbone: Apache License 2.0. Used for detection, segmentation, and keypoint model training.
- **YOLOX**, Megvii: Apache License 2.0. Used for detection model training.
- **segmentation-models-pytorch**: MIT License. Used for semantic segmentation model training.
- **PyTorch and torchvision**: BSD-style licenses. Used for model training and classification; pretrained weights are subject to the terms their providers publish.
- **ONNX Runtime**, Microsoft: MIT License. Used for model inference.