

TERMS OF SERVICE

MaviNovo, LLC | Version 1.0 | Effective Date: January 1, 2026

Please read these Terms carefully before using the MaviNovo AI Platform. By accessing or using the Platform, you agree to be bound by these Terms.

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between MaviNovo, LLC ("MaviNovo," "we," "our," or "us") and the entity or individual ("Client" or "you") accessing or using the MaviNovo AI platform, products, and services (collectively, the "Platform"). If you are accessing the Platform on behalf of a company or other legal entity, you represent that you have authority to bind that entity to these Terms.

If you do not agree to these Terms, do not access or use the Platform.

2. The Platform

MaviNovo provides an enterprise AI infrastructure platform built on the proprietary MN2 Framework, including workflow automation tools, AI-powered assistants (including but not limited to the Inbox Assistant, HR Assistant, Sales Assistant, RFP Assistant, and EDI Assistant), fractional AI consulting services, and related professional services as described in an applicable Order Form or Statement of Work ("SOW").

The specific services, pricing, subscription term, and technical specifications applicable to your engagement are set forth in the Order Form or SOW executed between the parties, which is incorporated into these Terms by reference.

3. Accounts and Access

3.1 Account Registration

To access the Platform, you must create an account and provide accurate, complete information. You are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account. Notify MaviNovo immediately at team@mavinovoai.com if you suspect unauthorized access.

3.2 Authorized Users

Your subscription grants access to the number of authorized users specified in your Order Form. You may not share login credentials across users or allow unauthorized parties to access the Platform. You are responsible for your authorized users' compliance with these Terms.

3.3 Account Restrictions

You agree not to:

- Use automated scripts or bots to access the Platform in a way that disrupts service
- Attempt to reverse engineer, decompile, or extract the source code of the Platform or the MN2 Framework
- Circumvent any access controls, authentication mechanisms, or security features

- Use the Platform for any unlawful purpose or in violation of these Terms

4. Subscriptions, Fees, and Payment

4.1 Fees

Fees for the Platform are set forth in the applicable Order Form. Unless otherwise stated, fees are billed in advance on a monthly or annual basis. All fees are quoted in U.S. dollars and are non-refundable except as expressly stated in these Terms or the Order Form.

4.2 Payment

You authorize MaviNovo to charge the payment method on file for all applicable fees. If a payment fails, MaviNovo may suspend access to the Platform after providing 10 days' written notice, and may terminate the agreement after 30 days of non-payment.

4.3 Taxes

Fees do not include taxes, levies, or duties imposed by taxing authorities. You are responsible for all applicable taxes associated with your use of the Platform, excluding taxes on MaviNovo's income.

4.4 Price Changes

MaviNovo may adjust subscription pricing at renewal with at least 60 days' prior written notice. Continued use of the Platform after the renewal date constitutes acceptance of the updated pricing.

5. Intellectual Property

5.1 MaviNovo IP

MaviNovo retains all right, title, and interest in and to the Platform, the MN2 Framework, all underlying technology, documentation, and any improvements or derivative works thereof. These Terms do not grant you any ownership interest in the Platform. "MaviNovo," "MaviNovo AI," "MN2," and associated logos are trademarks of MaviNovo, LLC.

5.2 Client Data

You retain all right, title, and interest in and to the data, content, and materials you submit to the Platform ("Client Data"). By submitting Client Data, you grant MaviNovo a limited, non-exclusive license to process Client Data solely to deliver the contracted services. MaviNovo does not use Client Data to train AI or machine learning models and does not claim any ownership over Client Data.

5.3 Feedback

If you provide suggestions, ideas, or feedback about the Platform, MaviNovo may use such feedback without restriction or compensation to you. You hereby assign to MaviNovo all right, title, and interest in any such feedback.

6. Confidentiality

Each party ("Receiving Party") agrees to keep confidential the non-public, proprietary information of the other party ("Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential ("Confidential Information"). Each party agrees to: (a) use Confidential Information only to fulfill its obligations or exercise its rights under these Terms; (b) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information, and no less than reasonable care; and (c) not disclose Confidential Information to any third party without prior written consent, except to employees or contractors with a need to know who are bound by equivalent confidentiality obligations.

Confidential Information does not include information that: is or becomes publicly known through no breach of these Terms; was rightfully known to the Receiving Party before disclosure; is independently developed without use of Confidential Information; or is required to be disclosed by law, provided the Receiving Party gives reasonable advance notice to the Disclosing Party.

7. Data Privacy and Security

MaviNovo's collection and use of personal data in connection with the Platform is governed by the MaviNovo Privacy Policy, available at www.mavinovoai.com/legal, which is incorporated into these Terms by reference.

For enterprise Clients whose use of the Platform involves the processing of personal data on their behalf, a Data Processing Agreement (DPA) is available upon request and will be incorporated into the parties' agreement. MaviNovo implements technical and organizational security measures as described in the DPA and Privacy Policy, including the audit logging, minimal-dependency architecture, and deployment flexibility features of the MN2 Framework.

8. Warranties and Disclaimers

8.1 MaviNovo Warranties

MaviNovo warrants that: (a) the Platform will perform materially in accordance with applicable documentation during the subscription term; (b) MaviNovo will implement reasonable security measures to protect Client Data; and (c) MaviNovo has the authority to enter into and perform under these Terms.

8.2 Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAVINOVO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MAVINOVO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT AI-GENERATED OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE. CLIENT IS RESPONSIBLE FOR VALIDATING AI-GENERATED OUTPUTS BEFORE RELYING ON THEM FOR BUSINESS DECISIONS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PLATFORM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MAVINOVO'S TOTAL CUMULATIVE LIABILITY TO CLIENT ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO MAVINOVO IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

The limitations in this Section do not apply to: (a) either party's indemnification obligations; (b) damages arising from a party's gross negligence or willful misconduct; or (c) a party's breach of its confidentiality obligations.

10. Indemnification

Each party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, directors, employees, and agents from and against any third-party claims, damages, and expenses (including reasonable attorneys' fees) arising from: (a) the Indemnifying Party's breach of these Terms; (b) the Indemnifying Party's violation of applicable law; or (c) in the case of Client, Client Data or Client's use of the Platform in a manner not authorized by these Terms.

11. Term and Termination

11.1 Term

These Terms are effective as of the date you first access the Platform and continue until terminated. Subscriptions renew automatically at the end of each subscription term unless either party provides written notice of non-renewal at least 30 days before the renewal date.

11.2 Termination for Cause

Either party may terminate these Terms immediately upon written notice if the other party: (a) materially breaches these Terms and fails to cure such breach within 30 days of written notice; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings.

11.3 Effect of Termination

Upon termination: (a) all licenses granted to Client under these Terms immediately terminate; (b) Client must cease all use of the Platform; (c) MaviNovo will make Client Data available for export for 30 days, after which it will be deleted in accordance with the DPA and Privacy Policy; and (d) all fees accrued prior to termination remain due and payable. Sections 5, 6, 7, 8.2, 9, 10, 11.3, and 13 survive termination.

12. Service Levels and Support

MaviNovo will use commercially reasonable efforts to maintain Platform availability. Specific uptime commitments, support tiers, and response times, if applicable, are set forth in a separate Service Level Agreement (SLA) attached to the Order Form. In the absence of a separate SLA, MaviNovo will provide reasonable support during standard business hours.

13. General Provisions

13.1 Governing Law

These Terms are governed by the laws of the State of Michigan, without regard to conflict of law principles. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the state and federal courts located in Kent County, Michigan.

13.2 Dispute Resolution

Before initiating formal legal proceedings, the parties agree to attempt to resolve disputes through good-faith negotiation for at least 30 days. If resolution is not reached, either party may pursue available legal remedies.

13.3 Entire Agreement

These Terms, together with any Order Form, SOW, DPA, and SLA, constitute the entire agreement between the parties regarding the Platform and supersede all prior agreements, representations, and understandings. In the event of conflict, the Order Form takes precedence over these Terms for the subject matter of that Order Form.

13.4 Amendments

MaviNovo may update these Terms from time to time. For material changes, MaviNovo will provide at least 30 days' notice via email or in-Platform notification. Continued use of the Platform after the effective date of updated Terms constitutes acceptance. For Clients with active subscriptions under an Order Form, material changes to these Terms will not take effect until the next renewal date.

13.5 Assignment

Client may not assign these Terms or any rights hereunder without MaviNovo's prior written consent. MaviNovo may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee agrees to be bound by these Terms. Any attempted assignment in violation of this section is void.

13.6 Severability and Waiver

If any provision of these Terms is found to be unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force. A party's failure to enforce any provision of these Terms is not a waiver of its right to enforce that provision in the future.

13.7 Force Majeure

Neither party will be liable for delays or failures in performance resulting from causes beyond its reasonable control, including natural disasters, government actions, labor disputes, or internet or infrastructure outages, provided the affected party gives prompt written notice and uses reasonable efforts to resume performance.

13.8 Notices

Notices under these Terms must be in writing and delivered by email (with confirmation of receipt) or by certified mail to the addresses specified in the applicable Order Form. Notices to MaviNovo should be sent to [legal@mavinovoai.com].

14. Contact

Questions about these Terms may be directed to:

MaviNovo, LLC — Legal

Email: team@mavinovoai.com

Website: www.mavinovoai.com

Mailing Address: 6757 Cascade Rd SE, #143, Grand Rapids, MI 49546