

FOURIER-AI INNOVATIONS, LLC

TERMS OF SERVICE

Draft of July 18, 2026 — Effective Date: July 18, 2026

These Terms of Service (these "Terms") are a binding agreement between Fourier-AI Innovations, LLC, a Utah limited liability company ("Fourier-AI," "we," "us," or "our"), and the person or entity accessing or using our websites, web applications, software, and related services (collectively, the "Service"), located at fourier-ai.com and any associated subdomains or successor sites.

BY CLICKING "I AGREE," CREATING AN ACCOUNT, OR ACCESSING OR USING THE SERVICE, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. If you do not agree to these Terms, do not access or use the Service.

If you are accessing or using the Service on behalf of a company, university, laboratory, government agency, or other entity, you represent and warrant that you have authority to bind that entity to these Terms, and "you" and "your" refer to that entity and any individual acting on its behalf.

1. Definitions

- "Academic User" means a current student, faculty member, staff member, post-doctorate of a degree-granting institution or government research center using the Service solely for non-commercial academic research.
- "Account" means the individual user account created to access the Service.
- "Fourier-AI Parties" means Fourier-AI and its members, managers, officers, employees, agents, licensors, and suppliers.
- "Output" means the processed data, denoised spectra, visualizations (including binary residual maps), analysis results, and other materials generated by the Service from your User Data.
- "Subscription Period" means the then-current term of your paid subscription (annual, or such other period as stated at purchase).
- "User Data" means the data files, spectra, and other content you upload to, input into, or otherwise provide to the Service.

2. The Service

The Service provides web-based software tools for the Fourier analysis, denoising, and visualization of spectroscopic and other scientific data, including X-ray photoelectron spectroscopy (XPS) data. Features and functionality vary by subscription tier. We may add, modify, or discontinue features of the Service from time to time; if we discontinue the Service entirely during a paid Subscription Period (other than a termination for cause), we will refund the prorated unused portion of prepaid fees, which is your exclusive remedy for such discontinuation.

We are continuously improving the Service, and we reserve the right to modify, update, or replace the algorithms, computational methods, features, functionality, and appearance of the Service at any time at our discretion, including to correct errors we discover and to implement more efficient or improved

methods. As a result, the Service may produce different Output from the same User Data at different times, and results you obtain in the future may not exactly match results you obtained in the past. If reproducibility of a particular result matters to your work, you are responsible for retaining the Output you relied on and recording the date of your analysis.

3. Eligibility; Accounts

You must be at least 18 years old and able to form a binding contract to use the Service. You agree to provide accurate, current, and complete information when creating an Account, to keep it updated, to maintain the confidentiality of your login credentials, and to notify us promptly at **support@fourier-ai.com** of any unauthorized use of your Account. You are responsible for all activity under your Account.

Each Account is for a single named individual. You may not share Account credentials, permit any other person to use your Account, or use another person's Account. Each Account may be signed in on only one device at a time.

Academic-rate subscriptions are available only to Academic Users. We may require reasonable proof of eligibility. If you subscribe at an academic rate without qualifying, or your eligibility ends, we may convert your Account to the applicable commercial rate for the remainder of the then-current Subscription Period on notice to you.

4. Subscriptions, Fees, and Payment

Access to the full Service requires a paid subscription. Current tiers, features, and pricing are stated on our website at the time of purchase. Fees are stated in U.S. dollars and are exclusive of taxes; you are responsible for applicable sales, use, VAT, or similar taxes, other than taxes on our income.

By providing payment information, you authorize us and our payment processor (currently Stripe) to charge the payment method on file for all amounts due under these Terms. Payment card details are collected and stored by our payment processor, not by us. The processor's handling of your payment information is governed by its own terms and privacy policy.

AUTOMATIC RENEWAL: UNLESS YOU CANCEL BEFORE THE END OF YOUR THEN-CURRENT SUBSCRIPTION PERIOD, YOUR SUBSCRIPTION AUTOMATICALLY RENEWS FOR SUCCESSIVE PERIODS OF THE SAME LENGTH, AND THE PAYMENT METHOD ON FILE WILL BE CHARGED THE THEN-CURRENT PRICE AT THE START OF EACH RENEWAL PERIOD. We will send a reminder before each annual renewal charge and advance notice of any price increase applicable to your renewal. You may cancel at any time through your Account settings, effective at the end of the then-current Subscription Period.

REFUNDS: Except as required by law, fees are non-refundable; first-time subscribers may request a full refund within 14 days of initial purchase, no strings attached.

5. License Grant

Subject to your compliance with these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription Period to access and use the Service for your internal research, analysis, and business purposes. The Service is licensed, not sold. All rights not expressly granted are reserved.

6. Restrictions

Except as expressly permitted by these Terms or by applicable law notwithstanding this restriction, you will not, and will not permit or assist any third party to:

- copy, modify, translate, or create derivative works of the Service or any part of it;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying algorithms, filter functions, models, or non-public methods of the Service;
- rent, lease, lend, sell, resell, sublicense, distribute, or otherwise make the Service available to any third party, including by sharing credentials or operating the Service as a service bureau or to process data on behalf of third parties;
- circumvent or attempt to circumvent usage limits, tier restrictions, session limits, or security or technological protection measures, or probe, scan, or test the vulnerability of the Service or related systems;
- access the Service by automated means (scripts, bots, scrapers, or crawlers) or systematically extract data, content, or Output from the Service;
- use the Service to develop, train, or improve a competing product or service, or publish benchmark or comparative performance results of the Service without our prior written consent
- remove or obscure proprietary notices;
- upload or process data or content that you lack the right to process or that is unlawful or contains malicious code;
- interfere with or disrupt the integrity, performance, or operation of the Service; or
- use the Service in violation of applicable law.

7. Your Data

You retain ownership of your User Data. You grant Fourier-AI a worldwide, non-exclusive, royalty-free license to host, store, process, transmit, reproduce, and display your User Data solely as necessary to provide, operate, maintain, and improve the Service, enforce these Terms, and comply with applicable law. Any use of User Data to improve the Service will be limited to de-identified, aggregated data.

You represent that you have all necessary rights to upload your User Data and that doing so does not violate any law, contract, or third-party right.

You are responsible for maintaining your own backups. Following account termination, we will delete your User Data within ninety (90) days, except for routine backups, information we are required to retain by law, and de-identified, aggregated data.

8. Output; Scientific Responsibility

As between you and Fourier-AI, you own the Output derived from your User Data and may use it for any lawful purpose. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND FITNESS OF ANY OUTPUT BEFORE RELYING ON IT, including before using Output in any research publication, regulatory submission, safety-related application, commercial deliverable, or research conclusion. Output may contain errors, inaccuracies, or artifacts and must be independently verified by qualified personnel. The Service is a data-analysis aid; it does not replace independent scientific judgment, validation, or peer review.

9. Intellectual Property; Feedback

The Service, including all software, algorithms, models, filter functions, visualizations, documentation, text, and trademarks (including "Fourier-AI" and "Binary Residual Map"), and all intellectual property rights in them, are and remain the exclusive property of Fourier-AI and its licensors. Certain technology in the Service is the subject of pending patent applications. Except for the limited license in Section 5, nothing in these Terms grants you any right, title, or interest in the Service, and no patent license is granted by implication.

If you provide suggestions, ideas, or feedback about the Service, you grant us a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use that feedback for any purpose without obligation to you.

If you believe content on the Service infringes your copyright, contact us at legal@fourier-ai.com with the information required by 17 U.S.C. § 512(c)(3).

10. Privacy; Communications

Our collection and use of personal information is described in our Privacy Policy, which is incorporated into these Terms by reference.

We will send you transactional and administrative communications (such as billing notices, renewal reminders, security alerts, and Service updates) as needed to operate the Service; these are not marketing and you may not opt out of them while you maintain an Account. If you have opted in to marketing communications, you may withdraw consent at any time via the unsubscribe link in any marketing email or your Account settings.

11. Third-Party Services

The Service relies on third-party services, including authentication (Google Firebase) and payment processing (Stripe). Those services are governed by their own terms and privacy policies, and we are not responsible for their acts or omissions. Links to third-party websites are provided for convenience only.

12. Disclaimer of Warranties

THE SERVICE AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FOURIER-AI PARTIES DISCLAIM ALL

WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED, SECURE, OR ERROR-FREE OPERATION. WE DO NOT WARRANT THAT ANY OUTPUT IS ACCURATE, COMPLETE, OR FIT FOR ANY SCIENTIFIC, REGULATORY, OR COMMERCIAL PURPOSE — YOU MUST INDEPENDENTLY VERIFY OUTPUT BEFORE RELYING ON IT. STATEMENTS ON OUR WEBSITE OR IN OUR MATERIALS ARE NOT WARRANTIES, AND WE MAKE NO UPTIME OR AVAILABILITY COMMITMENT UNLESS SEPARATELY AGREED IN WRITING.

Some jurisdictions do not allow the exclusion of implied warranties, so some exclusions above may not apply to you. See Section 16 (Consumers).

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NO FOURIER-AI PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, RESEARCH OR PUBLICATION DELAYS, OR THE COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE TOTAL AGGREGATE LIABILITY OF THE FOURIER-AI PARTIES ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNTS YOU PAID TO FOURIER-AI FOR THE SERVICE IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100).

These limitations apply regardless of the theory of liability, apply in the aggregate to all claims, and apply even if a limited remedy fails of its essential purpose. They reflect a reasonable allocation of risk that forms an essential basis of the bargain, and the fees reflect that allocation. Nothing in these Terms excludes liability that cannot be excluded under applicable law, including liability for fraud or for death or personal injury caused by negligence.

14. Indemnification

You will defend, indemnify, and hold harmless the Fourier-AI Parties from and against any third-party claims, and resulting damages, liabilities, costs, and expenses (including reasonable attorneys' fees), arising out of or relating to: (a) your User Data, including any claim that it infringes or violates a third party's rights; (b) your use of the Service in violation of these Terms or applicable law; (c) your publication or distribution of, or reliance on, Output; or (d) use of the Service through your Account by any person, whether or not authorized by you.

We will give you prompt written notice of any such claim and reasonable cooperation at your expense, and you will control the defense, provided you may not settle any claim in a manner that imposes any obligation on, or admits fault by, any Fourier-AI Party without our prior written consent. We may participate in the defense with our own counsel at our own expense. This Section does not apply to consumers where prohibited by applicable law.

15. Term; Suspension; Termination

These Terms apply from your first use of the Service and continue while you use it. You may terminate at any time by cancelling your subscription and ceasing use; cancellation is effective at the end of the then-current Subscription Period.

We may suspend or terminate your access immediately if you materially breach these Terms (including credential sharing, violations of Section 6, or nonpayment), if your use poses a security or legal risk, or if required by law. If we suspend for suspected breach, we will investigate promptly and restore access if the concern is resolved. We may also terminate for convenience on thirty (30) days' notice, in which case we will refund the prorated unused portion of prepaid fees, which is your exclusive remedy for such termination. No refund is owed on termination for cause.

Upon termination: your license ends and you will cease using the Service; unpaid fees become due; and we will delete User Data per Section 7. Sections 6 through 9 and 12 through 20 survive termination.

16. Consumers (EU/UK and Other Jurisdictions)

If you are a consumer (an individual acting outside your trade, business, or profession) in the European Union, United Kingdom, or another jurisdiction with non-waivable consumer protections, nothing in these Terms limits or excludes rights or remedies you have under mandatory local law, and to the extent of any conflict, that law prevails.

17. Export Compliance

The Service and its underlying software may be subject to U.S. export control and economic sanctions laws. You represent that you are not located in a country or territory subject to comprehensive U.S. sanctions and are not on any U.S. government restricted-party list, and you agree not to access, use, export, or re-export the Service in violation of those laws. We may restrict access from certain countries as needed to comply with law.

18. Modifications to these Terms

We may update these Terms from time to time. If we make material changes, we will provide notice. Changes apply prospectively, and your continued use after the effective date constitutes acceptance. If a change is material and adverse to you, you may cancel before it takes effect and receive a prorated refund of prepaid fees for the remainder of your Subscription Period.

19. Governing Law; Dispute Resolution

These Terms and any dispute arising out of or relating to them or the Service are governed by the laws of the State of Utah, without regard to conflict-of-laws rules, except that mandatory consumer law of your country of residence may also apply if you are a consumer. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

The state and federal courts located in Utah County, Utah will have exclusive jurisdiction over any dispute, and each party consents to venue and personal jurisdiction there and waives objections based on inconvenient forum.

20. General

These Terms, together with the Privacy Policy and any order or checkout page, are the entire agreement between you and Fourier-AI regarding the Service and supersede all prior agreements on that subject. If any provision is held unenforceable, it will be modified to the minimum extent necessary and the remainder will remain in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our written consent; we may assign them in connection with a merger, acquisition, or sale of assets. Neither party is liable for delay or failure caused by events beyond its reasonable control. Notices to us must be sent to the contact below; notices to you may be sent to the email associated with your Account.

21. Contact

Fourier-AI Innovations, LLC
845 E 1080 N
Orem, Utah, 84097
legal@fourier-ai.com