ZIQARA PLATFORM USER AGREEMENT & CONFIDENTIALITY TERMS

Last Updated: February 1, 2026

This Ziqara Platform User Agreement & Confidentiality Terms (this **"Agreement"**) is a binding contract between:

- **Ziqara Founders / Provider** - Neel Manro and Nirav Rohra, together doing business as **"Ziqara"**, an artificial intelligence platform and related services including all associated tools, models, systems, and services accessible via Ziqara.com and any related domains, applications, or interfaces (collectively, **"Ziqara," "we," "us," or "our"**); and
- **Customer / User** - the individual or entity that creates an account on, accesses, or uses Ziqara in any manner (**"Customer," "you," or "your"**).

By **clicking "I Agree," creating an account, or accessing or using Ziqara**, you agree to be bound by this Agreement. If you do not agree, do not access or use Ziqara.

Each of Ziqara and Customer may be referred to individually as a **"Party"** and together as the **"Parties."**

1. PURPOSE & SCOPE

1.1 **Purpose.** Ziqara provides artificial intelligence tools and related services, which may include, without limitation:

- The Ziqara AI platform, models, and memory systems;
- A **Grant Writing Intelligence Tool** and related workflows, prompts, scoring, and matching systems;
- Dashboards, APIs, or other interfaces associated with Customer's Ziqara account;

(collectively, the **"Services"**). The Services are intended to support Customer's internal workflows, such as grant-related and knowledge workflows (the **"Purpose"**).

1.2 **Scope of Agreement.** This Agreement governs:

- Customer's access to and use of the Services; and
- The treatment of **Confidential Information** (as defined below) exchanged between the Parties in connection with the Services and the Purpose.

1.3 **Commercial Terms.** Any separate order form, proposal, or services agreement (each, an **"Order"**) that sets out pricing, platform license fees, AI usage charges, or service levels will

apply in addition to this Agreement. If there is a conflict between this Agreement and an Order, the Order will govern with respect to fees and commercial commitments, and this Agreement will govern with respect to confidentiality, intellectual property, acceptable use, and restrictions, unless expressly stated otherwise.

2. DEFINITIONS

2.1 **"Affiliate"** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party.

2.2 **"Ziqara Technology"** means all technologies, software, models, systems, processes, structures, designs, documentation, and know-how created, owned, or controlled by the Ziqara Founders relating to the Services, whether now existing or developed in the future, including any improvements or derivative works.

2.3 **"Client Data"** (also referred to as **"Customer Data"**) means any data, documents, PDFs, forms, grant opportunities, grant requirements, research content, financial data, internal reports, project descriptions, or other materials uploaded to, submitted to, or otherwise provided for use with the Services by or on behalf of Customer, including any data input into a Grant Writing Intelligence or Opportunity Finder tool.

2.4 **"AI Outputs"** means any outputs, responses, summaries, drafts, analyses, suggestions, rankings, scores, or other content generated by or through the Services in response to prompts, inputs, or Client Data.

2.5 **"Confidential Information"** means any and all non-public, proprietary, or confidential information disclosed by or on behalf of a Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**), whether disclosed verbally, visually, in writing, electronically, or in any other form, that is identified as confidential at the time of disclosure or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

Without limiting the foregoing:

- **Confidential Information of the Ziqara Founders** includes, without limitation:
  a. **Ziqara Technology**, including:
    - Algorithms, AI models (including LLM configurations), training techniques, tuning strategies, memory architectures, and knowledge graph or retrieval systems;
    - Prompt engineering methods, RAG (Retrieval-Augmented Generation) pipelines, embeddings logic, and ranking or scoring algorithms;
    - System architecture, schemas, APIs, SDKs, integration patterns, infrastructure design, security frameworks, and performance optimizations;
    - Source code, object code, scripts, configuration files, documentation, diagrams, and technical specifications.
      b. **Ziqara Business Information**, including:

  - ○ Product roadmaps, feature plans, research directions, market strategies, pricing, costs, revenue models, and sales strategies;
  - ○ Prospective and existing customer lists, user analytics, operational metrics, and vendor relationships.
    c. **Grant Writing & Opportunity Tools**, including:
  - ○ Grant-matching logic, templates, workflows, scoring and ranking algorithms, insight generation frameworks, and associated heuristics.
    d. **Feedback & Suggestions**, including:
  - ○ Any feedback, suggestions, or ideas provided by Customer regarding the Services or their features (collectively, **"Feedback"**).
- ● **Confidential Information of Customer** includes, without limitation:
  e. **Client Data / Customer Data**;
  f. **Customer Business Information**, including: business plans, operations, processes, strategies, internal procedures, financial information, customer lists, supplier relationships, and marketing strategies;
  g. **Personal Data**, including: any personally identifiable information (PII) or personal data of Customer's personnel, contractors, or customers.

2.6 **"Representative"** means, with respect to a Party, any director, officer, employee, contractor, advisor, or agent of that Party or its Affiliates who has a need to know Confidential Information for the Purpose and is under confidentiality obligations no less protective than those contained herein.

3. ACCOUNT ACCESS & USE RIGHTS

3.1 **Access Grant.** Subject to this Agreement and any applicable Order, Ziqara grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services solely:

- ● For the Purpose; and
- ● For Customer's internal business operations.

3.2 **Authorized Users.** Customer may permit its Authorized Users (employees and contractors under its control) to use the Services on Customer's behalf. Customer is responsible for:

- ● All activities occurring under Customer's accounts; and
- ● Ensuring its Authorized Users comply with this Agreement.

3.3 **General Use Restrictions.** Customer will not (and will not permit any third party to):

- ● Use the Services in violation of this Agreement, any applicable law, or any applicable grantor rules or integrity policies;
- ● Share login credentials with unauthorized persons or allow unauthorized access;
- ● Resell, sublicense, or otherwise make the Services available to third parties, except as expressly authorized in writing.

4. CONFIDENTIALITY OBLIGATIONS

4.1 **Use Limitation.** Receiving Party shall use Confidential Information solely for the Purpose and for no other purpose, including without limitation:

- Not to develop or train a competing product or service;
- Not to reverse engineer, replicate, or attempt to reconstruct Ziqara Technology or any tool's internal logic;
- Not to analyze model behavior for the purpose of circumventing, copying, or extracting proprietary model configurations or prompts.

4.2 **Non-Disclosure.** Receiving Party shall not disclose Confidential Information to any third party except to its Representatives who:

- Have a strict need to know the Confidential Information for the Purpose; and
- Are bound by written or statutory confidentiality obligations no less restrictive than those in this Agreement.

4.3 **Care Standard.** Receiving Party shall protect Confidential Information with at least the same degree of care it uses to protect its own similar confidential information, but in no event less than reasonable care.

4.4 **No Reverse Engineering / No Decompilation.** Receiving Party shall not, and shall not permit any third party to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, internal logic, or trade secrets of Ziqara Technology;
- Conduct security testing, penetration testing, scraping, automated high-volume queries, or other technical analysis of the Services beyond normal usage patterns, without Ziqara's express written consent;
- Attempt to discover or extract training data, hidden prompts, system prompts, or proprietary parameter configurations.

4.5 **Model Training Restriction.** Receiving Party shall not use Ziqara's Confidential Information, Ziqara Technology, or AI Outputs to train, fine-tune, improve, or benchmark any foundation model, LLM, or AI system intended to compete with or replicate the functionality of Ziqara or any Ziqara tool, except as expressly and separately agreed in writing.

5. EXCLUSIONS & PERMITTED DISCLOSURES

5.1 **Exclusions.** Confidential Information does not include information that Receiving Party can demonstrate:

- **Public Domain:** Is or becomes generally available to the public through no breach of this Agreement by Receiving Party;

- **Prior Knowledge:** Was lawfully known to Receiving Party, without restriction on use or disclosure, prior to disclosure by Disclosing Party;
- **Third-Party Source:** Is received lawfully by Receiving Party from a third party without restriction and without breach of any confidentiality obligation;
- **Independent Development:** Is independently developed by Receiving Party without use of or reference to Confidential Information, as evidenced by written records.

5.2 **Legal Requirement.** Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or valid court order, provided that:

- Receiving Party gives Disclosing Party prompt written notice (to the extent legally permissible) to allow Disclosing Party to seek protective or other court orders; and
- Receiving Party discloses only that portion of Confidential Information that is legally required and continues to treat such information as Confidential Information for all other purposes.

5.3 **Affiliates and Advisors.** Receiving Party may disclose Confidential Information to its Affiliates, legal counsel, and financial or technical advisors solely for the Purpose, provided such persons are subject to confidentiality obligations no less protective than those set forth herein.

6. INTELLECTUAL PROPERTY & DATA OWNERSHIP

6.1 **Ziqara Ownership.** As between the Parties, the Ziqara Founders retain all rights, title, and interest in and to:

- Ziqara Technology;
- All related software, models, architectures, documentation, and tools;
- Any specialized tools or modules (including Grant Writing Intelligence Tools, Opportunity Finders, knowledge graph systems, and related workflows); and
- Any enhancements, modifications, or derivative works made by or on behalf of the Ziqara Founders.

No rights are granted by implication, estoppel, or otherwise, except as expressly set forth in this Agreement or in a separate written agreement. Customer acquires no ownership interest in Ziqara Technology by virtue of this Agreement or any access provided under it.

6.2 **Customer Ownership of Client Data & Outputs.** As between the Parties, Customer retains all rights, title, and interest in and to:

- Client Data / Customer Data; and
- AI Outputs to the extent they incorporate or are based on Client Data and are used for Customer's internal business purposes, subject to the restrictions in this Agreement and any separate services agreement.

6.3 **Use of Client Data by Ziqara.**
Subject to the confidentiality obligations herein, the Ziqara Founders may:

- Process Client Data solely to provide, maintain, and improve the Services for Customer's use; and
- Use aggregated and/or anonymized statistics relating to usage (e.g., number of grants processed, average processing time, aggregate performance metrics) for analytics, benchmarking, and product improvement, provided such statistics do not identify Customer or reveal specific Confidential Information.

The Ziqara Founders shall not use identifiable Client Data to train public or third-party models that would be made generally available, except as expressly authorized by Customer in a separate written agreement.

6.4 **Feedback.** Any Feedback provided by Customer may be used by the Ziqara Founders to improve the Services and related offerings. Customer grants the Ziqara Founders a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and incorporate such Feedback into Ziqara Technology, without obligation of attribution or compensation, provided such use does not disclose Customer's Confidential Information except as permitted herein.

7. ACCEPTABLE USE & AI MISUSE

7.1 **Acceptable Use.** Customer agrees to use the Services and AI Outputs only for lawful purposes and in compliance with all applicable laws, regulations, and any grant program rules or integrity policies that apply to Customer's activities.

7.2 **Prohibited Uses.** Without limiting the foregoing, Customer shall not use the Services or AI Outputs to:

- Engage in fraud, misrepresentation, or deceptive practices in any grant application or related process;
- Violate any grantor's submission requirements, integrity policies, or eligibility rules;
- Generate or disseminate content that is knowingly false, malicious, or designed to unlawfully manipulate grant or funding outcomes;
- Attempt to bypass technical safeguards, access controls, or rate limits.

7.3 **Responsibility for Use.** Customer is solely responsible for:

- Reviewing and validating all content produced using the Services;
- Ensuring any submissions (including grant applications) remain truthful, accurate, and compliant with applicable standards;
- Obtaining any necessary approvals from Customer's own internal stakeholders.

8. MODEL TRAINING & BENCHMARKING RESTRICTIONS

8.1 **No Competing Model Training.** Customer shall not, directly or indirectly:

- Use Ziqara Technology, AI Outputs, or any Confidential Information of the Ziqara Founders as training data for any model or system intended to reproduce, compete with, or offer substantially similar functionality to the Services; or
- Build or assist third parties in building a system materially derived from or dependent on Ziqara's Confidential Information.

8.2 **No Adversarial Benchmarking.** Customer shall not systematically test, probe, or benchmark the Services for the primary purpose of:

- Developing or improving a competing AI product;
- Conducting comparative analysis that reveals confidential performance characteristics or design details of the Services; or
- Publishing or disclosing such analysis without prior written consent of the Ziqara Founders.

9. NON-SOLICITATION & NON-CIRCUMVENTION

9.1 **Non-Solicitation of Personnel.**
For a period of **twenty-four (24) months** from the date Customer first creates an account or otherwise accepts this Agreement, Customer shall not directly solicit for employment, or knowingly induce to leave the Ziqara Founders' service, any individual who is or was an employee or key contractor of the Ziqara Founders and with whom Customer had direct contact in connection with the Services, without the prior written consent of the Ziqara Founders. This does not restrict general solicitations not targeted at such individuals (e.g., general job postings).

9.2 **Non-Circumvention.**
Customer agrees not to circumvent the Ziqara Founders by directly engaging with key vendors, infrastructure partners, or strategic partners specifically introduced or identified by the Ziqara Founders in the context of deploying the Services for Customer, for the purpose of replicating or replacing the Services with materially similar services, without good-faith negotiation with the Ziqara Founders.

10. TERM AND TERMINATION

10.1 **Term.** This Agreement becomes effective when Customer first accesses the Services or clicks "I Agree" and continues until terminated as provided herein.

10.2 **Termination for Convenience.**
Either Party may terminate this Agreement (and any associated access to the Services) for any

reason upon thirty (30) days' prior written notice to the other Party, unless otherwise specified in an Order.

10.3 **Termination for Cause.**
Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within a reasonable cure period if one is given in writing.

10.4 **Survival.**
Notwithstanding termination or expiration:

- All obligations of confidentiality and non-use under this Agreement with respect to Confidential Information shall remain in effect for **five (5) years** from the date of each disclosure;
- With respect to trade secrets, obligations shall continue for so long as such information qualifies as a trade secret under applicable law;
- Sections relating to Intellectual Property, Acceptable Use, Model Training & Benchmarking, Non-Solicitation & Non-Circumvention, Remedies, Limitation of Liability, Governing Law, and Miscellaneous shall survive in accordance with their terms.

11. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

11.1 **Return/Destruction on Request.**
Upon the earlier of (a) Disclosing Party's written request or (b) termination of this Agreement, Receiving Party shall promptly:

- Cease all use of Confidential Information; and
- Either return or destroy all tangible and electronic copies of Confidential Information in its possession or control, including copies shared with its Representatives, except as provided below.

11.2 **Backup & Archival Copies.**
Receiving Party may retain copies of Confidential Information:

- As required by law, regulation, or internal compliance policies; and/or
- In routine computer backup archives, provided such retained copies remain subject to the confidentiality obligations herein and are not accessed except as required by law.

Upon request, Receiving Party shall certify in writing its compliance with this Section 11.

12. NO WARRANTY; LIMITATION OF LIABILITY

12.1 **No Warranty.**
ALL CONFIDENTIAL INFORMATION AND ANY ACCESS TO THE SERVICES (INCLUDING ANY DEMONSTRATIONS OR BETA FEATURES) ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE.

12.2 **AI Outputs.**
AI Outputs are probabilistic and may contain inaccuracies or omissions. Customer remains solely responsible for:

- Reviewing and verifying all AI Outputs, including any grant proposals or related content;
- Ensuring compliance with applicable laws, regulations, grant requirements, and ethical standards;
- Making final decisions based on Customer's own judgment and professional advisors.

12.3 **Limitation of Liability.**
TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
- THE TOTAL AGGREGATE LIABILITY OF THE ZIQARA FOUNDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ZIQARA FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Nothing in this Agreement limits liability that cannot be limited under applicable law.

13. NO OBLIGATION TO PROCEED

13.1 **No Business Obligation.**
Nothing in this Agreement:

- Obligates either Party to proceed with any transaction, agreement, or expanded business relationship; or
- Grants any exclusivity unless expressly agreed in a separate written agreement.

13.2 **Separate Agreements.**

Any production or commercial use of the Services by Customer, including paid plans, SLAs, or dedicated infrastructure, shall be governed by one or more separate written agreements or Orders executed by the Parties.

14. ASSIGNMENT

14.1 **Assignment by Ziqara.**

Ziqara may assign or transfer this Agreement, in whole or in part, to an affiliated entity, successor, acquirer, or entity controlling, controlled by, or under common control with the Ziqara Founders, without the prior consent of Customer, provided that such entity assumes all obligations hereunder.

14.2 **Assignment by Customer.**

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the Ziqara Founders, except in connection with a merger, acquisition, or sale of substantially all of Customer's assets, provided the successor is not a direct competitor to Ziqara.

14.3 **Binding Effect.**

Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

15. GOVERNING LAW AND JURISDICTION

15.1 **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**, without regard to its conflict of law principles.

15.2 **Jurisdiction.**

The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in **Dallas County, Texas**, and each Party hereby submits to the personal jurisdiction and venue of such courts.

16. MISCELLANEOUS

16.1 **Entire Agreement.**
This Agreement, together with any applicable Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether written or oral, relating thereto.

16.2 **Amendments.**
Any amendment or modification of this Agreement must be in writing and signed or electronically accepted by authorized representatives of both Parties.

16.3 **Severability.**
If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

16.4 **Waiver.**
No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any other right.

16.5 **Electronic Acceptance.**
The Parties agree that acceptance of this Agreement by electronic means (including "I Agree" buttons, checkboxes, or similar mecehanisms) constitutes execution and delivery of this Agreement and shall have the same force and effect as a handwritten signature.

16.6 **Relationship of the Parties.**
The Parties are independent contractors. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, or employment relationship between the Parties.