

WildRein AI

Software License and Subscription Agreement

Version 1.0 • Effective August 2026

1. Parties and Acceptance

This Software License and Subscription Agreement ("Agreement") is entered into between WildRein AI ("WildRein," "we," "us," or "our"), a Texas business located in Porter, Texas, and the individual or company purchasing or using a WildRein product license ("Customer," "you," or "your").

By purchasing a license, creating an account, checking the box to accept this Agreement at checkout, or using any WildRein product, you agree to be bound by this Agreement. If you do not agree, do not purchase or use any WildRein product.

2. Products Covered

This Agreement governs your use of WildRein's software products, including TakeoffAI, Markup AI, Production Tracker AI, and any other products WildRein makes available (each a "Product" and collectively the "Products"). Each Product is licensed separately. A license to one Product does not include any other Product.

3. License Grant

Subject to your compliance with this Agreement and payment of applicable fees, WildRein grants you a limited, non-exclusive, non-transferable, revocable license to install and use the applicable Product(s), solely for your own internal business purposes.

3.1 Per-Seat Licensing

Each license is issued on a per-seat basis. A "seat" corresponds to one individual user, identified by a single email address, and is registered to one specific computer. A seat may not be shared among multiple individuals, and may not be used from more than one device. WildRein may enforce this restriction technically (for example, by rejecting a license check from an unregistered device) and reserves the right to deactivate a seat used in violation of this section.

3.2 Number of Seats

The number of seats licensed to you is set out in your order or account records. Additional seats may be purchased at WildRein's then-current pricing.

4. Trial Period and Automatic Renewal

PLEASE READ THIS SECTION CAREFULLY. It describes how billing works, including automatic renewal.

4.1 Trial Period

New licenses begin with a seven (7) day trial period starting on the date the license is created. During the trial period, you may use the licensed Product(s) subject to this Agreement.

4.2 Automatic Renewal

Unless canceled before the end of the trial period, your license will automatically convert to a paid subscription and will be billed at WildRein's then-current price for the Product(s) and seat count on your

account. After the initial conversion, your subscription will automatically renew every thirty (30) days, and your payment method on file will be charged the applicable renewal fee at the start of each renewal period, unless you cancel before the renewal date.

4.3 Cancellation

You may cancel your subscription at any time before a renewal date to avoid being charged for the next period. Cancellation may be completed online through your WildRein account or by contacting WildRein directly, using a method no more difficult than the method used to sign up. Canceling stops future renewals; it does not refund amounts already charged for the current period unless otherwise required by law.

4.4 Price Changes

WildRein will provide at least a 7-day advance notice before any increase to your renewal price takes effect.

5. Fees and Payment

You agree to pay all fees associated with your license(s) as described at the time of purchase. Fees are processed through WildRein's third-party payment processor. You authorize WildRein to charge your payment method on file for the trial conversion, each renewal, and any additional seats or products you add.

6. Data and Privacy

WildRein does not store the drawings, files, or project data you submit for processing. Data you provide is used solely to generate your requested output and is returned to you; it is not retained by WildRein after processing beyond what is technically necessary to deliver your results and is not used to train models or shared with third parties.

7. AI-Generated Output; No Warranty of Accuracy

Products use artificial intelligence to analyze drawings and generate estimates, markups, or reports. AI-generated output may contain errors or omissions.

You acknowledge that all output generated by a Product is a tool intended to assist, not replace, professional review. As with any estimating or takeoff method, whether performed by AI or by a human, all quantities, scope determinations, and other output should be independently verified by a qualified professional before being relied upon for bidding, purchasing, or construction decisions. WildRein makes no warranty, express or implied, that any Product's output is complete, accurate, or free of errors.

8. Intellectual Property; Restrictions

WildRein and its licensors retain all right, title, and interest in and to the Products, including all underlying software, prompts, models, and processing logic, whether such logic resides on your device or on WildRein's servers. You may not, and may not permit any third party to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, prompts, or underlying logic of any Product;
- Copy, modify, or create derivative works of any Product;
- Sell, rent, lease, sublicense, or otherwise transfer any Product or license to a third party;
- Circumvent or attempt to circumvent any licensing, seat, or device restriction.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WILDREIN BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PRODUCTS, OR THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF WILDREIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WILDREIN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, REGARDLESS OF THE NUMBER OF CLAIMS OR THE THEORY OF LIABILITY ASSERTED, WILL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO WILDREIN UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE SOFTWARE AND RELATED SERVICES LICENSED OR PROVIDED SOLELY FOR COMMERCIAL AND BUSINESS PURPOSES, ARE NOT ACQUIRED FOR PERSONAL, FAMILY, OR HOUSEHOLD USE, AND ARE NOT "GOODS" WITHIN THE MEANING OF SECTION 17.45(1) OF THE TEXAS BUSINESS AND COMMERCE CODE. THE CUSTOMER FURTHER ACKNOWLEDGES THAT IT IS ACQUIRING THE PRODUCTS SOLELY IN CONNECTION WITH THE OPERATION OF ITS BUSINESS. NOTHING IN THIS SECTION IS INTENDED TO CONSTITUTE A WAIVER OF ANY RIGHT OR REMEDY UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT THAT CANNOT LAWFULLY BE WAIVED OR LIMITED BY AGREEMENT.

10. Termination

WildRein may suspend or terminate your license if you violate this Agreement, including any seat-sharing or device restriction violation, or fail to pay applicable fees. You may terminate your subscription at any time as described in Section 4.3. Upon termination, your right to use the applicable Product(s) ends immediately.

11. Disclaimer of Warranties

EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND ALL RELATED SOFTWARE, SERVICES, FEATURES, FUNCTIONALITY, AND OUTPUTS ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WILDREIN EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WILDREIN DOES NOT WARRANT THAT THE PRODUCTS OR ANY OUTPUT GENERATED BY THE PRODUCTS WILL BE ACCURATE, COMPLETE, ERROR-FREE, UNINTERRUPTED, SECURE, OR SUITABLE FOR ANY PARTICULAR PURPOSE OR APPLICATION, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. CUSTOMER

ACKNOWLEDGES THAT THE PRODUCTS MAY PRODUCE INACCURATE OR INCOMPLETE RESULTS AND THAT CUSTOMER IS RESPONSIBLE FOR REVIEWING AND VERIFYING THE ACCURACY AND SUITABILITY OF ALL OUTPUTS BEFORE RELYING UPON OR USING THEM.

12. Governing Law and Venue

This Agreement is governed by the laws of the State of Texas, without regard to its conflict-of-laws principles. Any dispute arising out of this Agreement shall be brought exclusively in the state or federal courts located in Montgomery County, Texas, and you consent to the personal jurisdiction of such courts.

13. General Provisions

13.1 Entire Agreement

This Agreement constitutes the entire agreement between you and WildRein regarding its subject matter and supersedes all prior agreements or understandings, whether written or oral.

13.2 Severability

If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full force and effect.

13.3 Assignment

You may not assign this Agreement without WildRein's prior written consent. WildRein may assign this Agreement in connection with a merger, acquisition, or sale of assets.

13.4 Amendments

WildRein may unilaterally amend this Agreement from time to time. Material changes will be communicated to you, and continued use of a Product after changes take effect constitutes acceptance of the updated Agreement.

13.5 Contact

Questions about this Agreement may be directed to WildRein AI through wildrein.ai.