

TERMS OF SERVICE

These Terms of Service ("Agreement") govern your access to and use of the services provided by Plauti USA Inc., a Delaware corporation ("Plauti," "Provider," "we," or "us"). By clicking "I Agree," completing an order, or accessing the Services, you ("Customer") agree to be bound by these Terms on behalf of yourself or the entity you represent.

1. **Definitions.**

(a) **"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) **"Authorized User"** means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services whether under a paid subscription, Free Tier, or Trial.

(c) **"Business Hours"** means Provider's usual business hours (CET) on Working Days.

(d) **"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) **"Data Processing Agreement"** means the Agreement attached hereto as Exhibit A.

(f) **"Documentation"** means Provider's user manuals, handbooks, and guides relating to the Services available at <https://www.plauti.com/support>.

(g) **"Error"** means a substantial failure of the Services to meet the functional or technical specifications expressly made known by Provider in writing (or, if the Services include customizations, the specifications expressly agreed in writing), provided that an Error exists only if it is demonstrable and reproducible.

(h) **"Provider IP"** means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(i) **"Services"** means the software-as-a-service products, features, and related support services made available by Provider to Customer, as specified in the Order

Confirmation (for paid subscribers) or as made available under a Free Tier or Trial (as defined herein), including access to the applicable software platform and Documentation.

(j) **“Working Days”** means Monday through Friday, excluding U.S. federal holidays and Dutch national holidays.

(k) **“Order Confirmation”** means the written or electronic document, quote, checkout confirmation, or order summary issued by Provider to Customer specifying the applicable Services, Fees, billing period, Usage Limits, and any other commercial terms. Each Order Confirmation is incorporated into and governed by this Agreement.

(l) **“Effective Date”** means the date on which Customer accepts this Agreement by clicking "I Agree," completing a checkout, or first accessing the Services, whichever occurs earliest.

(m) **“Free Tier”** means the limited, no-cost version of the Services made available by Provider to Customer at Provider's discretion, without an Order Confirmation or payment obligation.

(n) **“Trial”** means a time-limited, no-cost period of access to the Services commencing on the trial start date as communicated by Provider. At the end of the Trial period, Customer must either subscribe via an Order Confirmation or will automatically revert to the Free Tier. Provider reserves the right to terminate Trial access at any time.

2. **Access and Use.**

(a) **Provision of Access.** Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, and where applicable payment of Fees as specified in the Order Confirmation, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. Provider may use third-party contractors to provide the Services, as well as support, training, and other services, provided Provider will remain responsible for the acts and omissions of its contractors described above. Provider reserves the right to make changes to the Services from time to time, subject to prior written notice to Customer in the event of a change to the Service that has a material adverse impact on Customer's use of the Service and will work in good faith with Customer to attempt to mitigate such impact.

(b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) bypass or breach any security protocol, security requirement, metering system, or other protection of the Service, or otherwise work around any technical limitation; or (vi) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) as a result of Customer's failure to pay undisputed amounts when due and after Provider provides written notice and a reasonable opportunity to cure (any such suspension described in subclause (i), (ii), or (iii), or under Section 4(g), a "**Service Suspension**"). This subclause (iii) applies solely to paid subscribers and does not apply to Free Tier or Trial users. Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile

Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(g) Free Tier and Trial Access. Access to the Services under a Free Tier or Trial is granted at Provider's sole discretion and may be modified, limited, or discontinued by Provider at any time without notice. Free Tier and Trial users are subject to all terms of this Agreement except those that apply solely to paid subscribers, including without limitation payment obligations under Section 5. Provider makes no uptime, support, or service level commitments to Free Tier or Trial users except as specified in an Order Confirmation.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. Authorized Users will be provided with passwords, login credentials, and shall keep such materials and tools confidential. Customer is responsible for ensuring that its systems and infrastructure used in connection with the Services satisfy and continue to satisfy Provider's minimum requirements (as communicated by Provider from time to time), which may vary depending on whether Customer accesses the Services under a paid subscription, Free Tier, or Trial and for providing adequate maintenance of such systems and infrastructure. Customer is responsible for all activity occurring under the passwords, login credentials, and account administration tools issued to Authorized Users. Customer must ensure the systems and any applications to be accessed by Provider in performing the Services are accessible, available, maintained and updated in order to support the Services, and shall provide ready access to all appropriate computing platforms, software, documentation, training material, premises and personnel necessary for Provider's performance of the Services throughout the duration of the Agreement. Customer shall adequately secure its systems and infrastructure and maintain active antivirus software protection at all times.

(b) Customer Materials. Customer shall supply information requested by Provider as reasonably necessary to perform the Services contemplated under this Agreement ("**Customer Materials**"). Customer hereby grants to Provider the right and limited license to use such Customer Materials solely as necessary to provide Services.

Customer shall be solely responsible for the accuracy, quality, integrity, completeness, non-infringement, legality, reliability, and appropriateness of the Customer Materials and all Customer-approved information contained therein. To the extent that any Customer Materials include personal information, the processing of the same by Provider shall be subject to the provisions of the Data Processing Agreement.

4. **Service Levels; Support; Changes.**

(a) **Service Levels.** Customer acknowledges that Provider does not guarantee that the Services will function without restrictions, interruptions, defects, or malfunctions at all times.

(b) **Support.** Provider will handle properly substantiated support requests within a reasonable time in accordance with its usual procedures. Support entitlements, including response times and service level commitments, are specified in the Order Confirmation. Provider may set reasonable conditions regarding the qualifications and number of persons eligible for support. Support services shall be performed on Working Days during Business Hours. Provider does not guarantee the accuracy, completeness, or timeliness of replies or support offered. Free Tier and Trial users are entitled to community and documentation support only, unless otherwise specified in an Order Confirmation.

(c) **Error Report.** Customer shall report any Errors in reasonable detail. Following receipt of such report, Provider shall use reasonable efforts to correct Errors and/or implement improvements in later versions in accordance with its usual procedures and version/release policy, and Provider may implement temporary solutions, workarounds, or problem-avoiding limitations. Customer shall reasonably cooperate with maintenance activities, including temporarily ceasing use of the Services if reasonably requested and making backups of its data. Customer remains responsible for its own operation, configuration, parameterization and tuning and for the use of results arising from operating the Services.

(d) **New Versions.** From the time a new version of the Services can be made available, Provider may cease fixing Errors in, and providing maintenance and support for, prior versions. Provider may incorporate functionality from a prior version in unaltered form, but does not guarantee that each new version includes the same functionality, and Provider is not obliged to maintain, modify, or add features specifically for Customer. Provider may require Customer to modify its systems if necessary for proper functioning of a new version.

(e) **Additional Services.** If, at Customer's request (or with Customer's prior written consent), Provider performs any services, supplies, deliverables, or other work that is outside the scope of the Services and support expressly included in this Agreement and the applicable Order Confirmation (collectively, "Additional Services"), Customer shall pay Provider for such Additional Services in accordance with the rates and fees set forth in the Order Confirmation or, if no such rates or fees are specified, Provider's then-current standard rates as communicated to Customer in writing. Provider is not obligated to perform any Additional Services and may require that the Parties enter into a separate

written statement of work, change order, or other written agreement before performing any Additional Services.

(f) Fixed-Fee Services; Financial Consequences of Changes. If the Fees for the Services (or any portion of the Services) are agreed on a fixed-fee basis, then, upon Customer's written request, Provider shall provide Customer with a written estimate of the reasonably anticipated fees and expenses associated with the Additional Services referenced in Section 4(e). Any such estimate is non-binding and for informational purposes only. Provider will have no obligation to commence any Additional Services unless and until the Parties agree in writing on the applicable scope and fees.

(g) Usage Limits; Excess Usage. To the extent the Order Confirmation specifies a fixed or maximum number of units or other usage-based limits applicable to the Services (including users, records, credits, minutes, or similar units) (the "Usage Limits"), Customer is responsible for monitoring its usage and requesting an upgrade before exceeding the applicable Usage Limits. If Customer exceeds any Usage Limits, Provider may charge Customer for such excess usage in accordance with the rates set forth in the Order Confirmation or, if no such rates are specified, Provider's then-current standard rates as communicated to Customer in writing. If Customer exceeds the applicable Usage Limits by more than ten percent (10%), Provider may, upon written notice to Customer, suspend access to the Services until Customer has purchased an upgrade or otherwise reduced usage to within the applicable Usage Limits. Any suspension under this Section 4(g) will constitute a Service Suspension for purposes of Section 2(e).

(h) No Waiver. Provider's failure to enforce this Section 4 in any instance will not constitute a waiver of Provider's right to enforce this Section 4 or any other provision of this Agreement.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in the Order Confirmation without offset or deduction within thirty (30) calendar days after Customer's receipt of an invoice. Customer shall make all payments hereunder in US dollars on or before the due date set forth in an invoice. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Provider reserves the right to adjust Fees at each Renewal Term, provided, however, that Provider will provide Customer with at least sixty (60) days' advance written notice via email to the address associated with Customer's account. To the extent that the Fees change and Customer does not agree to the new Fees, Customer will have the right to terminate this Agreement effective at the end of the then-current Term by providing written notice of non-renewal within thirty (30) days after the notice of the Fees change.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Free Tier and Trial. No Fees are payable by Customer for access to the Services under a Free Tier or Trial. Provider reserves the right to introduce Fees for features currently available under the Free Tier or Trial upon at least thirty (30) days' advance written notice via email to the address associated with Customer's account, at which point Customer may either subscribe via an Order Confirmation or discontinue use of the affected features.

6. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and service providers who have a need to know the Confidential Information and are bound by confidentiality obligations no less protective than those in this Agreement for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Provider may refer to Customer as a Provider customer and may use Customer's (brand) names and/or

logos/figurative marks in Provider's sales, marketing, investor and analyst materials (including Provider's website).

7. **Intellectual Property Ownership; Feedback.**

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

(d) Customer Materials; Non-Infringement. Customer represents and warrants that any materials, data, designs, or specifications made available by Customer (or by Authorized Users) for use, maintenance, processing, installation, or integration in connection with the Services do not infringe any rights of third parties. Provider is not obliged to perform any data conversion unless expressly agreed in writing.

8. **Limited Warranty; Disclaimers.**

(a) Disclaimers. THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER

SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(b) No Advice; No Third-Party Reliance. Any advice, recommendations, guidance, statements, or other information that Provider may provide to Customer (including in connection with consultancy, education, training, or workshops), whether or not as part of the Services, is provided for Customer's internal informational purposes only and does not constitute professional advice. Customer acknowledges that any use of such advice, recommendations, guidance, statements, or information (including any report or other output provided by Provider) is at Customer's sole risk and is based on information provided by Customer. Customer shall not disclose any such advice, report, or associated data to any third party or otherwise make the foregoing available to any third party without Provider's prior written consent, and then only if (i) Customer has satisfied all obligations due to Provider in connection with such advice or report, and (ii) Customer enters into a written agreement with such third party providing that Provider owes no duty to, and assumes no liability with respect to, such third party arising from or relating to such advice, report, or its contents.

9. **Indemnification.**

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services developed by Provider itself, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) provide functional equivalents of the affected Services. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This **Section 9(a)** will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. For the avoidance of doubt, Customer's indemnification obligations under this Section 9(b) apply equally to Free Tier and Trial users.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. **Limitations of Liability.**

(a) IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE LESSER OF (i) THE TOTAL AMOUNTS PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (ii) USD 50,000. IN THE CASE OF FREE TIER OR TRIAL USERS WHERE NO FEES HAVE BEEN PAID, PROVIDER'S AGGREGATE LIABILITY SHALL NOT EXCEED USD 100.

(b) As a condition to any right to compensation, Customer shall report the loss to Provider in writing as soon as possible after the loss has occurred. Any claim for compensation against Provider shall expire twenty-four (24) months following the date the claim arose unless Customer has instituted legal proceedings for damages prior to expiry of such period.

11. **Term and Termination.**

(a) **Term.** The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue as set forth in the Order Confirmation, or, if no period is specified, one (1) year (the "**Initial Term**"). This Agreement will automatically renew for additional successive twelve (12) month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). For Free Tier and Trial users, this Agreement continues until terminated by either Party in accordance with this Section 11.

(b) **Termination.** In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under **Section 2(c)** or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files a petition for voluntary bankruptcy or has filed against it a petition for involuntary bankruptcy, which is not withdrawn or denied within thirty (30) days, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and,

without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund, except that in the event of termination by Customer pursuant to Section 11(b)(ii) for an uncured material breach by Provider, Provider shall refund to Customer any prepaid Fees covering the unused portion of the Term following the effective date of termination. Following expiration or termination of this Agreement, Provider will provide commercially reasonable cooperation for a smooth transfer to a new system, including making available Customer data files and information to Customer or a third party designated by Customer, provided that data transition assistance is available to paid subscribers only and is not guaranteed for Free Tier or Trial users, subject to applicable law and third-party restrictions. Customer shall reimburse Provider's reasonable accompanying costs at Provider's then-current hourly rates. Upon any termination for cause by Customer, all amounts paid and payable for Services provided or performed prior to the effective date of termination shall be non-refundable and remain immediately due and owing upon such termination, as applicable, unless Customer demonstrates that Provider is in default with respect to such Services.

(d) Survival. This Section 11(d) and Sections 1, 4(e) – 4(g), 5, 6, 7, 8(a), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and any applicable Order Confirmation, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits and Order Confirmation; (ii) second, the Order Confirmation; (iii) third, the Exhibits to this Agreement as of the Effective Date; and (iv) fourth, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to Provider at its registered address and to Customer at the email address associated with Customer's account. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section. Notwithstanding the foregoing, Provider

may provide notices to Customer via email to the address associated with Customer's account, which shall constitute effective notice under this Agreement.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to (i) acts of God; (ii) flood, fire, earthquake, explosion, epidemic, pandemic or other public health issue; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities. If a force majeure situation persists for more than sixty (60) days, either Party may terminate this Agreement in writing. In such case, performance already rendered shall be paid for on a pro-rata basis and the Parties shall not be deemed to have satisfied their respective obligations under this Agreement.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party; provided, however, that Provider may amend its standard terms applicable to the Services upon written notice to Customer, and such amendments will apply to this Agreement as of the stated effective date. If Customer does not accept such amendment, Customer may terminate this Agreement by notice effective on the date the amended terms enter into force. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United

States or the courts of the State of New York in each case located in the city of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, **Section 2(c)**, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Acceptance and Authority. By clicking "I Agree," completing a checkout, or accessing the Services, Customer represents and warrants that: (i) they have read and understood these Terms of Service; (ii) they have the authority to bind the entity on whose behalf they are accepting these Terms; and (iii) the entity they represent agrees to be bound by these Terms as of the Effective Date. If Customer does not have such authority, or does not agree to these Terms, Customer must not access or use the Services.

(k) Geographic Scope. These Terms of Service are intended for customers located in the United States. Provider makes no representation that the Services are appropriate or available for use in other locations. Customers accessing the Services from outside the United States do so at their own risk and are responsible for compliance with applicable local laws.