



Explorium Online Terms & Conditions

Updated November 26, 2024

Explorium makes available to Customer an external data platform as further defined in these Terms & Conditions (the **"Platform"**) capable of exploring thousands of internal or external data sources in the context of building predictive models. Any Order Form or other purchasing document mutually agreed by Explorium and Customer, in writing, will be governed by these Explorium Online Terms and Conditions. These Explorium Online Terms & Conditions together with any specific Order Form signed or submitted by Customer, as defined herein, and any other exhibits, appendices, or schedules attached thereto (collectively, the **"Agreement"**) are entered into between Explorium Inc. and any of its affiliates (**"Explorium"** or **"Company"**) and set forth the terms under which you may access and use the Services (as defined below). In the event of any inconsistencies between a specific Order Form which you have signed, and this Agreement, the relevant Order Form shall prevail.

By executing or submitting any Order Form, clicking your acceptance to the Agreement, or by using the Services you acknowledge that you have read and agree to be bound by the terms and conditions of the Agreement. If you do not agree with all the provisions of this Agreement, do not access or use the Services.

1. DEFINITIONS

"API" means the application programming interface that facilitates the transfer of data based on individual queries between Explorium and Customer.

"Customer" **"You"** means the entity who has entered into this Agreement, including as specified in an Order Form.

"Batch Prediction" means scheduled Enriched Data transfer model prediction outcome, or delivery request by Customer in which the Enriched Data is transferred to Customer in bulk.

"Consume" or **"Consumption"** means the extraction of Enriched Data from the Platform by the Customer, including without limitation by means of download, API, Batch Prediction, Scheduled Recipe or by any other method then made available to Customer through the Platform.

"Customer Data" means all data Records uploaded to or stored on the Platform by the Customer, except for data or other materials that are publicly available.

"Data Gallery" means the Company's proprietary or licensed data gallery comprising its many online sources and own databases.

"Documentation" means the documentation for the Platform, Platform Data, or Services produced by Company and delivered or made available by the Company to the Customer.

"Effective Date" means the date of execution of this Agreement, as identified in the Order Form.

"Enrichment" or **"Enriched"** means a match between Customer Data and Platform Data, including without limitation by: (i) adding new Signals to a Record; (ii) generating a set of Signals based on the values of data in each Record; or (iii) changing the value of existing data elements within a Record. A Record is considered Enriched if there is any, including partial matching between such Record and Signals within the Platform.

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights, including copyrights and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models.

"ML Engine" means the capability within the Platform that allows for building, testing, training, deploying and monitoring predictive models.

"Order Form" means the ordering document that is entered into between Customer and Explorium, including any addenda thereto and which outline, among other, the scope, the term, fee and payment terms.



“Platform” means Company’s external data platform, including its Data Gallery, ML Engine, Signal Studio and Starters capabilities and any newly available capability provided to the Customer.

“Platform Data” means the data Signals made available to Customer in any way or form, whether through the Platform direct delivery or any other means, including but not limited to ML Engine, Signal Studio or Starters, whether via the platform user interface, API or any other format.

“Platform Logs” means the usage information retrieved by the Company when a Customer uses the Platform, including customer name, customer details, billing information, contact details of customer employees and representatives who are using the Platform, behavioral and technical information such as clicks, scrolls, focuses (i.e. zoom), errors, bugs, and navigation patterns. Platform Logs are Intellectual Property of Explorium.

“Query” means the request of Customer to Enrich a Record through the Platform.

“QPM” means Queries per minute.

“Record” means the set of all the data elements related to a single entity, submitted by the Customer.

“Record Consumption Limit” means the maximum number of Records Consumed by Customer per Term as agreed in the Order Form. Each time a Record is consumed will count toward the Record Consumption Limit; This occurs regardless of the method of consumption and whether this same Record has previously been Consumed.

“Scheduled Recipe” means any scheduled Enriched Data, requested by Customer, in which Enriched Data is applied to Customer Data in Signal Studio, and transferred or delivered to the Customer.

“Services” means any services that the Company provides to the Customer, as outlined in the Order Form attached to this Agreement, including providing support, improving the services, and including, identifying, investigating, or resolving technical or security issues if any.

“SDK” means software development kit that may be provided by Company.

“Signal” each data element within the Platform Data.

“Signal Studio” means the capability within the Platform which enables Customer to find, create and integrate the relevant Signals, which Customer seeks for Record Enrichment.

“Starters” means the capability within the Platform which enables Customer to query or generate Signals from Platform Data without the need for any Customer Data (no matching required). The dataset generated can be consumed, or used in Signal Studio or ML engine in lieu of Customer Data.

“Term” the term as defined in the Order Form.

2. **LICENSE**

2.1. **License Granted.** Subject to the terms and conditions of this Agreement, Company grants Customer during the Term, a limited, revocable, non-exclusive, non-transferable license to: (a) use the Platform and Platform Data for its internal business data science purposes and (b) access the Platform via API or SDK provided by Company to Customer. Such license is solely for the purposes of generating internal predictive models, deriving insights or conducting data analysis for Customer’s internal use. This license does not transfer to Customer any ownership rights to the Platform, the API or Platform Data or other Intellectual Property Rights embodied or used in connection with the Platform, API or Platform Data. All right, title, and interest in and to the Platform, including the user interface, SDK, API, the Platform Data, and the Intellectual Property Rights associated therewith, are and will remain with Explorium and its licensors. Nothing in this Agreement may be interpreted as transferring or conferring any right to use the Intellectual Property Rights of Explorium. No rights or subscription licenses are granted except as expressly set forth herein.

2.2. The Platform will be available in accordance with the Service Levels set forth in Exhibit A and the Support Terms set forth in Exhibit B.

2.3. **Restrictions on Use.**

2.3.1. Customer may not sublicense, transfer, sell, lease, distribute or share, syndicate, the Platform or create derivative works of the API, the Platform, or otherwise provide access to the API, SDK, Platform user

interface or to any Platform Data to any third party not contemplated by this Agreement, for any purpose, without Company's prior written consent. Notwithstanding the foregoing, Customer may provide access to its agents, employees, contractors or parties acting on behalf of the Customer, solely for providing their services to Customer ("Subcontractors"), provided they are obliged by at least the same confidentiality obligations and license restrictions as provided in this Agreement and provided that Customer remains liable at all times for such Subcontractor's actions .

- 2.3.2. Customer may not resell, sublicense, distribute, transfer, or share the Platform Data and any predictive models or derived insights or data analysis obtained by use of the Platform.
- 2.3.3. Customer may not translate, disassemble, decompile or reverse-engineer in whole or in part the Platform, API or Platform Data or seek to reconstruct or discover source code, object code, HTML, Javascript, other code, know-how or algorithms associated with the API and Platform Data.
- 2.3.4. Customer may not remove, disable, or otherwise create or implement any workaround to, any security features of the Platform or API.
- 2.3.5. The Customer will not use the Platform or the API in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform or to any third party.
- 2.3.6. The Customer will not use the Platform or Platform Data in any way that is unlawful, illegal, discriminating, abusive, fraudulent or harmful, and in non-compliance with any applicable laws, including without limitation any applicable privacy regulation nor shall it assist or allow others to do so.
- 2.3.7. Customer will not and will not allow anyone else to use the Platform, API, or Platform Data will not be used for decisions about any individual's suitability for: (i) credit or loans; (ii) insurance; (iii) employment; (iv) a license or other benefit granted by a governmental authority, where such decision involves considering one's financial responsibility or status; (v) housing; or (vi) any eligibility or other determinations that would cause the Platform or Platform Data to be deemed a consumer report for purposes of the Fair Credit Reporting Act.
- 2.3.8. Customer agrees that the Platform, API, or Platform Data will not be used to send unsolicited emails, false advertising, place unsolicited calls or any other action by or on behalf of Customer that may be considered violation of CAN-SPAM or other analogous state or national regulations under any applicable law regulations. For clarity, this does not prohibit Customer from engaging in communications that are otherwise permissible.

3. CUSTOMER RESPONSIBILITIES

- 3.1. Customer shall be responsible for maintaining the security of the Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without your knowledge or consent. Customer must ensure that any registration information is kept up to date at all times. Customer is at all times responsible for any activities or action made through your account with or without your knowledge. Customer agrees to notify Explorium immediately upon learning of any unauthorized use of Customer account or any other breach of security of your account.
- 3.2. Customer hereby represents and warrants that any and all Customer Data, is obtained in compliance with applicable law, and Customer has the legal right to disclose all Customer Data to Explorium, and have obtained all approvals required for such disclosure to Explorium from the applicable information owners in such manner that would allow Explorium to enrich the Customer Data pursuant to the terms of this Agreement, including through the use of Explorium's partners' and affiliates' data sources and you have obtained all approvals required for such disclosures from the applicable information owners. Customer will include a privacy policy on Customer's website or applications and will disclose to Customer's end-users the disclosure of such information to Explorium.
- 3.3. Customer hereby agrees that Customer Data will not, at any time, include: (i) any patient, medical, or other "protected health information" as defined by and subject to HIPAA or any similar federal, state or local laws and regulations; (ii) any information provided on a government issued ID, including but not limited to passport or driver's license, social security number, or other identification number; (iii) Unique electronic identifiers or electronic signatures; or (iv) any bank account or payment card data.

4. PAYMENT TERMS

- 4.1. **Payment.** In consideration of license granted herein, Customer will pay the fees identified in the Order Form. Unless otherwise provided in the Order Form, Payments shall be made upon execution of the Order Form and for the entire Initial Term. Any other fees will be due within thirty (30) days from the date of Company's invoice and according to the payment details provided therein. If any fees are past due, Company may assess interest on the past due amount at the rate of one and one half percent (1.5%) per month or, if lower, the highest rate permitted under applicable law. Interest will accrue from the due date of such fees. In addition to and not in lieu of any other remedy, Company may suspend Customer's access to the Company API, the Platform and Platform Data if Customer fails to pay any amount when due pursuant to this Section. All

amounts and fees stated or referred to in this Agreement, once incurred are non-cancellable and non-refundable. Customer's obligation to pay invoiced amounts is absolute and unconditional and not subject to any offset, suspension due to late payments defense or counterclaim. If delivery of the Services is interrupted due to non-payment or non-compliance, Customer shall nonetheless be responsible for any fees as set forth in this Agreement. Notwithstanding the foregoing, If Customer fails to timely pay an invoice as set forth in this Section or in any applicable Order Form (1) on two or more occasions ; or (2) for longer than 60 days, Company may, in addition to any other remedies that it may have and upon written notice to Customer, modify the payment terms to require pre-payment of any or all fees payable under any Order Forms then outstanding or entered into in the future, or require other assurances to secure Customer's payment obligations hereunder.

4.2. **Taxes.** The fees identified in the Order Form are exclusive of all sales, use, value add or other taxes.

5. **CONFIDENTIALITY; PROPRIETARY RIGHTS; DATA PROTECTION**

5.1. **Mutual Obligations.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Platform, API, Platform Data and Data Gallery, names of data partners, or other data sources, data provided from Company's data partners and other enrichment sources computer programs in any form, documentation, installation programs, software code, actual products, prototypes, samples, designs, schematics, configurations, specifications, techniques. Proprietary Information of Customer includes Customer Data. Proprietary Information of the Customer does not include any Platform Logs that do not contain or relate to data provided by Customer. "Proprietary Information" means collectively Proprietary Information of Company and Customer. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services, if any, or as otherwise permitted herein) or divulge to any third person any such Proprietary Information, (iii) to disclose Proprietary Information solely to its employees or consultants who have a need to know the Proprietary Information and have undertaken similar confidentiality obligations towards the Receiving Party. The Disclosing Party agrees that the foregoing shall not apply with respect to any information (except with regard to any personal identifiable information to the extent it is exchanged between the Parties) after five (5) years following the disclosure (even if after Termination of this Agreement) thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known to it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, except that Recipient will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

5.2. **Customer Data.** As between the Parties, Customer shall own all right, title and interest in and to the Customer Data. Unless otherwise provided herein, during and after the Term, Company shall have no right to share the Customer Data with any third-party without Customer's prior written consent. Customer hereby grants to Company a non-exclusive, royalty free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to meet its obligations under this Agreement. Notwithstanding the foregoing, Company may share Customer Data with Company's cloud services provider (which shall be one of AWS/ AZURE/ Google Cloud), or as required in order to enrich Customer's Data, through the use of Company's data sources, provided however that any such use shall always be subject to Company's agreements with such sources and include appropriate confidentiality provisions and to Company's Privacy Policy available on or through www.explorium.ai/privacy.

5.3. **Data Protection.** Each party shall: (i) comply with all applicable laws and regulations with respect to the Platform Data and Customer Data (as applicable) shared between the parties ; (ii) maintain administrative, physical, and technical safeguards that are no less rigorous than accepted data industry practices in order to prevent the release of any personal information to unauthorized parties; (iii) promptly notify the disclosing party of any breaches, or other unauthorized activities relative to the use of such data of which it becomes aware; (iv) use the data which it receives only for the purposes of this Agreement; (v) assist the other party in any consumer data inquiry, whether received directly from a consumer or from Licensee's customers. To the extent Customer shares with Explorium any personal identifiable information of individuals, the [Explorium Data Processing Agreement \("DPA"\) available here](#) shall apply.

5.4. **Company Intellectual Property.** Company shall own and retain all right, title and interest in and to: (a) the Platform, API, Platform Data, Data Gallery, Platform Logs (b) all Documentation, improvements,



enhancements or modifications thereto, (c) any software, applications, inventions or other technology developed in connection with the Services or support, provided to Customer and (d) all Intellectual Property rights related to any of the foregoing. Customer will not take any action inconsistent with the Intellectual Property Rights of the Company.

5.5. **Publicity.** Except as expressly authorized in an applicable Order Form, neither party will make any use of the other party's logos and trademarks in any manner, including any manner that dilutes, tarnishes or undermines the value of the other party's marks. Notwithstanding the foregoing, Company may mention Customer as a customer of the Company and use its name and logo on a dedicated area on Company's website and in marketing materials. Any press release or other publicity announcing or referring to this Agreement or the relationship between the parties, shall be subject to the prior written approval of the other party.

5.6. **Limitations.** No rights or subscription licenses are granted except as expressly set forth herein. Upon expiration or termination of this Agreement, Customer shall promptly destroy, or return to Explorium any data extracted from the Data Gallery and any other Explorium Proprietary Information.

6. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: (i) such Party has the right, power and authority to enter into this Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (ii) such Party is duly organized and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation; (iii) the execution of this Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; (iv) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not violate any agreement to which such Party is a party or by which it is otherwise bound or any applicable law; (v) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (vi) such Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement. If at any time during the term of this agreement it becomes unlawful for Explorium to continue performance, Explorium may immediately terminate its performance under this agreement without penalty. If Explorium terminates under this section, Explorium will refund the unused portion of any prepaid fees.

7. WARRANTY AND DISCLAIMER

Explorium shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Explorium or by third-party providers, or because of other causes beyond Explorium's reasonable control. Explorium does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, PROFITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM DATA ACCURACY, COURSE OF DEALING OR COURSE OF PERFORMANCE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

EXPLORIUM AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT, DATA AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT AND THE SERVICES OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR LOSS OF PROFIT; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND EXPLORIUM'S REASONABLE CONTROL; OR (D) FOR ANY DAMAGE CAUSED BY (OR RELATED TO) ANY ACT OR OMISSION OF ANY THIRD PARTY (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO EXPLORIUM FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT EXPLORIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **INDEMNIFICATION**

- 9.1. Customer shall indemnify, defend and hold harmless, at Customer's sole expense, Company, and its affiliates, directors, officers, employees, agents, and shareholders, successor and assigns from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) ("Liabilities") incurred by Company resulting from third party claims that arise or result from, or are alleged to arise or result from: (i) Customer's or its Subcontractor's (as defined in Section 2.3.1) use of Services, Platform or Platform Data violated applicable laws and regulations or the license restrictions in this Agreement; or (ii) that Customer Data provided to the Company in any way pursuant to this Agreement was provided in a manner that infringes any applicable privacy law, Company's or Customer's Privacy Policy, or that the required permissions were not duly obtained from the individual owners of the information. In addition, the use of the Platform, the Platform Data and the services by Customer shall be at its own risk and Customer will indemnify, defend and hold harmless Company and its third-party suppliers from and against all Liabilities that arise with respect to any use of the Platform, the Platform Data and the services by Customer.
- 9.2. Company shall indemnify, defend and hold harmless, at Company's sole expense, Customer, and its, directors, officers, employees, agents, and shareholders from and against any and all Liabilities incurred by Customer arising directly from third party claims Company's Services infringes any patent or copyright of any third-party with respect to licenses granted pursuant to this Agreement. Company will have no obligations under this Section 9.2 if the relevant claim or allegation (i) arose from Customer's negligence or willful misconduct, (ii) was due Customer's use of the Service outside of the terms of this Agreement, in violation of applicable law, or use of the Platform Data or Services in combination with any other material or services not provided by Company. In the event that any Company's Service, the Platform, API, or Platform Data becomes subject to a claim that is based on infringement of any third party intellectual property rights or privacy rights, Company shall at its option either (i) modify the Service, the Platform, API, or Platform Data or any part thereof as applicable, so as to avoid any alleged infringement or violation; (ii) obtain any rights required to avoid such alleged infringement or violation; or (iii) terminate this Agreement with respect to such Service, the Platform, API, or Platform Data and refund to Customer any prepaid fees applicable to the remainder of the then-current Term up to the lower of: (1) the unused portion of any unused Record Consumption Limits or (2) the pro-rata time remaining until the end of the Term. This section 9.2 sets forth Customer's sole remedies and company's sole liability and obligation for any actual, threatened, or alleged claims that the services and company materials or any subject matter of this agreement infringes, misappropriates, or otherwise violates any intellectual property rights of any third party.
- 9.3. A party seeking to be indemnified (the "**Indemnified Party**") shall provide the other (the "**Indemnifying Party**") prompt notice immediately after it becomes aware of a claim or any other matter it believes is indemnifiable hereunder (hereinafter "**Action**"). Such notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and anything else related to the Action. The Indemnifying Party will then assume control of the Action, including selection of counsel. In the event that the Indemnifying Party fails to assume control of the defense, the Indemnified Party may employ counsel, and the Indemnifying Party will pay the reasonable legal fees. No settlement or payment in connection with any such settlement may be made without the prior consent of the Indemnifying Party, which consent will not be unreasonably withheld.

10. **AUDIT**

Customer will maintain current and accurate records regarding its use of the Platform and the Platform Data. If Company reasonable believes that Customer has breached this Agreement, and upon 5 business days advance written notice, including email, Customer shall give Company (a) on-site or remote access to Customer's applicable systems and records and (b) make available during Customer's normal business hours, Customer's knowledgeable personnel who are able to respond to questions or inquiries regarding such records or systems, for the purpose of auditing and verifying that Platform Data was used as permitted pursuant to this Agreement and that all payment obligations had been fulfilled. To the extent the audit shows a discrepancy of use or payment higher than 5% of the fee or proves material breach of license restrictions, in addition to any other remedy available to Company, Customer will bear all costs of such Audit.

11. **RELATIONSHIP OF THE PARTIES**

- 11.1. Explorium's provision of the Services or the Platform to Customer is non-exclusive. Nothing in the Agreement prevents Explorium from providing the Services, Platform or Platform Data to any other third party. Explorium is an independent contractor of the Customer in provision of the Services pursuant to this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Explorium in any respect whatsoever.

12. TERM & TERMINATION

- 12.1. **Term.** The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue as provided in the Order Form, and in absence of a specific term in the Order Form, for one year ("**Initial Term**"). The term will automatically renew for successive one year terms unless either party notifies the other party in writing of its intent not to renew at least sixty (60) days prior to the end of the then-current Term. The "Term" means the Initial Term and all renewal terms.

12.2. Termination.

- 12.2.1. Unless an earlier termination is permitted in an applicable Order Form, either party may terminate the Order Form only if the other party materially breaches the provisions of this Agreement and fails to cure the breach within fourteen (14) days after receiving written notice of the breach from the non-breaching party. For the avoidance of doubt, Customer's violation of section 2,3 and 6 of this Agreement will constitute a material breach of the Agreement.

- 12.2.2. Either party may terminate this Agreement by written notice to the other if the other party:

- 12.2.3. (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject to, voluntarily or involuntarily, any proceeding under any bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporation action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, or similar agent appointed by court order.

12.3. Effect of Termination:

- 12.3.1. Upon termination of this Agreement, all licenses granted herein will also terminate. Company may immediately terminate Customer's access to the API and Company Platform. Except for Customer Data, Customer will immediately, delete, remove, destroy or return to Company, any and all Platform Data.

- 12.3.2. Upon written request by Customer following termination or expiration of the Agreement, Company will promptly delete or return all copies of Customer Data, except as explicitly required to be retained in accordance with applicable law

- 12.3.3. Within thirty (30) days following the termination or expiration of this Agreement, Customer will pay in full for the use of the Platform up to and including the last day on which the Platform was provided. Provided that if termination was due to Customer's breach of the Agreement or to circumstances provided in Section 12.2.2, Customer shall pay the Full license fee until the end of the original Subscription Term as agreed upon in the applicable Order Form.

- 12.3.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

13. MISCELLANEOUS

- 13.1. **Complete Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- 13.2. **Assignment.** This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without Customer's consent. Subject to the foregoing, this Agreement and any Order Form shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 13.3. **Amendments.** Any amendments, waivers and modifications to this Agreement must be in writing and signed by both parties, except as otherwise provided herein.

- 13.4. Force Majeure. Neither Party will be liable for, or be considered in breach of or default under the Agreement on account of, any delay or failure to perform as required by the Agreement as a result of strike, fire, explosion, flood, storm, material shortages, riot, insurrection, governmental acts, labor conditions, acts of God, war, earthquake or any other cause which is beyond the reasonable control of such Party; provided that the non-performing Party gives reasonably prompt notice under the circumstances of such condition(s) to the other Party. The provisions of this Clause shall not apply to Customer's obligation to pay for Services rendered in accordance with the terms contained herein.
- 13.5. Governing Law. This Agreement, including any Order Form, and any claims, whether in contract, tort or otherwise, arising from this Agreement or any Order Form shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. The parties agree that the state and federal courts sitting in New York City, New York, USA, shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.
- 13.6. Updates. Explorium reserves the right to change this license Agreement at any time, so please re-visit this page frequently. We will provide notice of substantial changes of this License Agreement on the homepage of our website and/or we will send Customer an e-mail regarding such changes to the e-mail address provided on the Order Form. Such substantial changes will take effect seven (7) days after such notice was provided on our Site or sent by email (if applicable). Otherwise, all other changes to this License Agreement are effective as of the stated "Last Revised" date and Customer's continued use of the Platform and Platform Data after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

EXHIBIT A

Service Level Terms

The Services shall be available 95%, measured monthly, excluding holidays and weekends and scheduled maintenance. The following circumstances will be excluded from any downtime calculations: (a) if Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance; (b) any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control; (c) any scheduled maintenances of which the Company provided reasonable prior written notice to the Customer; (d) weekly maintenance window on Sundays of up to two hours between 2 – 4 AM (EST), for which no additional notice is required; or (e) Company's blocking of data communications or other Service in accordance with its policies or the terms of this Agreement.

Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than six hours, Company will credit Customer 1% of Service fees for each period of 6 or more consecutive hours of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with written notice to Company (email shall suffice)) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred.



EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Pacific Time, with the exclusion of official US public holidays ("Support Hours").

Customer may initiate a Helpdesk ticket during Support hours by calling their dedicated customer success manager (phone number provided post-contract signature), or any time by emailing support@explorium.ai.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.