

EXHIBIT A

TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 “Access Credentials” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures used to verify an individual’s identity and authorization to access and transfer the Dataset supplied by Member through the Delivery Mechanism.

1.2 “AIDC Inc.” means AIDC INC., a Delaware corporation.

1.3 “AIDC” means the data marketplace operated by AIDC Inc., through which Member (or similar members of the AIDC platform) offers the Dataset(s) for license or use to one or more Purchaser.

1.4 “Dataset” means the collected, compiled and arranged data sources, including the dataset described on the Cover Page and provided to Purchaser by Member through the AIDC.

1.5 “License Term” means the term of the license granted in Section 2 beginning on the Effective Date and ending three (3) years thereafter, unless (a) this Agreement is terminated earlier pursuant to Section 4 or (b) extended by the parties pursuant to a written agreement or as memorialized through the AIDC.

2. LICENSE AND RESTRICTIONS

2.1 License Grant. Subject to the terms and conditions of this Agreement, including, but not limited to, the payment of all Fees (as defined below), Member hereby grants to Purchaser, during the License Term, a non-exclusive (unless otherwise set forth on the Cover Page), non-transferable (except as permitted by Section 10.2), non-sublicensable right to (a) access and have a copy of the Dataset transferred to Purchaser through the Delivery Mechanism specified on the Cover Page in connection with the anticipated training of Purchaser’s artificial intelligence system or large language machine learning model, and (b) use the Dataset solely for the purpose of training an artificial intelligence system or large language machine learning model, in each case subject to any usage

limitations set forth on the Cover Page and solely during the License Term.

(a) Exclusive License. In the event that the parties agree, as designated on the Cover Page, that Purchaser is obtaining an exclusive license of the Dataset, the Purchaser’s rights granted in Section 2.1 shall be exclusive (except to Member) subject to any limitations to the exclusivity expressly identified on the Cover Page.

2.2 License Restrictions. Purchaser shall not, and shall not permit any independent contractor or employee of Purchaser or any other party to: (a) resell, license, transfer, disclose, disseminate, distribute, modify or publish the Dataset, in whole or in part (other than independent contractors and employees of Purchaser as necessary for Purchaser’s permitted use of the Dataset or as such Dataset has informed Purchaser’s artificial intelligence products and services so long as the Dataset is not identifiable individually therein); (b) allow access to or use of the Dataset, in whole or in part, through any devices or other means not controlled and secured by Purchaser in accordance with Section 9.4; (c) store the Dataset, or any portion thereof, outside the United States; (d) remove any proprietary notices included within the Dataset; (e) access or use the Dataset, in whole or in part, to create, enhance or structure any compilation, directory, or database for resale or distribution; (f) use or reference the Dataset to develop or compile (or have another develop or compile) data that competes with the Dataset; or (g) use the Dataset in any manner or for any purpose not expressly allowed in this Agreement or that infringes or otherwise violates any intellectual property right, other right of any person, or that violates any applicable laws, including without limitation any applicable privacy laws. Purchaser shall ensure that its independent contractors and employees that are provided access to the Dataset understand and comply with these restrictions and implement commercially reasonable procedures and controls to protect and safeguard the Dataset. Purchaser will be liable for all acts and omissions of its independent contractors and employees that are provided access to the Dataset, including without limitation their compliance with this Agreement, including any unauthorized use of the Dataset.

2.3 Delivery. Promptly following the Effective Date, Member will make available to Purchaser such Access Credentials as may be necessary for Purchaser to access and use the Dataset through the Delivery Mechanism.

3. FEES AND PAYMENT TERMS.

3.1 Price and Payment. In order to receive Access Credentials or access the Delivery Mechanism to transfer the Dataset, Purchaser shall pay Member the fees set forth on the Cover Page or as paid by the Purchaser through the AIDC platform (“Fees”) in accordance with the terms of this Agreement. Fees are exclusive of, and Purchaser shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any fees or any amounts owed to Member under this Agreement (excluding any taxes arising from Member’s income or any employment taxes), unless otherwise stated on the applicable invoice. All payments received by Member are non-refundable except as otherwise expressly provided in this Agreement, and shall be made by Purchaser through the payment mechanism provided through the AIDC.

4. TERM AND TERMINATION

4.1 Term. This Agreement commences on the Effective Date and continues for the Initial Term, unless terminated in accordance with Sections 4.2 or 4.3 (the “Term”). Upon the expiration of the Initial Term, Purchaser may have an opportunity to continue to access and use the Member Dataset under the then-current terms.

4.2 Termination for Convenience. Either party may terminate this Agreement at any time for any reason by providing the other party at least thirty (30) days’ notice. Provided, however, that if Member terminates this Agreement pursuant to this Section 4.2, the license granted in this Agreement shall continue for the License Term.

4.3 Termination for Cause. A party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement (including, but not limited to, the payment of Fees) and does not cure such breach (provided that such breach is capable of cure) within thirty (30) days after being provided with written notice of such breach. In addition, Member may terminate this Agreement immediately upon written notice to Purchaser if Purchaser breaches any of the license restrictions in Section 2.2.

4.4 Effects of Termination. Upon any expiration or termination of this

Agreement, Purchaser shall promptly discontinue all further access and use of the Dataset and Access Credentials and will return to Member, or confirm the destruction of, all copies of the Dataset in Purchaser’s possession or control and certify to Member its compliance with this subsection. For the avoidance of doubt, Purchaser shall not be required to remove the Dataset (or data therein) from Purchaser’s artificial intelligence system or large language machine learning model, and training results utilizing the Dataset for such artificial intelligence system or large language machine learning model will be allowed to persist in such model or system. Sections 1, 2.2, 3, 4.3, 5, 6.3, 7, 8, 9, and 10 will survive any termination or expiration of this Agreement.

5. PROPRIETARY RIGHTS

5.1 Dataset. As between the parties, Member owns all right, title, and interest, including without limitation all intellectual property rights, in and to the Dataset. Purchaser acknowledges and agrees that (a) Member has dedicated substantial resources to collect, manage, and compile the Dataset; (b) all of Member’s techniques or databases used in collecting, analyzing, and/or provisioning the Dataset are of great value and are proprietary to Member (e.g., copyrighted or trade secrets); and (c) no rights are granted to Purchaser with respect to the Dataset, other than the license rights expressly set forth in this Agreement. Any rights not expressly granted to Purchaser hereunder are reserved by Member and its suppliers.

6. WARRANTY; DISCLAIMERS

6.1 Mutual Warranties. Each party represents and warrants that (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder, (b) neither the execution, delivery, or performance of this Agreement by such party nor the consummation by such party of the activities contemplated in this Agreement will conflict with, or result in a breach of, any agreement to which it is a party, or any law or regulation by which it is subject, and (c) it has and will comply with its obligations under applicable laws and regulations with respect to its business and the provision of and/or use of, as applicable, the Dataset, including without limitation privacy laws and regulations.

6.2 Member Warranties. Member warrants that Member’s description of the Dataset is materially accurate and complete and is free from malware or malicious content. Member warrants that, to its knowledge, it has any and all necessary rights, consents, and authorizations required to provide the

Dataset to Purchaser in accordance with this Agreement and applicable privacy laws. Member further warrants that, to its knowledge, the Dataset and its collection and use of the data sources will not infringe and has not infringed upon the intellectual property rights of any third party.

6.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, THE DATASET IS PROVIDED “AS IS” AND MEMBER DOES NOT WARRANT THAT THE DATASET OR THE UNDERLYING DATA WILL MEET PURCHASER’S REQUIREMENTS.

MEMBER IS NOT RESPONSIBLE FOR ERRONEOUS DATA INTRODUCED BY PURCHASER OR THIRD PARTIES.

7. INDEMNIFICATION

7.1 Claims Against Purchaser. Member shall defend any claim, suit, or action against Purchaser brought by a third party related to or arising out of a breach of Member’s warranties expressly provided in Section 6 (each, a “Purchaser Claim”), and Member shall indemnify and hold Purchaser harmless, from and against damages, losses, liabilities, and expenses (including, but not limited to, reasonable attorneys’ fees and other legal expenses) (collectively, “Losses”) that are specifically attributable to such Purchaser Claim or those costs and damages agreed to in a settlement of such Purchaser Claim. The foregoing obligations are conditioned on Purchaser: (a) promptly notifying Member in writing of such Purchaser Claim; (b) giving Member sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Member’s request and expense, assisting in such defense. Notwithstanding the foregoing, Member will have no obligation under this Section 7.1 with respect to any infringement claim based upon: (1) any use of the Dataset not in accordance with this Agreement; (2) any use of the Dataset in combination with data, information, or other technology not supplied or approved in writing by Member or if such infringement would have been avoided without the combination with such other data, information, or other technology; or (3) any modification of the Dataset by any person other than Member or its authorized agents or subcontractors. This Section 7.1 states Member’s entire liability and Purchaser’s sole and exclusive remedy Purchaser Claims.

7.2 Claims Against Member. Purchaser shall defend, any claim, suit, or action against Member brought by a third party to the extent that such claim, suit or action is based upon (a) Purchaser’s use of the Dataset (except for Purchaser Claims) or (b) Purchaser’s gross negligence or willful misconduct relating to its use of the Dataset (each, a “Member Claim”), and Purchaser shall indemnify and hold Member harmless, from and against Losses that are specifically attributable to such Member Claim or those costs and damages agreed to in a settlement of such Member Claim. The foregoing obligations are conditioned on Member: (a) promptly notifying Purchaser in writing of such Member Claim; (b) giving Purchaser sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Purchaser’s request and expense, assisting in such defense.

8. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY PURCHASER TO MEMBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH LIABILITY. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 8 SHALL NOT APPLY TO A PARTY’S INDEMNIFICATION OBLIGATIONS, TO LIABILITY ARISING FROM A PARTY’S BREACH OF CONFIDENTIALITY, OR TO LIABILITY ARISING FROM PURCHASER’S UNAUTHORIZED USE OF THE DATASET.

9. CONFIDENTIALITY

9.1 Definitions. “Confidential Information” means all information disclosed by one party (“Discloser”) to the other party (“Recipient”) under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or

identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential. Member's Confidential Information includes, but is not limited to, the Access Credentials, the Dataset and any updates made available to Purchaser.

9.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than those of its employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are, in each case, under subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 9. Each party shall implement and maintain appropriate legal, organizational, physical, administrative, and technical measures, and security procedures to (a) safeguard and ensure the security of the other party's Confidential Information and (b) protect the other party's Confidential Information from unauthorized access, disclosure, duplication, use, modification, or loss. Purchaser will notify Member promptly of any such unauthorized access, disclosure, duplication, use, modification, or loss known to Purchaser. At Discloser's request or upon termination or expiration of this Agreement, Recipient will return to Discloser or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information, and Recipient will, upon request, certify to Discloser its compliance with this sentence.

9.3 Exceptions. Recipient shall have no confidentiality obligations under Section 9.2 above with respect to any information of Discloser that Recipient can document with reasonable evidence: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation of confidentiality to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to, reference to or use of Confidential Information. The foregoing exceptions do not apply to the Dataset, and Purchaser acknowledges and agrees that the Dataset, even if available or compiled in whole or in part from public or open sources, remains Member's Confidential Information and subject to Sections 2.2 and 9.2 given the substantial know-how, effort, and resources Member undertakes to collect, analyze,

provide, and format such Dataset. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

10. GENERAL

10.1 Independent Contractor. Member's relationship to Purchaser is that of an independent contractor, and neither Purchaser nor Member is intended to or should be construed to be an agent, partner, joint venture, or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

10.2 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that either may assign this Agreement without consent from the other party by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

10.3 Force Majeure. Except for payment obligations, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, including but not limited to, acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority.

10.4 Notices. To be effective, notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, or certified or registered mail, (postage prepaid and

return receipt requested) to the other party at the address or other information as applicable for each party first set forth on the Cover Page and will be effective upon receipt, except that electronic mail may be used to distribute routine communications and to obtain approvals and consents but may not be used for any other notices.

10.5 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 2.2 or 9 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If a party brings any legal action to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

10.6 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York without reference to its choice of law rules. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in New York, New York in any litigation arising out of this Agreement or the Services. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.7 Compliance with Laws. Each party shall comply with those laws, rules, and regulations in jurisdictions within the United States that are specifically applicable to the applicable party. The Dataset may be subject to US export control laws, including without limitation the Export Control Reform Act and its associated regulations. Without limiting the foregoing, Purchaser shall not, directly or indirectly, export, re-export, or release the Dataset to, or make the Dataset accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

10.8 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

10.9 Severability. If any provision of this Agreement is, for any reason, held to be unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

10.10 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

10.11 Entire Agreement. This Agreement constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Cover Page, the provisions of the Agreement shall govern. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.