

SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Date of Last Revision: November 22, 2024

Please read the following Software as a Service Terms and Conditions (the “Agreement”) carefully as they contain the legal terms and conditions governing Member’s access and use of the Service (defined below) provided by AIDC INC. (“Company”), including access and use of the Services. The term “Member” means the individual or business entity who registers for the Service and accepts the Agreement. If you are an individual acting on behalf of a business entity, you represent and warrant that you have the authority to bind such business entity to the Agreement.

Company is providing you the ability to access and use the Service, and you desire to access and use the Service under the terms of the Agreement. By registering for an account, expressly agreeing to the terms of the Agreement, or otherwise accessing the Services, you agree to be bound by the terms of the Agreement.

Company may modify the Agreement at any time by posting updated versions of the Agreement on the Services. Modifications become effective immediately upon your first access to or use of the Services after the “Last Updated” date at the top of this Agreement. Your continued access to or use of the Service after the modifications have become effective will be deemed your conclusive acceptance of the updated Agreement. If you do not agree with the modifications, do not access or use the Service.

1. DEFINITIONS.

1.1 “AIDC” means the data marketplace operated by Company through the Services and Software wherein Member may offer Member Datasets for license or use to Dataset License Purchasers or Data Partners for compensation.

1.2 “Commission” means portion of the Dataset Sale Revenue that is presented and agreed to by the Member when onboarding the Member Dataset to be paid to Company for the Dataset Transaction Services.

1.3 “Content” means content, data, and information that is owned by Company or any of its licensors that is provided or made available by Company through use of the Services. Content does not include Member Data.

1.4 “Data Partner” means a user of the Services which executes data collaboration licenses to allow the Member Datasets to be shared between an agreed upon pool of known partners.

1.5 “Dataset License Purchaser” means a user of the Services which purchases licenses or use of Member Datasets offered by Members in the AIDC.

1.6 “Dataset Sale Revenue” means the gross revenue attributable to a Dataset Transaction less any taxes levied upon the transaction between Member and a Dataset License Purchaser.

1.7 “Dataset Transaction” means the purchase of access to or use of one or more Member Dataset through a license or transfer by Dataset License Purchaser or Data Partner from Member through the AIDC.

1.8 “Documentation” means any user materials, instructions, and technical documentation made available by Company to Member for the use and operation of the Services.

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1.10 “Deep Expert Agent” or “DEA” means an AI agent made available or configured through the Services that applies domain knowledge and methods to produce expert-grade outputs. Except where expressly stated otherwise, a DEA and its Member-provided components are treated as a Member Dataset under this Agreement, including for offering, licensing, and monetization.

1.11 “Error” means a reproducible failure of the Services to substantially conform to the Documentation.

1.12 “Member Data” means the electronic data, Member Descriptions, and information input into the Services by or on behalf of Member or its Users. For the purposes of this Agreement, Member Data does not include Member Datasets.

1.13 “Member Dataset” means the actual Member datasets that Member desires to monetize using the AIDC.

1.14 “Member Description” means the information and metadata that Member enters into the Services and that describes the details of the Member Dataset.

1.15 “Services” means Company’s proprietary platform utilized by Company to provide access and use of the Software to Member under this Agreement. The Services do not include Member’s connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Member its Users to connect to and obtain access to the Services or to utilize the Services.

1.16 “Software” means Company’s proprietary AIDC software solution including all APIs and integrations made available by Company to Member and Users as part of the Services, including any modified, updated, or enhanced versions of such software that

may become part of the Software. The AIDC software solution provides the ability to track metadata information about datasets, record the location of datasets, record owner information of datasets and as agreed through additional contracts, the transfer of datasets to licensed or partner organizations. Company does not host or store the Member Datasets, which is the sole and exclusive responsibility of the Member unless otherwise agreed to by the parties in writing.

1.17 “Usage Data” means any content, data, or information that is collected or produced by the Services in connection with the use of the Services in an aggregated format not identifiable to Member or a particular User, and may include, but is not limited to, usage patterns, traffic logs and user conduct associated with the Services.

1.18 “Users” means the employees, independent contractors, and agents of Member who are authorized to use the Services on behalf of Member.

2. GRANT OF RIGHTS TO USE SERVICES

2.1 Access Rights; Member’s Use of the Services. Subject to the terms and conditions of this Agreement, Company hereby grants to Member, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 12.2), non-sublicensable right for Users to access and use the Services for the purpose of providing and displaying Member Data for the purpose of offering and making Member Datasets available for Dataset Transactions with others via the Services in accordance with the Dataset Transaction Services Addendum attached hereto as Exhibit A and subject to any usage limitations set forth herein. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Member regarding the Services, or any part thereof.

2.2 Registering Your Account. In order to access certain features of the Services you may be required to register for an account (“Account”). In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Company immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Company, or if you have been previously banned from use of any of the Services.

2.3 Restrictions on Use. Member shall not, and shall not permit any User or any other party to: (a) reproduce, display, download, modify, create derivative works of or distribute the Services or Software, or attempt to reverse engineer, decompile, disassemble or access the source code for the Services, Software or any component thereof; (b) use the Services, Software, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Member; or (c) permit any party, other than the then-currently authorized Users to access the Services, Software, or Content; or (d) access or use Services, Content, or Software to create a competing product or service. Member may not remove or export from the United States or allow the export or re-export of the Services, and Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.4 Users. Subject to the terms and conditions of this Agreement, Member may permit independent contractors and employees of Member to become Users in order to access and use the Services on Member’s behalf. Member will be liable for all acts and omissions of Users, including Users’ compliance with this Agreement. Member shall not, and shall not permit any User to, use the Services, Software or Documentation except as expressly permitted under this Agreement. Member will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Company promptly of any such unauthorized use known to Member.

2.5 Support. Subject to the terms and conditions of this Agreement, Company will exercise commercially reasonable efforts to (a) provide support for the use of the Services to Member, and (b) keep the Services operational and available to Member, in each case in accordance with its standard policies and procedures.

3. MEMBER’S PARTICIPATION IN AIDC

3.1 Identification License. Member hereby grants Company a limited, non-exclusive, royalty-free, and fully paid license to use Member’s name and logo (“Member Marks”) for the purpose of identifying Member as a participant in the AIDC and the source of the Member Data and Member Datasets displayed and offered within the AIDC.

3.2 Member Data License Grant. Member hereby grants to Company, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 12.2), worldwide, royalty-free, fully paid license to: (a) access, reproduce, process,

analyze, update, store, retain, transmit, copy, modify, perform, display, create a derivative work, and otherwise use the Member Data as necessary to perform the Services under this Agreement. Member hereby grants to Company, during the Term, a limited, exclusive, non-transferable (except as permitted by Section 12.2), worldwide paid license to identify Member Datasets using Member Data and to offer the Member Datasets to Dataset License Purchasers or Data Partners for sale, use or license within the AIDC.

3.3 Commission Avoidance Policy. Member agrees that it will not take any actions to circumvent a Commission (defined below) for Dataset Transaction where such parties were introduced or become aware of each other through the Services. Any actual or reasonably suspected circumvention may result in a suspension of a Member's and Dataset License Purchaser's or Data Partner's account. Examples of such actions include: (a) confirming a sale or license of Member Data or related reservation outside of the Services once it has been initiated therein; (b) directing Dataset License Purchasers or Data Partners to your website, or any other outside source to carry out such sale or license; or (c) providing or asking for a Dataset License Purchaser's or Data Partner's contact information to confirm a sale or license outside of the Services.

3.4 Implementation of Additional Protective Measures. Upon reasonable request by Company, Member agrees to incorporate additional terms into its terms of use and privacy policies governing the access and use of Member's then-current website, platform, or other infrastructure in order to provide additional legal protection related to the collection and use of Member Data stored or included in such website, platform, or other infrastructure for LLM or AI training purposes.

3.5 Additional Services. Member and Company may mutually agree in a separate agreement for Company to provide additional data services to Member, including but not limited to storing, conditioning, or analyzing the Member Dataset.

4. AIDC PARTICIPATION FEES AND PAYMENT TERMS

4.1 Pricing of Member Data. When applicable, the parties will collaborate in good faith to set pricing for the Member Data offered in the AIDC.

4.2 Service Fees. There is currently no fee for a Member to access and use the Services to provide Member Descriptions and Member Datasets for use in the AIDC; however, Company reserves the right to implement fees for all or a portion of the Services at any time. In such case, the pricing does not include, and Member shall be responsible for, any and all taxes levied upon the transaction by any applicable taxing jurisdiction.

4.3 AIDC Fees. Company and Member shall agree to any service fees related to a Dataset Transaction using the AIDC under separate agreement in writing for such services.

4.4 Collaboration Fee. Member may pay Company of the then-current fee for participating in a data collaboration environment with Data Partners a mutually agreed to by the parties in writing.

4.5 Onboarding Fee. Member may pay Company a data onboarding fee based upon the level of service requested by Member as mutually agreed to between the parties in writing.

4.6 Payment. For Dataset Transactions that occur through the AIDC, the payment by a Dataset License Purchaser to Member shall be carried out through a third-party payment processing service provider concurrently with the transaction. The Commission shall be subtracted from the Dataset Sale Revenue and routed to Company's designated account and the remainder shall be directed to Member's provided account with the third-party payment processors concurrently upon payment from a Dataset License Purchaser. For any other services provided by Company to Member under a separate statement of work shall be paid pursuant to the statement of work or, if the statement of work is silent regarding payment terms, within thirty (30) days after Member's receipt of the applicable invoice for such Services. If Member disputes in good faith any Fees set forth in an invoice, it shall notify Company of the dispute within thirty (30) days after receipt of such invoice. All Commissions and payments received by Company are non-refundable except as otherwise expressly provided in this Agreement. Member shall make all payments in United States dollars. Any amounts not paid when due are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Member shall be responsible for all Company's costs of collection, including without limitation reasonable attorney's fees.

4.7 Suspension. If any undisputed amount owing by Member under this Agreement is thirty (30) days or more overdue, Company may, without limiting its other rights and remedies, suspend Services, including Member's and its Users' access to the Services, until such undisputed amounts are paid in full on the condition that Company provides Member with at least ten (10) days' prior written notice that such amounts are overdue before suspending Services.

5. TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and continues until the Agreement is terminated as provided herein (the "Term").

5.2 Termination for Convenience. After the first twelve (12) months of the Term, either party may terminate this Agreement at any time and for any reason by providing the other party at least ninety (90) days prior written notice of termination (email being sufficient).

5.3 Termination for Cause. A party may terminate this Agreement or any Order immediately upon written notice if the other party breaches any material provision of this Agreement 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.

5.4 Effects of Termination. Upon any expiration or termination of this Agreement or any Orders: (a) all amounts owed to Company under this Agreement or such Order will be due and payable in accordance with Section 5, (b) all licenses granted in this Agreement will immediately cease, (c) Member shall promptly discontinue all access and use of the Services and return or erase, all copies of the Documentation in Member's possession or control. For twenty (20) days after the end of the Term, as applicable, Company will make the Member Data available to Member through the Services on a limited basis solely for purposes of Member retrieving the Member Data, unless Company is instructed by Member to delete such data before that period expires. After such period, Company will discontinue all use of Member Content and destroy all copies of Member Content in its possession, except as permitted by applicable law or as required to be retained for Company's data archives. Sections 1, 2.3, 3, 4.4, 5.1, 5.3, 5.4, 5.5, 6.3, 7, 8, 9, and 10 will survive any termination or expiration of this Agreement.

6. PROPRIETARY RIGHTS

6.1 Member. As between the parties, Member owns all right, title, and interest in and to Member Data and Member Datasets, including all intellectual property rights therein. Any rights not expressly granted to Company hereunder are reserved by Member and its suppliers. Company is not obligated to back up any Member Data; the Member is solely responsible for creating backup copies of any Member Data at Member's sole cost and expense. Member will have the ability, during the Term, to export the Member Data out of the Services and is encouraged to make its own backup copies of the Member Data. Member is solely responsible for all Member Data, including, without limitation, the accuracy, quality, integrity, legality, reliability, and appropriateness of all Member Data. Member will obtain all third-party licenses, consents, and permissions needed for Company to use the Member Data as contemplated by this Agreement and for Member to grant the rights granted herein to the Member Data. Member acknowledges and agrees that the purpose of the Services is for Member to be able to offer and monetize all or part of the Member Datasets through Dataset Transactions, wherein the terms of such Dataset Transactions shall be mutually agreed to by the parties in writing under separate agreement. For the avoidance of doubt, the parties agree that, unless otherwise agreed to by the parties in writing, Company shall have no access or other right or interest in or to the Member Dataset and no other obligations to Member with respect to the Member Dataset.

6.2 Company Technology. The Software, Services, Content, and Documentation, and all worldwide intellectual property rights in each of the foregoing, and all additions and modifications to each of the foregoing, are the exclusive property of Company and its suppliers. Any rights not expressly granted to Member hereunder are reserved by Company and its suppliers.

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6.4 The names "AI Data CO-OP" and "AIDC", and the domain aidatacoop.com, together with all associated logos and goodwill, are the exclusive property of AIDC Inc. ("Company"). Nothing in this Agreement grants Member any right, title, or interest in any of the foregoing.

6.5 Usage Data. Member acknowledges and agrees that, during the Term, Company may collect Usage Data. As between the parties, Company owns all right, title, and interest in and to the Usage Data, including all intellectual property rights therein. Company may aggregate, use and disclose (in a manner that does not identify Member or any User) Usage Data, both during and after the Term, in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Company's products, services, systems, and algorithms.

6.6 Feedback. Member hereby grants to Company a fully-paid, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into Company's products and services any suggestions, enhancement requests, recommendations or other feedback provided by Member, including Users, relating to the Services. Company will not identify Member as the source of any such feedback.

7. WARRANTY; DISCLAIMERS

7.1 Limited Warranty. Company represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. Provided that Member notifies Company in writing of the breach within thirty (30) days following performance of the defective Services, specifying the breach in reasonable detail, Company will, as Member's sole and exclusive remedy, for any breach of the foregoing, re-perform the Services which gave rise to the breach or, at Company's option, refund the Fees paid by Member for the Services which gave rise to the breach. Company further warrants to Member that the Services will operate free from Errors during the Term, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (a) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (b) any use of the Services in combination with other products, equipment, software, or data not supplied or approved in writing by Company; or (c) any modification of the Services by any person other than Company or its authorized agents or subcontractors. Provided that Member

notifies Company in writing of any breach of the foregoing warranty during the Term, Company will, as Member's sole and exclusive remedy, provide the support described in Section 2.4.

7.2 Member Warranties. Member represents and warrants that: (a) the Member Descriptions are true, accurate, current and complete, (b) it has obtained and will maintain throughout the Term, all rights, licenses, consents, and permissions to make available the Member Data to Company, Dataset License Purchasers and Data Partners on the Services and to authorize Company to use it as contemplated by this Agreement and the licenses in Section 3.2; (c) it has and will continue to submit, use and share all Member Data in accordance with all applicable laws, including without limitation any applicable privacy laws;; and (d) it will use the Services in accordance with all applicable laws, rules, and regulations.

7.3 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, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY IS NOT RESPONSIBLE FOR ERRONEOUS DATA INTRODUCED BY MEMBER OR THIRD PARTIES, AND MEMBER ACKNOWLEDGES AND AGREES THAT ERRORS ORIGINATING FROM MEMBER OR FROM THIRD-PARTY DATA SHALL NOT BE CONSIDERED BREACHES OF COMPANY'S WARRANTY OBLIGATIONS. ANY CONTENT, INCLUDING PROVIDER DIRECTORIES, AND ANY OTHER DATA OR INFORMATION THAT MEMBER OBTAINS FROM THE SERVICES OR SERVICES IS FOR INFORMATIONAL AND GENERAL REFERENCE PURPOSES ONLY. COMPANY DOES NOT PROVIDE ANY ADVICE OR QUALIFICATION CERTIFICATION WITH RESPECT TO ANY PARTICIPANT IN THE AIDC. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8. INDEMNIFICATION

8.1 Claims Against Member. Company shall defend any claim, suit, or action against Member brought by a third party to the extent based on an allegation that the Software infringes any U.S. intellectual property rights of such third party (each, a "Member Claim"), and Company shall indemnify and hold Member harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "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 Company in writing of such Member Claim; (b) giving Company sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Company's request and expense, assisting in such defense. In the event that the use of the Services is enjoined or in Company's opinion is likely to be enjoined or the subject of an infringement claim, Company may, at its option and at its own expense either (i) procure for Member the right to continue using the Services, (ii) replace the Software with a non-infringing but functionally equivalent product, (iii) modify the Software so it becomes non-infringing or (iv) terminate this Agreement and refund the amounts Member paid for access to the Services that relate to the period during which Member was not able to use the Services. Notwithstanding the foregoing, Company will have no obligation under this Section 9.1 with respect to any infringement claim based upon: (1) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (2) any use of the Services in combination with products, equipment, software, or data not supplied or approved in writing by Company or if such infringement would have been avoided without the combination with such other products, equipment, software, or data; or (3) any modification of the Services by any person other than Company or its authorized agents or subcontractors. This Section 7.1 states Company's entire liability and Member's sole and exclusive remedy for infringement claims or actions.

8.2 Claims Against Company. Member shall defend, any claim, suit, or action against Company brought by a third party to the extent that such claim, suit or action is based upon Member's breach of its warranties or any act or omission of Member or its authorized Users, the Member Data or Member Datasets, or otherwise related to any transaction between Member and a Dataset License Purchaser or Data Partner ("Company Claim") and Member shall indemnify and hold Company harmless, from and against Losses that are specifically attributable to such Company Claim or those costs and damages agreed to in a settlement of such Company Claim. The foregoing obligations are conditioned on Company: (a) promptly notifying Member in writing of such Company 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.

9. 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 NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY MEMBER TO COMPANY UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO SUCH LIABILITY. THE

LIMITATION OF LIABILITIES SET FORTH HEREIN SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS, TO LIABILITY ARISING FROM MEMBER'S BREACH OF THE LICENSE GRANT, OR TO LIABILITY ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR VIOLATION OF LAW.

10. CONFIDENTIALITY

10.1 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. Company's Confidential Information includes Software and Documentation. Member's Confidential Information includes Member Data.

10.2 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 Users (with respect to Member) those of its employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement (with respect to Company) and who are, in each case, under subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 11. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Recipient shall use commercially reasonable data security measures to prevent unauthorized access to Discloser's electronically stored or processed data. 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 that Recipient does not have a continuing right to use under this Agreement, and Recipient will, upon request, certify to Discloser its compliance with this sentence. The foregoing will not apply to Member Data, which will be returned or destroyed pursuant to Section 5.4.

10.3 Exceptions. Recipient shall have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (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 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 or use of Confidential Information. 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.

11. GENERAL

11.1 Independent Contractor. Company's relationship to Member is that of an independent contractor, and neither Member nor Company 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.

11.2 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 a party 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.

11.3 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, earthquake, fire, flood, embargo, pandemic, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or war.

11.4 Notices. To be effective, notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail to the other party at the address for each party first set forth on the Order and will be effective upon receipt. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

11.5 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado 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 Denver, Colorado 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.

11.6 Bankruptcy. In the event of the commencement of a bankruptcy case or proceeding by or against Company under the United States Bankruptcy Code, as it may be amended or supplemented from time to time (the “Code”), Member will be entitled to retain all of its rights under this Agreement to any “intellectual property” (as defined in 11 U.S.C. § 101(35A)) licensed to it hereunder, if any. Without limiting the foregoing, the licenses and rights to the Software hereunder, if any, are “intellectual property” as defined in 11 U.S.C. § 101(35A) and, if Company files for bankruptcy, or if any action or proceeding under the Code is filed against Company, this Agreement will be governed by, and Member shall be entitled to the rights and protections provided pursuant to, 11 U.S.C. § 365(n), as the same may be amended or supplemented from time to time. Nothing in this provision will be deemed to grant to Member any rights in and to the Software greater than or for a term longer than provided in this Agreement.

11.7 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 4.1 or 11 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 any legal action is brought by a party 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.

11.8 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.

11.9 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.

11.10 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).

11.11 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.

11.12 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitute 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 Order, 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.

EXHIBIT A

Dataset Transaction Services Addendum

The following Dataset Transaction Services Addendum (this “Addendum”) governs the provision of the Transaction Services to Member. By accessing and using the Transaction Services, you agree to be bound by the terms of the Addendum as of the date you list your Member Dataset for monetization using the Transaction Services in the AIDC.

Company may modify the Addendum at any time by posting updated versions of the Addendum. Modifications become effective immediately upon your first access to or use of the Transaction Services after the “Last Updated” date at the top of the Agreement. Your continued access to or use of the Transaction Services after the modifications have become effective will be deemed your conclusive acceptance of the updated Addendum. If you do not agree with the modifications, you may not access or use the Transaction Services.

1. DEFINITIONS. Capitalized terms will have the meanings provided in the Agreement, or in the Section where they are first used.

2. SERVICES

2.1. Dataset Transaction Services. The Company’s Services provide the technology and processes to allow a Dataset Transaction between a Member and the Dataset License Purchaser for monetary compensation (collectively, the “Transaction Services”). Through the use of the Transaction Services, Member may enter into a Dataset Transaction with one or more Dataset License Purchasers pursuant to a separate agreement between the Member and each Dataset License Purchaser (the “Dataset Transaction Agreement”).

2.2. Dataset Transaction Fees. The pricing and Transaction Services solely relate to the Dataset Transaction and do not include any additional third-party costs or fees related to any electronic transfer of the Member Dataset itself that may be incurred related to the Data Transaction.

3. COMPANY OBLIGATIONS

3.1. Facilitate the transaction. Upon Member and Dataset License Purchaser entering into a Dataset Transaction Agreement, Company may use commercially reasonable efforts to assist the parties related to the access or transfer of the Member Dataset License to the Dataset License Purchaser through the platform or other agreed-to mechanism in accordance with the terms agreed to in the Dataset Transaction Agreement. The parties may engage Company to facilitate the physical transfer of data through providing the proper information upon completion of the Data Transaction, but it is the responsibility of the Member and Dataset License Purchaser to ensure and effectuate the transfer of or access to the Member Dataset upon completion of the Data Transaction.

4. MEMBER’S OBLIGATIONS

4.1. Member’s classification of Member Dataset. Member shall be responsible for designating the specific terms for the Dataset Transaction, including but not limited to:

4.1.1. Exclusive or non-exclusive license.

4.1.1.1. “Exclusive” means that the Member Dataset will only be licensed or sold to one Customer in total or in a designated use or industry and will not be sold to other entities in total or for such particular uses or industries. The exclusivity may be limited to a certain time period, as agreed to by the parties.

4.1.1.2. “Non-exclusive” means that the Member Dataset may be sold to multiple third-parties in total or within certain uses or industries.

4.1.2. One time use of, or a subscription use of the Member Dataset.

4.1.2.1. “One time use” means the current version of the Member Dataset is sold in its complete form with no access to updates.

4.1.2.2. “Subscription use” means the current Member Dataset is sold and updated will be provided based on the defined timeframe interval pursuant to a defined subscription fee as defined in the terms.

4.1.3. Other specific terms customizable through the Services.

4.2. Member Dataset Pricing. Member shall be responsible for setting the Member Dataset pricing for the Dataset Transaction through one of the available options on the Service.

4.2.1. Member may set its own price, where the Member enters a fixed price. If a Dataset License Purchaser desires to pay the fixed price for the Data Transaction, then no further Member approval is required.

4.2.2. Member may engage Company for additional consulting services to estimate a market price and provide related support services for an additional fee. Company may engage third party services, which may be paid an additional fee to estimate a price for the Dataset Transaction. This estimated price for the Dataset Transaction will then be presented to the Member and, if accepted, the Member Dataset will be listed at this price.

4.2.3. Member may list the Member Dataset on an exchange wherein Data License Purchasers may make a bid or propose a price for the Dataset Transaction (where Member may be required to pay an additional fee for offering the Member Dataset on the exchange). Company may use commercially reasonable efforts through partners and marketing contacts to achieve a preferred price for the Dataset Transaction through the Services. The Services may provide Members the opportunity to approve price offers for the Member Dataset.

4.3. **Accuracy of Description of Member Dataset.** Member represents and warrants that Member's provided description of the Member Dataset is materially accurate and complete. Member's breach of this warranty may require Member to refund a Dataset License Purchaser in total (including being responsible for paying Dataset License Purchaser back the Service Fee already paid to Company).

5. DATASET TRANSACTION FEES

5.1. **Dataset Transaction through the Services.** Each Dataset License Purchaser will pay Member a transaction fee for each Dataset Transaction between the Member and Dataset License Purchaser resulting in Dataset Sale Revenue. All Dataset Sale Revenue payments from Dataset License Purchaser related to a Dataset Transaction will be performed through Company's third-party payment processor associated with the Services. Member acknowledges and agrees that the third-party payment processor will automatically direct the Commission to Company, and the remainder of the Dataset Sale Revenue minus the Commission will be directed to Member's provided account.

5.2. **Support Service Fees.** Member and Company may enter into a separate agreement for Company to provide services to support the Data Transaction. Member shall pay Company any support service fees as mutually agreed to by the parties in a separate writing identifying a scope of support services and the respective service fees (the "Support Service Fee") for Company performing such support services.

6. PAYMENT

6.1. **Company Commission.** Service Fees will automatically be routed directly to Company by the third-party payment processor upon payment by the Dataset License Purchaser in accordance with Section 5.1.

6.2. **Support Service Fees.** Member will pay Company the Support Service Fee(s), as described in an such mutually agreed to written agreement. Company will issue an invoice monthly or as otherwise set forth in an Order Form, and Member will pay all undisputed portions of such invoice within thirty (30) days of the Customer's receipt of such invoice.

6.3. **Costs, Expense, and Tax Obligations.** Each party shall be responsible for its own costs, expenses, and taxes with respect to its performance of obligations and transactions under this Agreement. Company will provide Member with applicable tax ID, tax or other forms, documents, or certifications as may be required by applicable law for Member to satisfy any tax information reporting and/or withholding tax obligations with respect to any payments hereunder.

6.4. **Payments Final.** Member will not be entitled to any refunds or reimbursement of any Dataset Transaction Fees or any Support Service Fees paid to Company.

7. TERM AND TERMINATION

7.1. **Term.** The initial term of this Addendum will commence on the date that Member lists one or more Member Dataset(s) for monetization through the Transaction Services and will continue for as long as the Agreement is in place, or this Addendum is terminated in accordance with its terms.

7.2. **Termination for Convenience.** Either party may terminate this Addendum in whole or in part at any time for any reason on fifteen (15) days written notice to the other party.

7.3. **Termination for Cause.** Either party may terminate this Addendum at any time, by giving written notice to the other party, upon the occurrence of any of the following events:

- (a) a party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the other party with respect to such breach; or
- (b) any act, determination, filing, judgment, declaration, notice, appointment of receiver, liquidator, examiner or trustee, failure to pay debts, or other events under any law applicable to a party indicating the insolvency or bankruptcy of such party.

7.4. **Rights and Duties on Termination.** Upon termination of this Addendum, Member shall cease using the Transaction Services and shall pay Company any outstanding Fees for any completed or pending Dataset Transactions.

7.5. Survival. The rights and obligations of the parties contained in Sections 4.3. and 7.4 will survive the termination or expiration of this Agreement.