

## AIQ END USER LICENCE AGREEMENT

### 1 Scope

**1.1 Terms and Conditions.** This End User Licence Agreement (the “**EULA**”) sets forth the terms and conditions applicable to the licensing of Product from the licensor (“**AIQ**”) by the Party subscribing to the Product (the “**Customer**”), which is made available as a SaaS Service on the AWS Marketplace or any other online marketplace and deployed on the AWS Cloud or any other cloud computing service selected by the Customer. This EULA only applies if the Product is expressly offered pursuant to the EULA. The offer of Product pursuant to this, and the Customer’s purchase of the corresponding Subscription, constitutes each Party’s respective acceptance of this EULA and their entry into this Agreement (defined below). Unless defined elsewhere in this EULA, terms in capital letters have the meanings set forth in Section 12. The Customer and AIQ may be referred to collectively as the “**Parties**” or individually as a “**Party**”.

**1.2 Product Subscription.** AIQ will fulfil the Subscription to the Customer. A Subscription, as described in the applicable Product Listing and the corresponding purchase transaction, may be for Product deployed via SaaS Service through the AWS Cloud or any other cloud computing service selected by the Customer. The pricing and term (if not on demand) are set forth in the Product Listing. Additional information concerning the Product and included services that is included or referenced in the Product Listing is a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography), information regarding Open Source Software and description of AIQ’s security practices.

**1.3 Agreement.** Each Subscription is subject to and governed by this EULA, the applicable Product Listing and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between the Customer and AIQ (the “**Agreement**”). Each Subscription is a separate agreement between the Customer and AIQ. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) the Product Listing; and (c) this EULA.

### 2 Licenses

#### 2.1 Licensed Materials.

**2.1.1** AIQ hereby grants to the Customer during the term of the Subscription, subject to Section 2.1.2, a nonexclusive, worldwide (subject to Section 12.3 **Error! Reference source not found.**), non-transferable, non-terminable (except as provided in Section 10) license under all Intellectual Property Rights in and to the Product, or the applicable



Product component, to access and use the Product via the SaaS Service and to allow its Authorised Users to access and use the Product, or the applicable Product component, and SaaS Service, in accordance with the Product Listing and the usage purchased in the Subscription.

2.1.2 The Customer may use the Product only:

- (a) in support of the internal operations of the Customer's and its Affiliates' business(es) or organization(s);
- (b) in connection with the Customer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of the Customer or its Affiliates);
- (c) and/or in connection with the Customer's and its Affiliate's interactions with Authorised Users.

2.1.3 The Customer may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the rights granted under this Agreement, provided that the Customer includes all proprietary legends and other notices on all copies. AIQ retains all rights not expressly granted to the Customer under this Agreement.

2.2 **Affiliates and Contractors.** With respect to Affiliates and Contractors that the Customer allows to use the Licensed Materials: (a) the Customer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) the Customer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by the Customer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by the Customer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through the Customer will be deemed the act or omission of the Customer.

2.3 **Restrictions.** Except as specifically provided in this Agreement, the Customer and any other Authorised User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Applicable Laws, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

- 2.4 **Open Source Software.** The Product may contain or be provided with Open Source Software. If the Customer's use of the Product subjects the Customer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of this Agreement apply to Open Source Software (a) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, (b) and except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.
- 2.5 **No Additional Terms.** No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on the Customer or its Authorized Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by the Customer in their entirety. For clarity, the Product Listing and or Documentation are not Additional Terms subject to this Section.
- 2.6 **High-Risk Activities.** The Product is not designed or developed for use in high-risk environments, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems ("**High Risk Activities**"). The Customer will not use the Product for High Risk Activities.
- 3 **Services**
- 3.1 **SaaS Service.** AIQ will provide the Product to the Customer as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. AIQ will provide the Customer all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service as set forth in the Product Listing.
- 3.2 **Support Services.** AIQ will make available to the Customer, Documentation concerning the use and operation of the Product, and AIQ will provide Support Services to the Customer as described, incorporated or referenced in the Product Listing.
- 4 **Intellectual Property Rights.**
- 4.1 **Licensed Materials.** Subject to the licenses granted herein, AIQ will retain all right, title and interest it may have in and to the Licensed Materials, including all Intellectual Property Rights therein. Nothing in this Agreement will be construed or interpreted as granting to the Customer any rights of ownership or any other

proprietary rights in or to the Licensed Materials or any Intellectual Property Rights therein.

- 4.2 **Feedback.** The Customer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services (“**Feedback**”), provided however, that Feedback does not include any Intellectual Property Rights of the Customer or the Customer’s Affiliates or any the Customer Data or the Customer Materials. AIQ may use and incorporate Feedback in AIQ’s products and services without compensation or accounting to the Customer, provided that neither AIQ nor its use of the Feedback identifies the Customer as the source of such Feedback. Feedback is not confidential to the Customer. The Customer will have no obligation to provide Feedback, and all Feedback is provided by the Customer “as is” and without warranty of any kind.

## 5 **Warranties**

- 5.1 **Support Services.** AIQ warrants that any Support Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with the Product Listing and Documentation.

### 5.2 **Disclaimer of warranty.**

- 5.2.1 Except for the warranties expressly set out in this Agreement, the Product and the Services are provided “as-is” and AIQ makes no representation, or warranty of any kind, express or implied, as to the condition, character, quality, accuracy, nature, timeliness, capability, performance, security, availability, suitability, or any other characteristic of the Product or the Services or any portion thereof. To the fullest extent permitted by law, AIQ hereby disclaims all warranties, conditions and covenants (express or implied) with respect to the Product and Services, including: (a) any implied warranty, condition or covenant of merchantability or fitness for a particular purpose; (b) any implied warranty condition or covenant arising from any course of dealing, course of performance or usage of trade; or (c) any warranty, condition or covenant that any of the Services will be secure or error-free, will meet the Customer’s requirements, will contain any particular features or functionality, will perform in a particular or generate particular results or values, will always be available, accessible, uninterrupted, timely, secure, operate without error or that AIQ will correct all Product or Service defects or errors.
- 5.2.2 The Customer acknowledges and agrees that (a) the Product may contain a number of analytical tools that should only be used by sophisticated professionals having professional experience in matters relating to modelling activity and the use of artificial intelligence tools; and (b) there is no representation or guarantee made by AIQ that the results of the Product or Services (including any AI models) will be accurate or produce

the desired results or expected outcomes. In no event will AIQ be deemed to be providing any advisory Service of any kind. As such, the Customer acknowledges that the Product and Services are only intended to act as a basic information and intelligence tool and for the avoidance of doubt, none of the information and material forming part of the Product or Services (including but not limited to, any data) is intended to constitute a recommendation to make (or refrain from making) any kind of decision.

**5.3 Third party warranties.** Warranties for third-party software will be governed by the applicable end user licence agreement. AIQ is not responsible for any issues related to the performance, operation or security of the Product or Services that arise from Customer Data or third party services or any other services provided by a third party to the Customer.

**5.4 Compliance with Applicable Laws.** Each Party represents and warrants that it will comply with all Applicable Laws which are applicable to such Party in its performance under this Agreement.

**5.5 Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

## **6 Confidentiality**

**6.1 Confidential Information.** "Confidential Information" means any non-public information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and Authorised User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure,

from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Intellectual Property Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of AIQ.

6.2 **Obligations.** Each Party acknowledges that Confidential Information of the other is valuable to it and, shall (and, the case of the Customer shall procure that its Authorised Users shall): (a) subject to Section 6.3, hold Confidential Information in strict confidence and shall not disclose, copy, reproduce or distribute any Confidential Information or otherwise make Confidential Information available to any person without the written consent of the Disclosing Party; (b) use Confidential Information solely for the purpose of the fulfilling its obligations under this Agreement and not for any other purpose; and (c) keep Confidential Information securely and properly protected against theft, damage, loss and unauthorised access (including access by electronic means) and shall use the degree of care which is equivalent to the standard it would use in protecting its own Confidential Information (but in no event using less than reasonable care and skill). Each Party shall notify the other immediately upon becoming aware that any of the Confidential Information has been (or is likely to be) disclosed to, or obtained by, a third party (otherwise than as permitted by this Agreement) and shall take such steps as may reasonably be necessary to mitigate any adverse effect of such disclosure on the other Party, or an Affiliate thereof.

6.3 **Permitted Disclosure.** Each Party may disclose the other Party's Confidential Information:

6.3.1 to those persons who have the need to access the Confidential Information for such Party to perform its obligations under this Agreement, provided that such persons to whom Confidential Information is disclosed are bound by confidentiality obligations which are no less stringent than those contained in this Section 6;

6.3.2 to the extent necessary to enforce this Agreement in proceedings (or defence to such proceedings), provided that such Party uses commercially reasonable efforts to: (a) disclose only that part of the Confidential Information as is reasonably necessary for its enforcement of this Agreement (or defence to such proceedings); (b) disclose only to those persons reasonably necessary for its enforcement of this Agreement in such proceedings (or defence to such proceedings); and (c) cooperate with the other Party to obtain a protective order or similar device to maintain the confidential status of the Confidential Information; and

6.3.3 to the extent required by Applicable Laws or requirement of a Governmental Authority, provided that such Party uses commercially

reasonable efforts to: (a) provide the other Party with prompt notice of such requirement in order to enable such Party to: (i) seek an appropriate protective order (or equivalent remedy); and / or (ii) consult with such Party with respect to taking steps to resist or narrow the scope of such requirement (in each case to the extent permitted by Applicable Laws); and (b) disclose only that part of the Confidential Information as is required if such protective order or other remedy is not obtained.

- 6.4 **AIQ Permitted Disclosures.** AIQ may disclose the Customer's Confidential Information to its (and its Affiliates') legal counsel, auditors, insurers, accountants or other operational advisers for the purposes of reporting to or seeking advice. In such circumstances, AIQ shall ensure, to the extent it is able to do so, that every person to whom disclosure is made are bound by confidentiality obligations which are no less stringent than those contained in this Section 6.

## 7 **Additional SaaS Service Obligations and Responsibilities**

**This Section 7 applies to Subscriptions for Product, or a component of a Product, deployed via SaaS Service only.**

### 7.1 **Acceptable Use; Restrictions on Sensitive Information**

- 7.1.1 The Customer will not access and/or use the Product or SaaS Service: to (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor's system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor's systems or networks or otherwise attempt to gain unauthorised access to the Product or AIQ's systems or networks.
- 7.1.2 The Customer will not use the SaaS Services to store or process Highly Sensitive Information unless AIQ specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. **"Highly Sensitive Information"** means, for purposes of this Agreement: (a) special categories of data enumerated in applicable Data Protection Laws; and (b) other information subject to additional protections or regulation under Applicable Laws. AIQ shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by AIQ to be used with Highly Sensitive Information.
- 7.1.3 AIQ may suspend the Customer's or an Authorised User's right to access or use any portion or all of the SaaS Service immediately upon notice to the Customer: (a) if AIQ, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) the Customer or



an Authorised User's use of the SaaS Service poses a material risk to the security or operation of AIQ's systems, the SaaS Service or the systems or data of any other customer, or (ii) the Customer or an Authorised User's use of the SaaS Service violates this Section 7.1 or is illegal or fraudulent; or (b) the Customer fails to pay any undisputed amounts within 30 days after notice of past due amounts. To the extent reasonably practicable, AIQ will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. AIQ will promptly restore the SaaS Service to the Customer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

## **7.2 Customer Data and the Customer Materials**

- 7.2.1 The Customer is and will continue to be the sole and exclusive owner of all the Customer Materials, the Customer Data and other Confidential Information of the Customer, including all Intellectual Property Rights therein. Nothing in this Agreement will be construed or interpreted as granting to AIQ any rights of ownership or any other proprietary rights in or to the Customer Data and the Customer Materials.
- 7.2.2 The Customer warrants that it (a) will obtain and maintain all necessary consents, authorizations and rights (in accordance with Applicable Laws and any requirements of a Governmental Authority); and (b) will provide all necessary notices and disclosures in order to provide the Customer Data to AIQ and for AIQ to use the Customer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom the Customer shares or permits access to the Customer Data.
- 7.2.3 The Parties agree that the Customer Data and the Customer Materials are Confidential Information of the Customer. The Customer hereby grants to AIQ a nonexclusive, non-transferable (except in connection with an assignment permitted under Section 11.2), revocable license, under all Intellectual Property Rights, to reproduce and use the Customer Materials and the Customer Data solely for the purpose of, and to the extent necessary for, performing AIQ's obligations under this Agreement. In no event will AIQ access, use or disclose to any third party any Customer Data or any Customer Materials for any purpose whatsoever other than as necessary for the purpose of providing the Product and Services to the Customer and performing its obligations under this Agreement. AIQ will not aggregate, anonymize or create any data derivatives of the Customer Data other than as necessary to provide the Product or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.



7.2.4 The Customer will have full access to, and has the right to review and retain, the entirety of the Customer Data contained in the Product. At no time will any computer or electronic records containing the Customer Data be stored or held in a form or manner not readily accessible to the Customer through the ordinary operation of the Product. AIQ will provide to the Customer all passwords, codes, comments, keys and documentation necessary for such access and use of the Product, and the Customer will be entitled to delete, or have AIQ delete, the Customer Data as expressly specified by the Customer.

7.3 **Customer Data back-up.** AIQ is not responsible for the loss or destruction (or for the backup of) any Customer Data or results. The Customer acknowledges that data conversion, processing and manipulation are subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. The Customer is solely responsible for independent backup of data generated or stored by the Product. The Customer is responsible for adopting measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

7.4 **System Data.** To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with the Customer, its Affiliates, Authorised Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of the Customer or any device as originating through or interacting with the Customer or its Affiliates (“**Identifiable System Data**”), AIQ may only collect and use Identifiable System Data internally to administer, provide and improve the Product and Services as a generally available service offering, to identify opportunities for the Customer to optimize its use of the Product, including the provision of additional training, and to identify to the Customer complementary uses of AIQ’s other products and services. AIQ will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, the Customer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with the Customer and its Affiliates. AIQ will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient’s relationship with the Customer or any of its Affiliates or the intended recipient being in same industry or market as the Customer or any of its Affiliates. AIQ will not use or disclose any Identifiable System Data for any other purpose unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

- 7.5 **Use of Other Data.** Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) AIQ's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with: (i) the Customer, its Affiliates, Authorised Users, customers, suppliers or other persons interacting with the Customer and its Affiliates or any Confidential Information of the Customer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Product as originating through the Customer or its Affiliates or interacting with the Customer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.
- 7.6 **Security; Breach Notification.** AIQ will comply with the security practices (if any) incorporated or referenced in the Product Listing and Documentation for the Product, provided however that at all times AIQ will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of the Customer Data; and (b) to maintain the availability and integrity of the Customer Data and to protect the Customer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. AIQ will inform the Customer promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any the Customer Data (a "**Security Incident**"), provided that such notification is not prohibited by Applicable Laws. AIQ will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of the Customer Data. At the Customer's request and cost, AIQ will reasonably cooperate with the Customer in complying with its obligations under Applicable Laws pertaining to responding to a Security Incident. AIQ's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by AIQ of any fault or liability with respect to the Security Incident.
- 7.7 **Third Party Agreements.** The Customer agrees to comply with and execute (to the extent applicable) any third party agreements, including but not limited to end user licence agreements, terms of service, intellectual property restrictions and privacy policies.
- 7.8 **Data Protection**
- 7.8.1 **Access to Customer Data by third parties.** The Customer expressly acknowledges that AIQ may provide its Subcontractors and third party service providers with access to Customer Data and the Customer's Intellectual Property Rights for the purpose of providing the Product and/or Services and otherwise fulfilling AIQ's obligations under this Agreement. Where AIQ provides such third parties with access to Customer Data, AIQ will ensure that those third parties are bound by

confidentiality and security obligations as least as stringent as those contained in this Agreement.

**7.8.2 Data Protection.** Each Party will comply with all Data Protection Laws applicable to the performance of their respective obligations under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations. Without limiting the generality of the foregoing, if AIQ is collecting or furnishing Personal Data to the Customer or if AIQ is processing, storing or transferring Personal Data on behalf of the Customer, then AIQ and the Customer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with the applicable Data Protection Laws.

**7.8.3 Processor Obligation.** With respect to any Personal Data processed under this Agreement, AIQ shall:

- (a) subject to the applicable Data Protection Laws, process Personal Data solely for the purpose of providing the Product and Services and at all times in accordance with the Customer's instructions;
- (b) implement appropriate technical and organisational measures to protect against Personal Data breaches and promptly notify the Customer of any Personal Data breach that might impact Customer Data; and
- (c) without unreasonable delay, notify the Customer of any request, notice or other communication from any data subject or Governmental Authority relating to Personal Data.

## 8 Limitations of Liability

**8.1 Exclusions from Limitation of Liability.** Nothing in this Agreement shall limit either Party's liability to the other Party for fraud or fraudulent misrepresentation or anything else which cannot be excluded or limited under Applicable Laws.

**8.2 Exclusion for Consequential and Indirect Damages.** To the extent permitted under Applicable Laws, under no circumstances will either Party or its Affiliates be liable (whether in contract, tort, breach of statutory duty or otherwise) for any loss of profits, loss of opportunity, loss of revenue, economic loss, loss of data or business interruption, replacement software or services, loss of goodwill or reputation (whether direct or indirect) or any indirect, incidental, special, consequential or exemplary loss or punitive damages relating to the Product and/or Services or otherwise arising out of or in connection with this Agreement, each of which (however caused) is excluded by agreement of the Parties regardless of whether

such losses and / or damages were foreseeable or whether the other Party has been advised of the possibility of such damages.

8.3 **Limitation of Liability.** Subject to Sections 8.1 and 8.2, in no event shall the aggregate liability of AIQ and its Affiliates arising out of or related to this Agreement or the Product or Services (whether in contract, tort, breach of statutory duty or otherwise) exceed one hundred percent (100%) of the total fees paid under this Agreement for the Product or Services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

8.4 **Insurance.** AIQ has obtained insurance cover in respect of its own legal liability for individual claims under this Agreement. The limits and exclusions in this Section 8 reflect the insurance cover that AIQ has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

## 9 **Indemnification**

9.1 **AIQ Indemnity.** AIQ shall defend the Customer against any claim brought against the Customer by a third party alleging that the Product infringes or misappropriates such third party's Intellectual Property Rights (a "**Customer Claim**") and will indemnify the Customer from any damages, liabilities, costs and expenses finally awarded against the Customer (or for amounts paid by the Customer under a settlement approved by AIQ in writing) as a result of any Customer Claim, provided that the Customer: (a) promptly (and in any event no later than 30 (thirty) days after the Customer becomes aware of the Customer Claim) gives AIQ written notice of the Customer Claim; (b) gives AIQ sole control of the defence and settlement of the Customer Claim; and (c) gives AIQ all reasonable assistance, information and authority it requests in respect of the defence and / or settlement of such Customer Claim. In the event that some or all of the Product is held or is reasonably believed by AIQ to infringe or misappropriate any third party's Intellectual Property Rights, AIQ may in its discretion: (i) modify or replace the Product so it no longer infringes or misappropriates, (ii) obtain a license for the Customer's continued use of the Product; or (iii) require return of the affected Product and all rights thereto from the Customer. If AIQ exercises option (iii), either party may terminate this Agreement upon ten (10) days' written notice given within thirty (30) days after AIQ's exercise of such option.

9.2 **No Indemnification.** AIQ's defence and indemnification obligations do not apply to the extent that: (a) the allegation does not state with specificity that the Product is the basis of the Customer Claim; (b) the Customer Claim arises from the use or combination of the Product (or any part thereof) with software, hardware or data not provided by AIQ, if the Product or use thereof would not infringe without such combination; (c) the Customer alters the Product or uses it outside the scope of the licences granted by AIQ under this Agreement; (d) the Customer uses a version of the Product which has been superseded, if the infringement claim could have been avoided by using the most recent version of the Product which was made available

to the Customer; or (e) a Customer Claim arises from Customer Data, third party services or the Customer's breach of this Agreement or use of the Product in a manner prohibited or contrary to the Documentation. Notwithstanding anything to the contrary in this Agreement, in no event shall AIQ's liability under Section 9.1 exceed one hundred percent (100%) of the total fees paid under this Agreement for the Product or Services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

- 9.3 **Indemnification by the Customer.** The Customer shall indemnify AIQ and its Affiliates against all losses, damages, penalties, costs and expenses arising out of or in connection with any claim: (a) made or brought against AIQ by a third party alleging that any Customer Data or Customer Material infringes or misappropriates any third party's Intellectual Property Rights; or (b) arising from Customer's use of the Product or Documentation in an unlawful manner or in violation of this Agreement (including in breach of the Product Listing) (each an "**AIQ Claim**"). AIQ shall: (i) promptly give the Customer written notice of the AIQ Claim; (ii) give the Customer sole control of the defence and settlement of the AIQ Claim; and (iii) give the Customer all reasonable assistance, information and authority it requests in respect of the defence and / or settlement of such Customer Claim.

## 10 **Term and Termination**

- 10.1 **Term.** This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.
- 10.2 **Termination by AIQ.** AIQ may terminate the Subscription or this Agreement by giving written notice to the Customer: (a) immediately if the Customer becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against the Customer under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for the Customer are commenced, or if Customer ceases or threatens to cease to carry on business; and / or (b) immediately if the Customer commits a material breach of this Agreement that cannot be remedied or, if it is capable of remedy, that has not been remedied within 30 days of receiving notice of the breach from AIQ; or (c) for convenience by giving not less than 60 days' written notice to the Customer.
- 10.3 **Termination by the Customer.** If AIQ commits a material breach of this Agreement that cannot be remedied or, if it is capable of remedy, that has not been remedied within 30 days of receiving notice of the breach from the Customer, the Customer may terminate the Subscription or this Agreement immediately by giving written notice to AIQ.

## 10.4 Consequences of Termination

- 10.4.1 Upon termination or expiration of the Subscription or this Agreement the Customer shall:
- (a) immediately pay to AIQ all unpaid amounts due under this Agreement and/or any Subscription;
  - (b) immediately cease (and cause all Authorised Users to cease using) the Product (and all rights granted under this Agreement shall cease);
  - (c) promptly, and in any event no later than thirty (30) days following the date of such termination, (unless otherwise instructed by AIQ under Section (d) below) return all copies of the Documentation, Product (whether modified or unmodified), and other all other material associated with the Services furnished to the Customer, including all AIQ Confidential Information;
  - (d) at AIQ's request, promptly destroy all copies of the Documentation, Product (whether modified or unmodified), and all other material associated with the Services furnished to the Customer, including all AIQ Confidential Information; and
  - (e) certify to AIQ in writing that the Customer has complied fully with the requirements of this Section 10.4.1.
- 10.4.2 In the event of any termination of this Agreement pursuant to Section 10.2(c), the Customer shall be entitled to obtain a refund of any fees paid by the Customer in respect of the unperformed portion of the Subscription and any Services which have not been performed by AIQ in accordance with the terms of this Agreement.
- 10.4.3 Upon termination or expiration of the Subscription or this Agreement, the Customer's right to use the Product licensed under such Subscription will terminate, and the Customer's access to the Product and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by the Customer from AIQ will not terminate or modify any other Subscription purchased by the Customer from AIQ.
- 10.4.4 Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of any SaaS Service Subscription for any reason and on the Customer's written request at any time before termination or expiration, AIQ will extract from the Product and return to the Customer all the Customer Data, or if the Customer is able directly to retrieve or delete the Customer Data using the SaaS Service, then for a

period of 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of this Agreement for any reason, the Customer may retrieve or delete the Customer Data itself with support from AIQ as reasonably requested by the Customer. If the Customer retrieves or deletes the Customer Data itself, AIQ will assist the Customer, as reasonably requested by the Customer, in validating whether the retrieval or deletion was successful. the Customer Data must be provided or extractable in a then-current, standard non-proprietary format. Notwithstanding anything herein to the contrary, AIQ's duty to return or enable the Customer's retrieval or deletion of the Customer Data pursuant to this Section 10.4.4 may be delayed but will not be discharged due to the occurrence of any Force Majeure event. Following delivery to the Customer of the Customer Data and the Customer's confirmation thereof, or the Customer's retrieval or deletion of the Customer Data and AIQ's validation thereof or expiration of the applicable period, whichever is soonest, AIQ may, and within a reasonable time thereafter will, permanently delete and remove the Customer Data (if any) from its electronic and hard copy records and will, upon the Customer's request, certify to such deletion and removal to the Customer in writing. If AIQ is not able to delete any portion of the Customer Data or the Customer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

- 10.4.5 Sections 4 (Intellectual Property Rights), 6 (Confidentiality), 7.2.1 (the Customer Data and the Customer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.2 (Effect of Termination), 11 (General) and 12 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the non-use and non-disclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

## 11 General

### 11.1 Governing law and jurisdiction.

- 11.1.1 This Agreement and all contractual and non-contractual claims in connection with it shall be governed by and construed in accordance with English law.
- 11.1.2 The Parties shall attempt in good faith to amicably settle all Disputes. If the Dispute is not settled amicably within thirty (30) days from the date the Dispute is first notified in writing to the other Party, such Dispute shall



be referred to by any Party and finally resolved by arbitration in accordance with the rules of arbitration of the International Chamber of Commerce applicable at the time of conclusion of this Agreement (the “**Rules**”) by one (1) arbitrator to be appointed in accordance with the Rules. The seat of the arbitration shall be the Emirate of Abu Dhabi. The language to be used in the arbitral proceedings shall be the English language.

- 11.1.3 A Party may apply to any competent judicial authority for interim or conservatory relief. The application for such measures or the enforcement of such measures ordered by such judicial authority shall not be deemed an infringement or waiver of this Agreement to arbitrate and shall not affect the powers of the arbitrators.
- 11.1.4 The arbitration proceedings, including all documents, submissions, written and oral evidence, transcripts and correspondence used therein or relating thereto, as well as any order or award issued in connection therewith shall be strictly confidential (“**Confidential Arbitration Information**”). Notwithstanding this provision, but without prejudice to any other confidentiality obligation which may otherwise be applicable, either Party may disclose to a domestic court, for the purposes of setting aside and / or enforcement proceedings pending before such domestic court, any Confidential Arbitration Information, which it deems necessary for the purposes of those proceedings, after seeking an appropriate confidentiality order from such court, if available under Applicable Laws.
- 11.2 **Assignment.** The Customer shall not be permitted to assign, novate or otherwise transfer any of its rights or obligations under this Agreement to any third party without the written permission of AIQ, not to be unreasonably withheld.
- 11.3 **Entire Agreement.** This Agreement constitutes the whole and only agreement between the Parties relating to its subject matter and supersedes and excludes all prior agreements or arrangements made between them that relate to it. Each Party acknowledges and confirms that it has not entered into this Agreement on the basis of any representation, warranty, undertaking or other statement whatsoever, whether made negligently or innocently, by any person (whether a party or not) other than as expressly set out in this Agreement.
- 11.4 **Sanctions.** Each Party represents, warrants and undertakes that: (a) neither it nor its Affiliates or subcontractors, or any of its or their respective directors, officers, representatives, advisers, or agents is a Sanctions Target; and (b) neither it nor, to its knowledge (having conducted due and careful inquiry), its Affiliates or subcontractors, or any of its or their respective directors, officers, representatives, advisers, or agents has or will engage in any conduct that it can reasonably foresee may render it or any one of them a Sanctions Target.

- 11.5 **Compliance with International Trade Controls.** The Parties agree to comply with applicable Sanctions Laws in relation to the Agreement. If any of the Services under this Agreement involve Restrictively Controlled Items or otherwise requires a license, permit, or other authorisation from a Sanctions Authority to be furnished to or for the benefit of AIQ, the Customer shall, prior to the direct or indirect provision of the Restrictively Controlled Items to AIQ: (a) apply for and secure all necessary licenses, permits, or other authorisations from the relevant Sanctions Authority to allow the export, reexport, transfer, disclosure, or other release or provision of the Services to or for the benefit of AIQ; (b) provide written notice to AIQ of any end-user, end-use, or other applicable conditions issued by a Sanctions Authority as part of any necessary license, permit, or other authorisation received from the relevant Sanctions Authority; and (c) provide written notice to AIQ identifying all Restrictively Controlled Items.
- 11.6 **Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labour disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a “**Force Majeure Event**”). If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, the Customer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by the Customer to AIQ for such unperformed portion.
- 11.7 **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 11.8 **No Third-Party Beneficiaries.** Except as specified in Section 9 with respect to AIQ’s Affiliates, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 11.9 **Notices.** To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the EULA; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

- 11.10 **Non-waiver.** Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.
- 11.11 **Publicity.** Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.
- 11.12 **Relationship of Parties.** The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between the Customer and AIQ, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between the Customer and AIQ. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.
- 11.13 **Severability.** If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.
- 12 **Definitions**
- 12.1 **"Affiliate"** means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.
- 12.2 **"AIQ"** means Matrix JVCo Ltd trading as AIQ, a company duly organized and existing under the laws of the Abu Dhabi Global Market, Abu Dhabi, United Arab Emirates and having its principal postal address at 2410, Level 35, Al Sarab Tower, Al Maryah Island, Al Maryah Island, Abu Dhabi, United Arab Emirates.
- 12.3 **"Applicable Laws"** means any applicable national, federal, supranational, state, regional, provincial, local or other statute, law, ordinance, decree, ruling, regulation, rule, code, guidance, order, measure, published practice or concession, determination, judgment, requirement or decision of a Governmental Authority.
- 12.4 **"Authorised User"** means the Customer, its Affiliates and any person or software program or computer systems authorized by the Customer or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of the Customer or its Affiliates.

- 12.5 **“AWS Cloud”** means the cloud computing service operated by Amazon Web Services, Inc.
- 12.6 **“AWS Marketplace”** means the marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.
- 12.7 **“Contractor”** means any third party contractor of the Customer or other third party performing services for the Customer, including outsourcing suppliers.
- 12.8 **“Customer Data”** means all data, records, files, information or content, including text, sound, video, images and software, that is: (a) input or uploaded by the Customer or its Authorised Users to or collected, received, transmitted, processed, or stored by the Customer or its Authorised Users using the Product or SaaS Service in connection with this Agreement; or (b) derived from (a). The Customer Data is Confidential Information of the Customer.
- 12.9 **“Customer Materials”** means any property, items or materials, including the Customer Data, furnished by the Customer to AIQ for AIQ’s use in the performance of its obligations under this Agreement.
- 12.10 **“Data Protection Laws”** means all Applicable Laws relating to the processing of Personal Data and the protection of privacy.
- 12.11 **“Dispute”** means any dispute, controversy or claim arising out of or in connection with the conclusion, validity, effect, interpretation, performance, termination or dissolution of this Agreement and / or any non-contractual obligations arising out of or in connection with this Agreement.
- 12.12 **“Documentation”** means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that AIQ publishes or provides under this Agreement.
- 12.13 **“Entitlement Pricing”** means any Subscription pricing model where the Customer purchases a quantity of usage upfront, include prepaid and instalment payment pricing models.
- 12.14 **“Export Control Laws”** means any law, regulation, order, directive, or guidance (with the effect of law) imposed by a Sanctions Authority that applies to the export, reexport, transfer, disclosure, or other release or provision of Regulated Items or services, including without limitation, controls administered pursuant to the U.S. Export Administration Regulations (15 C.F.R. parts 730-774) and EU and EU Member State export controls administered pursuant to Regulation (EU) 2021/821.

- 12.15 **“Governmental Authority”** means any national, federal, supranational, state, regional, provincial, local or other government, government department, ministry, governmental or administrative authority, council, regulator, agency, commission, secretary of state, minister, court, tribunal, judicial or arbitral body, recognized stock exchange or other financial market infrastructure body or any other person exercising judicial, executive, interpretative, enforcement, regulatory, investigative, fiscal, taxing or legislative powers or authority anywhere in the world with competent jurisdiction.
- 12.16 **“Intellectual Property Rights”** means all rights, title and interest (anywhere in the world, whether statutory, common law or otherwise) relating to, arising from, or associated with, intellectual property, including patents, utility models, rights to inventions, discoveries, ideas, processes, technology, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in software (including underlying code in any form), databases and database rights, algorithms and methods, rights to use and preserve the confidentiality of information (including know-how and trade secrets), in each case which may now or in the future subsist in any part of the world (whether registered or unregistered), including any applications, registrations or rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights in any country or jurisdiction and all forms of protection of a similar nature, or having equivalent, or similar effect to any of them which may subsist anywhere in the world.
- 12.17 **“Licensed Materials”** means the Product, Documentation and any other items, materials or deliverables that AIQ provides, or is obligated to provide, as part of a Subscription.
- 12.18 **“Open Source Software”** means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.
- 12.19 **“Personal Data”** means information the Customer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a data subject in accordance with Data Protection Laws.
- 12.20 **“Personnel”** means a Party or its Affiliate’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).
- 12.21 **“Product”** means the computer software and any associated data, content and/or services identified in the applicable Product Listing that AIQ provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications,

enhancements, derivative works, new releases and new versions of the foregoing that AIQ provides, or is obligated to provide, as part of the Subscription.

- 12.22 **“Product Listing”** means the description of Product and other product information listed on the AWS Marketplace and offered by AIQ or its authorized reseller, including Support Services and AIQ’s policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference AIQ’s security practices or disclosures concerning Open Source Software.
  
- 12.23 **“Regulated Items”** means hardware (including tooling), materials, software, or technology.
  
- 12.24 **“Restrictively Controlled Items”** means: (i) Regulated Items subject to the U.S. Export Administration Regulations, excluding Regulated Items classified as EAR99, and further excluding Regulated Items classified under an Export Control Classification Number controlled only for anti-terrorism reasons and not identified in 15 C.F.R. § 746.5(a)(1); or (ii) Regulated Items for which the direct or indirect provision to or for the benefit of AIQ under this Agreement and/or any Collaboration Project Agreement requires a license, permit, or other authorization under Export Control Laws.
  
- 12.25 **“SaaS Service”** means access and use of the Product, or a component of a Product, as deployed on the AWS Cloud or any other cloud computing service selected by the Customer and any software and other technology provided or made accessible by AIQ in connection therewith (and not as a separate product or service) that the Customer is required or has the option to use in order to access and use the Product.
  
- 12.26 **“Sanctioned Country”** means any country or territory that is, or whose government is, the target of comprehensive economic or trade sanctions or restrictive measures imposed by any Sanctions Authority, which currently include the Crimea region and those certain portions of the Donetsk and Luhansk regions over which Sanctions Laws impose targeted restrictions, Cuba, Iran, North Korea, Syria, and Venezuela.
  
- 12.27 **“Sanctions Authority”** means the Cabinet of the United Arab Emirates Federal Government, the United Nations Security Council (the Council as a whole and not its individual members), the U.S. Department of State, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of the Treasury Office of Foreign Assets Control, the European Union Council and/or Commission (including any present or future member state of the European Union), Her Majesty’s Treasury of the United Kingdom, the United Kingdom Department for International Trade, and any other applicable government or regulatory body, institution or agency having similar jurisdiction.
  
- 12.28 **“Sanctions Laws”** means Export Control Laws together with any other law, regulation, order, directive, or guidance (with the effect of law) imposed by a Sanctions Authority that imposes trade or economic restrictive measures against

countries, territories, individuals or entities on grounds of national or international security, human rights, or foreign policy.

- 12.29      **“Sanctions Target”** means: (a) the government of any Sanction Country; (b) to the extent restricted under Sanctions Laws, any individual or entity that is resident in, located in, organized under the laws of, or subject to the jurisdiction of, a Sanction Country; or (c) any individual or entity that is designated on any list promulgated, administered, or enforced by a Sanctions Authority; or (d) any entity that is owned or controlled directly or indirectly by, or any individual or entity acting for or on behalf of, any of the foregoing.
  
- 12.30      **“Services”** means all services and tasks that AIQ provides or is obligated to provide under this Agreement, including without limitation Support Services.
  
- 12.31      **“Subcontractor”** means any third party subcontractor or other third party to whom AIQ delegates any of its duties and obligations under this Agreement.
  
- 12.32      **“Subscription”** means a Product subscription for a specific use capacity purchased by the Customer and fulfilled by AIQ for the licensing and provision of Product, provided as a SaaS Service through the AWS Marketplace or any other online marketplace and deployed on the AWS Cloud or any other cloud computing service selected by the Customer.
  
- 12.33      **“Support Services”** means the support and maintenance services for the Product that AIQ provides, or is obligated to provide, as described in the Product Listing.
  
- 12.34      **“System Data”** means data and data elements (other than the Customer Data) collected by the Product or SaaS Service regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.