

## **DATASOUR TERMS OF SERVICE**

These Datasaur Terms of Service (this “Agreement”) is entered into by and between Datasaur, Inc. (“Datasaur”) and the entity or person placing an order for or accessing the Services (“Customer” or “you”). This Agreement consists of the terms and conditions set forth below, any exhibits or addenda identified below and any Order Forms. If you are accessing or using the Service on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” or “Customer” reference your company.

Please note that Datasaur may modify the terms and conditions of this Agreement in accordance with Section 8 (Miscellaneous).

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THIS AGREEMENT IS LEGALLY BINDING UPON IT.

### **1. CLOUD SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Datasaur will use commercially reasonable efforts to provide Customer the Services solely for Customer’s internal use. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Datasaur account. Datasaur reserves the right to refuse registration of or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof and to the extent you have a paid subscription for the Service, Datasaur will provide Customer with reasonable technical support services in accordance with its standard practices.

1.3 Datasaur may provide Customer with the Services for free or on a trial basis (a “Free Trial”). You may be required to enter your billing information in order to sign up for Free Trial. If you do enter your billing information when signing up for Free Trial, you will not be charged by Datasaur until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, Datasaur reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Datasaur or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third or for any other purpose; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices (if any), Datasaur hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, 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. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer

software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Datasaur’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Datasaur against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Datasaur has no obligation to monitor Customer’s use of the Services, Datasaur may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

### **3. PROPRIETARY RIGHTS**

3.1 Pursuant to this Agreement a party (the “Receiving Party”) may receive non-public business, technical or financial information relating to the other party’s (the “Disclosing Party”) business (“Proprietary Information”). The Receiving Party agrees: (i) to take reasonable precautions to protect Proprietary Information, and (ii) not to use (except as permitted herein) or divulge to any third person (other than employees or contractors with a reasonable need to know who are bound by confidentiality obligations consistent with this Agreement) any such Proprietary Information of the Disclosing Party. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public through no fault of the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law (but only to the extent of any such required disclosure).

3.2 Datasaur will maintain a security program materially in accordance with industry standards that is designed to ensure the security and integrity of data uploaded to the Services by Customer or collected by Datasaur on behalf of Customer in the provision of the Services (“Customer Data”). To the extent that Datasaur processes any “personal information” or “personal data” that is subject to the GDPR or CCPA (as defined in the DPA), on Customer’s behalf in the provision of the Services, the parties will execute Datasaur’s Data Processing Addendum (“DPA”).

3.3 Datasaur shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer provides any suggestions, comments for enhancements or functionality or other feedback to Datasaur with respect to the Services or any of Datasaur’s other products or services, Datasaur will have the full, free and unencumbered right to use and otherwise fully exploit the same in connection with the Services and its other products and services.

3.4 Customer grants Datasaur a non-exclusive, worldwide, royalty-free right to collect, use, modify and process Customer Data solely to provide the Services to Customer and for no other purpose. If you are receiving a Free Access Subscription, you agree that Datasaur may use your Customer Data in a de-identified and/or aggregated manner in order to improve its own products and services. In addition, Customer agrees that Datasaur may collect statistical, performance, and other similar information related to Customer’s use of the Service that

does not include data submitted by Customer to Datasaur (“Product Usage Data”); provided that such Product Usage Data does not identify Customer or any of its authorized users or end users. No rights or licenses are granted except as expressly set forth herein.

#### **4. PAYMENT OF FEES**

4.1 Customer will pay Datasaur the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Datasaur reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Datasaur has billed Customer incorrectly, Customer must contact Datasaur no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Datasaur’s customer support department.

4.2 Datasaur may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Datasaur thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Datasaur’s net income.

#### **5. TERM AND TERMINATION**

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and may be renewed for additional periods as agreed by the parties in subsequent Order Forms (collectively, the “Term”).

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Datasaur will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Datasaur may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **6. WARRANTY AND DISCLAIMER**

DATASOUR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED “AS IS” AND DATASOUR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

#### **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, DATASOUR AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS;

(B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND DATASOUR'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO DATASOUR FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT DATASOUR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Datasaur's prior written consent. Datasaur may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. Datasaur may update the terms and conditions of this Agreement (which may include changes pricing and plans) from time to time with prior notice to Customer via e-mail notification, posting a notification within the Service, or other notice as Datasaur deems reasonably necessary. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Datasaur in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.