

## DIESEL LABS TERMS AND CONDITIONS

These Terms and Conditions (the **Terms**) contain the exclusive terms and conditions between **DIESEL LABS, INC.**, a Delaware corporation, with an address at 17 St. Thomas More Drive, Winchester, MA 01890 (**Diesel Labs**), and You (together with the entity, if any, that You represent, **You** or **User**) regarding access and use of the Service as defined. By selecting the "accept" or "next" button (as applicable) or by accessing, downloading the Diesel Labs Data (as defined below), or installing or using the Service in any manner (**Acceptance**), You will create a legally enforceable contract where You agrees to be bound by all terms and conditions of these Terms without modification. **IF YOU CANNOT OR DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT CLICK "NEXT" OR "ACCEPT" (AS APPLICABLE) WHERE PROMPTED, AND YOU SHALL BE PROHIBITED FROM ACCESSING, DOWNLOADING DIESEL LABS DATA, OR INSTALLING OR USING THE SERVICE.**

### 1. DEFINITIONS.

**Analytics** means statistics, metrics, abstractions, rules, models and other analyses that are based on or derived from the Service (including without limitation, measurements of Service usage and performance).

**User Data** means non-public information and usage and operations data provided by User in connection with the User's use of the Service, including query logs and metadata (e.g., object definitions and properties).

**Feedback** means ideas, assessments, suggestions and other information or feedback related to the function or performance of the Service and other Diesel Labs IP (including performance and benchmarking results related to the Service).

**Diesel Labs IP** means the Service, Diesel Labs Data, Diesel Labs Confidential Information, and all other documentation, data, know-how and information provided or made available by Diesel Labs.

**Diesel Labs Data** means the data, metrics, charts, graphs, reports and similar work products that are generated by Diesel Labs and made available to Users through the Service, which may be provided in any format.

**Service** means Diesel Labs' application for data collection, analysis and reporting, as updated with available third-party data, that is made available under these Terms, as such application may be hosted in a cloud environment, branded and provided from time to time by Diesel Labs via Amazon Web Services ("AWS").

**AWS Terms** means the AWS Service Term available at <https://aws.amazon.com/service-terms/>, and all additional terms incorporated therein.

**Third-Party Terms** means any terms and conditions of a third party to which the User may be subject, including without limitation, (a) the AWS Terms, (b) the X Developer Agreement, available at <https://developer.twitter.com/en/developer-terms/agreement>, and all additional terms referenced or incorporated therein, (c) the Meta Platform Terms, available at <https://developers.facebook.com/terms>, and all additional terms referenced or incorporated therein, (d) the Reddit User Agreement available at <https://www.redditinc.com/policies/user-agreement>, and all additional terms referenced or incorporated therein, and (e) YouTube's Terms of Service, available at

<https://www.youtube.com/t/terms>, and all additional terms referenced or incorporated therein, (e) the Wikimedia Terms of Use, available at [https://foundation.wikimedia.org/wiki/Policy:Terms\\_of\\_Use#introduction](https://foundation.wikimedia.org/wiki/Policy:Terms_of_Use#introduction), and all additional terms referenced or incorporated therein.

**User** means each individual who accesses Diesel Labs Data via the Service.

### 2. SERVICE.

**License.** During the term of these Terms and subject to all terms and conditions set forth herein, Diesel Labs will make the Service available to User and hereby grants to User a nonexclusive, nontransferable right and license: to access and use the Service through a web-based interface and to store, process and analyze the Diesel Labs Data. The Diesel Labs Data may be used solely for User's personal or internal business purposes and for no other purpose. Users' access to the Service and use of the Diesel Labs IP shall comply with all other conditions that may be set forth in these Terms (such as, for example, restrictions regarding the number or identity of permitted queries, data formats, number of segments, size limits, time limits or prohibited uses) including without limitation all applicable Third-Party Terms. From time to time, User may (at its discretion) provide Feedback to Diesel Labs.

**Access.** Users will be given access to the Service in accordance with the AWS Terms and only upon acceptance of these Terms.

**Resources.** As between the parties, User is responsible for ensuring the accuracy and completeness of User Data provided by User, and for acquiring all: (a) consents, authorizations, permissions and other rights necessary for Diesel Labs to receive, access, copy, store, process, distribute, transmit, display and use User Data as provided in these Terms; (b) servers, storage, software, databases, network and communications systems and services needed to access, manage and use the Service, User Data and Diesel Labs Data; and (c) backup, recovery, network security and maintenance services for its internal systems.

**Support Services.** Diesel Labs has no obligation to operate or support any version of the Service. User may submit a Support Request at [support@diesellabs.com](mailto:support@diesellabs.com), and Diesel Labs may respond at its discretion.

### 3. PAYMENTS.

**Fees.** The Service may be free or Diesel Labs may charge a fee for using the Service. If You are using a free version of the Service, Diesel Labs will notify You before any Service You are then using begins carrying a fee, and if You wish to continue using such Services, You must pay all applicable fees for such Services.

**Payment Terms.** Payments will be made in accordance with the AWS Terms, and any applicable Third-Party Terms identified therein.

### 4. CONFIDENTIALITY.

**Scope.** The term **Diesel Labs Confidential Information** means all trade secrets, know-how, inventions, software and other financial, business, scientific, clinical or technical information and data disclosed by or for a Diesel Labs in relation to these Terms. The restrictions on use and disclosure of Diesel Labs Confidential Information will not apply to any information or data User can demonstrate is (a) rightfully furnished to it without restriction by a third party, (b) generally available to the public without breach of these Terms or (c) independently developed by it without reliance on Diesel Labs Confidential Information. For clarity, all Feedback, and Diesel Labs IP will be treated as Diesel Labs Confidential Information.

**Confidentiality.** Except for the specific rights granted by these Terms, and except for disclosures that are necessary to comply with any legal, regulatory, law enforcement or similar requirement or investigation, You shall not access, reproduce, use or disclose any Diesel Labs Confidential Information without its written consent, and shall use reasonable care to protect Diesel Labs Confidential Information from unauthorized access, use and disclosure. Promptly upon termination of Your access to the Service (or at Diesel Labs' request at any other time), you will permanently erase all Diesel Labs Confidential Information from any storage media and destroy all information, records and materials developed therefrom (except Diesel Labs Confidential Information stored in accordance with automated backup procedures in the ordinary course of business).

### 5. PROPRIETARY RIGHTS.

**User.** User hereby grants Diesel Labs a nonexclusive, royalty-free, worldwide right and license: to access, copy, store, process, distribute, transmit, display and use User Data to generate Diesel Labs Data for the User and otherwise to provide the Service to Users; and to copy, store and use User Data and to design, develop and use Analytics for use in developing, improving, extending and testing the Service. Except for the foregoing, no other right, license or option is granted, no other use is permitted and User owns and retains all rights, title and interests in and to the User Data.

**Diesel Labs.** Except for the limited rights and licenses expressly granted hereunder, no other right, license or option is granted, no other use is permitted and (as between the parties) Diesel Labs owns and retains all rights, title and interests (including patents, copyrights, trade secrets and trademarks) in and to the Diesel Labs

IP. User agrees that Diesel Labs is free to use and hereby grants a license to use the Feedback, and all generalized knowledge, expertise know-how and technologies related to or acquired in providing the Service, in any manner for all purposes (including developing new or improved products and services).

**Restrictions.** User shall not, directly or indirectly (a) use any Diesel Labs Confidential Information to create any software, platform, service or documentation that is similar to any of the Diesel Labs IP; (b) attempt to access any Service component or to disassemble, decompile, reverse engineer, translate or use any other means to discover any source code or underlying organization, structures, ideas or algorithms within the Service or Diesel Labs Data (except and only to the extent these restrictions are expressly prohibited by applicable statutory law) or to circumvent any technological measure that controls access thereto; (c) encumber, sell sublicense, distribute, transfer, rent, lease, lend, derive revenue from or access or use any Diesel Labs IP in any time-share, service bureau or similar arrangement; (d) copy, adapt, combine, create derivative works of, translate, localize, port or otherwise modify any Diesel Labs IP; (e) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to these Terms (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or in violation of third-party rights; (f) share, distribute, or otherwise make available the data in a manner that would obfuscate or mislead the viewer or recipient of such data as to the source thereof, including without limitation by failing to list disclosures provided via the Services or by combining datasets originating from different sources (for example, if data provided via the Services is identified as originating from Diesel Labs or from a third party such as YouTube, Facebook, or any other third party, you must include the exact same disclosures and indicators as the source of the data as indicated via the Services and not combine the datasets in a manner that would make such source unclear to the viewer or recipient of such data); (g) with respect to data that (i) is identified via the Services as originating from YouTube, and (ii) includes the number of likes relating to content on YouTube, using such number to calculate other metrics, such as a score that factors in likes, total views, or any other data originating from YouTube; (h) use the Diesel Labs Data in an unlawful, misleading, deceptive, discriminatory, or fraudulent manner including for the purpose intentionally spreading disinformation; (i) share the Diesel Labs Data with a third party other than for Your own personal or internal business purposes; (j) use the Diesel Labs Data (i) in a manner that infringes or violates a third party's rights, including their intellectual property rights (including without limitation by infringing a third party's copyright or trademark) and privacy rights (including without limitation by unlawful tracking, monitoring, and identification), (ii) in a manner that depicts a person's voice or likeness without their consent or other appropriate rights, including unauthorized impersonation and non-consensual sexual imagery, (iii)

for harm or abuse of a minor, including grooming and child sexual exploitation, (iv) to harass, harm, or encourage the harm of individuals or specific groups, (v) to intentionally circumvent safety filters and functionality or prompt models to act in a manner that violates AWS policies incorporated or referenced in the AWS Terms, or (vi) to perform a lethal function in a weapon without human authorization or control; or (k) permit or assist any third party to do any of the foregoing.

**Third Party Terms.** In Accepting these Terms, You hereby agree to be bound by all Third-Party Terms. Note that Third-Party Terms are subject to change from time to time at the discretion of the applicable third party, and You are responsible for ensuring you are in compliance with all updated applicable Third-Party Terms. In the event of any conflict between the Third-Party Terms and these Terms, these Terms will apply. Notwithstanding the foregoing, in the event of a conflict between the Terms and any Third-Party Terms with respect to restrictions on your use of the Diesel Labs Data (and any related obligations), the more restrictive terms will apply. Without limiting the generality of the foregoing, in order to comply with such Third-Party Terms, if you download a free data set via the Services, you must (a) refresh it within thirty (30) days by downloading the data set again or (b) delete the dataset within thirty (30) days of the most recent date of download. Failure to use the Services beyond the original download of such data will not release the User from this obligation.

## 6. LIMITED WARRANTIES AND DISCLAIMERS.

**User.** User warrants to Diesel Labs that the access, transfer, collection, processing, distribution and use of User Data as described in these Terms complies with and will not violate applicable laws, regulations, rules or proprietary rights (including without limitation, rights regarding privacy, publicity and defamation).

**Disclaimers.** EXCEPT AS EXPRESSLY SPECIFIED HEREIN, THE DIESEL LABS DATA, SERVICE AND OTHER DIESEL LABS IP ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. FOR CLARITY, DIESEL LABS AND ITS LICENSORS DO NOT WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE DIESEL LABS DATA, SERVICE OR OTHER DIESEL LABS IP WILL BE ERROR-FREE, UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS CAN BE CORRECTED; OR (D) THE DIESEL LABS DATA, SERVICE OR OTHER DIESEL LABS IP WILL MEET USER'S BUSINESS REQUIREMENTS OR THAT ANY OUTCOME CAN BE ACHIEVED. TO THE FULLEST EXTENT PERMITTED BY LAW, DIESEL LABS HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE DIESEL LABS DATA, SERVICE AND OTHER DIESEL LABS IP, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF

PERFORMANCE OR USAGE OF TRADE.

## 7. INDEMNIFICATION.

**User.** User agrees to defend Diesel Labs against any demand, suit, action or other claim by any third party that is related to any User Data provided by User or any breach of User's obligations or warranties under these Terms, including without limitation, User's use of the Diesel Labs Data in breach of these Terms and User's breaches of any Third-Party Terms, and to indemnify Diesel Labs for liabilities (as specified in settlements or judgment awards) that result from such claims.

**Diesel Labs.** Diesel Labs agrees to defend User against any demand, suit, action or other claim by any third party that the Service misappropriates or infringes its intellectual property rights, and to indemnify User for liabilities (as specified in settlements or judgment awards) that result from such claims. If the Service becomes or, in Diesel Labs' opinion, is likely to become the subject of an injunction or other claim preventing its use as contemplated herein, Diesel Labs may, at its option and expense (a) obtain the rights needed to continue providing the Service, or (b) replace or modify the Service without substantially compromising its principal functions. If (a) and (b) are not reasonably available, then Diesel Labs may (c) terminate User's access to the Service upon written notice to User and refund to User any prepaid fees, pro-rated for the remainder of the prepaid period. The foregoing states the entire liability of Diesel Labs, and User's exclusive remedy, with respect to any actual or alleged violation of intellectual property or proprietary rights by the Diesel Labs IP, any part thereof or their use or operation.

**Exclusions.** Diesel Labs shall have no liability or obligation hereunder with respect to any claim attributable to (a) any use of the Diesel Labs IP not strictly in accord with these Terms or any applicable Third-Party Terms, or in an application or environment or on a platform or with devices for which it was not designed or contemplated or (b) alterations, combinations or enhancements of the Diesel Labs IP not created by Diesel Labs.

**Conditions.** The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith and (b) the indemnifying party having sole control and authority to defend, settle or compromise such claim. The indemnified party may participate in the defense at its sole cost and expense. The indemnifying party will not enter into any settlement (other than for payment of money subject to its indemnity) that adversely affects the indemnified party's rights or interests without its prior written approval, not to be unreasonably withheld. The indemnifying party shall not be responsible for any settlement it does not approve in writing.

**8. LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, AND EXCEPT FOR LIABILITIES TO THIRD PARTIES PURSUANT

TO SECTION 7 (INDEMNIFICATION), IN NO EVENT SHALL DIESEL LABS (OR ITS LICENSORS) OR USER BE LIABLE CONCERNING THE SUBJECT MATTER OF THESE TERMS, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OF DATA, LOSS OR INTERRUPTION OF USE, OR COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (C) AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID TO DIESEL LABS DURING THE PRIOR 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

## 9. TERM AND TERMINATION.

**Term.** These Terms shall take effect upon Your Acceptance thereof and continue in effect for so long as You access the Service, subject to updates made to the Terms by Diesel Labs from time to time as set forth in Section 10.

**Termination.** Your access to the Service may be terminated or suspended by Diesel Labs for any reason at its discretion, including without limitation Your breach of the Terms and as set forth in Section 7 (Indemnification).

**Effects of Termination.** Upon any termination of Your access to the Service, these Terms, and all rights, obligations and licenses of the parties shall cease, except that the following shall survive: User will stop using and promptly return or destroy all Diesel Labs Data in its possession or under its control (including all copies), and permanently erase all Diesel Labs Data from its systems; all obligations that accrued prior to the effective date of termination (including payment obligations); all remedies for any breach of these Terms; and the provisions of Sections 3 (Payments), 4 (Confidentiality), 5 (Proprietary Rights), 6 (Limited Warranties and Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions) and this Section 9.

## 10. GENERAL PROVISIONS.

**International Use.** Diesel Labs makes no representation or warranty that the Service is appropriate or legally available for use in locations outside the United States, and accessing and using the Service is prohibited from places where doing so would be illegal. Accessing or using the Service from other locations may be done at User's own initiative and User shall be responsible for compliance with all local laws. User expressly consents to Diesel Labs' processing of User Data in accordance with these Terms. User understands and agrees that User Data may be stored and processed in (or transferred

from) the country where it was collected and the United States, and that United States laws regarding the collection, storage, processing and onward transfer of information may be less stringent than the laws where User is located. User hereby gives express consent to the collection, storage, processing, transfer, distribution and use of User's personal information as provided herein.

**Modifications.** We are constantly trying to improve our Service, so these Terms may need to change along with our Service. We reserve the right to change these Terms at any time, but if we do, we will send You an email, and/or notify You by some other means. If You don't agree with the new Terms, You are free to reject them; unfortunately, that means You will no longer be able to use the Service. If You use the Service in any way after a change to the Terms is effective, that means You agree to all such changes.

**Miscellaneous.** These Terms, along with the Terms of Use and Privacy Policy posted on Diesel Labs' website and any additional written terms and conditions governing Your use of Diesel Labs' services executed by duly authorized representatives of the parties (collectively, the **Governing Terms**) represents the complete agreement concerning the subject matter hereof between the parties and supersedes all prior agreements and representations between them. In Accepting these Terms, you hereby agree to be bound by the Governing Terms. In the event of any conflict between the Governing Terms and these Terms, these Terms shall control. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Diesel Labs to act with respect to a breach of these Terms by User or others does not constitute a waiver and shall not limit Diesel Labs' rights with respect to such breach or any subsequent breaches. These Terms are personal to User and may not be assigned or transferred for any reason whatsoever without Diesel Labs' consent and any action or conduct in violation of the foregoing shall be void and without effect. Diesel Labs expressly reserves the right to assign these Terms and to delegate any of its obligations hereunder. Except for changes by Diesel Labs as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both You and us These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflicts of law provisions. No implementation of the Computer Information Transactions Act in any jurisdiction shall apply to these Terms. Unless waived by Diesel Labs, in its sole discretion, exclusive jurisdiction and venue for actions related to these Terms will be the state or federal courts located in Delaware, and both parties consent to the jurisdiction of such courts with respect to any such action.