

TERMS OF USE “POLARS CLOUD”

These are the SaaS Terms of Use for Polars Cloud (the “Terms”), a query engine / data management cloud service offered by Polars B.V., having its office at the Boelelaan 7 (1083 HJ) in Amsterdam, The Netherlands, and registered with the Dutch Chamber of Commerce under number 89982223, and in these Terms hereafter referred to as “Polars”.

These Terms can also be viewed and downloaded from the website at <https://cloud.pola.rs/legal/terms-of-use> or may be sent to you upon request.

1. DEFINITIONS

- 1.1 In these Terms, words written with capitals and not defined elsewhere will have the following meaning:
 - 1.1.1 Account: the account of Customer with one ‘workspace’ through which Customer may make use of the Service and retrieve insights (via queries) over the Customer Data;
 - 1.1.2 AWS costs: the costs AWS charges for the use of their cloud platform infrastructure;
 - 1.1.3 Business Day: means any weekday (Monday to Friday), other than a bank holiday or public holiday in the Netherlands;
 - 1.1.4 Business Hours: means the hours of 09:00 to 17:00 CET on a Business Day;
 - 1.1.5 Customer: means the legal person or natural person acting in the exercise of a business or profession who is interested in the Service and/or has accepted these Terms in order to access and make use of the Service;
 - 1.1.6 Customer Data: means all data, works and materials owned or controlled by Customer, or generated as a result of the use of the Service by the Customer, excluding analytics data relating to the use of the Service and server/query log files;
 - 1.1.7 Confidential Information: means any and all information, materials or data (in writing, orally or electronically) relating directly or indirectly to Polars and/or the Service, including without limitation to reports, analyses, forecasts, methods, methodologies, designs, drawings, Intellectual Property, algorithms, software, codes (including source codes), computer programs, offers, presentations, technical or business information, financial statements, business plans, marketing and sales plans, actual and new business ideas, customer information, processes, formulas or specifications, and/or any other information that is marked “confidential”, “secret” or similar designation which indicates the confidential nature thereof;



- 1.1.8 Force Majeure: means an event, or a series of related events, that is outside the reasonable control of Polars, including but not limited to: a) war, disasters, explosions, fires, floods, riots and terrorist attacks; b) governmental measures and/or governmental cross-border data requests, boycotts or pandemic; c) failures of the Internet or any public telecommunications or data network, failures of hosting providers, cloud providers, network providers electricity failures; d) hacker attacks, denial of service attacks, virus or other malicious software attacks or infections; and/or e) failures or force majeure of third party service providers; ;
 - 1.1.9 GDPR: means the General Data Protection Regulation (Regulation (EU) 2016/679);
 - 1.1.10 Intellectual Property: means any and all intellectual property rights, whether registered or unregistered, such as but not limited to patent rights, copyrights (including rights in source code and object code), database rights, rights in designs, utility models, trademarks, trade and business names and all associated goodwill, rights in or in connection with know-how and trade secrets;
 - 1.1.11 Plan: means the subscription type for use of (part of) the Service, subject to the payment of the variable fees per vCPU per hour, in accordance with the details as provided on Polars' website, and excluding the AWS costs. Polars currently offers a Trial Plan and Pay-as-you-go Plan;
 - 1.1.12 Service: means the query engine and data management service solution known under the name 'Polars Cloud' and provided by Polars to the Customer 'as a service' in accordance with these Terms;
 - 1.1.13 Support: means support in relation to the use of, and the identification and resolution of errors in the Service, but not including the provision of development and/or consultancy services in connection with the creation of (additional) modules or functionality in the Service;
 - 1.1.14 Trial Plan: means the temporary access to (part of) the Service under an Account free of charge (excluding AWS costs) and for a limited period of thirty (30) days.
- 1.2 Unless the context shows otherwise, the defined concepts in the singular include also the plural and vice versa.

2. GENERAL

- 2.1 These Terms apply to all offers and quotes of, or agreements with Polars, as well as to the provision, use and availability of the Service to the Customer. Prior to creating an Account and/or accessing the Service for the first time, the Customer is required to agree with and accept the applicability of these Terms. These Terms will constitute the entire agreement between Polars and



the Customer with regard to the use of and access to the Service and replace all previous oral or written agreements between the Customer and Polars (to the extent applicable).

- 2.2 The applicability of any purchase terms or any other general conditions of the Customer are explicitly rejected. Additions to or deviations from these Terms shall only apply if and where agreed in writing between Polars and the Customer.
- 2.3 If any provision of these Terms is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of these Terms will not be impaired thereby. In such event, Polars will replace the invalid provision with a provision that is valid and enforceable thereby taking into account the intention of the original provision.
- 2.4 Polars is entitled to unilaterally amend the Terms at any time, and such updated Terms shall enter into effect at least fourteen (14) days from the date they are posted online and/or communicated via email. The updated Terms shall apply in the amended form to any and all subsequent offers, quotes, or subsequent activities in connection with the Service, and/or any other legal relationships subsequently arising. In the event the Customer does not wish to accept the amended version of the Terms, the Customer is entitled to terminate the Account upon the effective date of the changed Terms. The Customer's continued access to and use of the Service shall reflect Customer's acceptance of the amended version of the Terms.
- 2.5 These Terms have also been drawn up for the benefit of: (a) all companies which Polars is affiliated with in a group, has or has had a management or cooperation agreement with including their directors and shareholders; (b) all directors, (former) employees and third parties (as well as their heirs) who work/have worked in any way for or were affiliated with or employed by Polars; and © all third parties Polars may engage in connection with the provision of the Service. The Terms apply as a third-party clause as referred to in Book 6, Section 253 of the Dutch Civil Code for the benefit of all persons and legal entities referred to in this clause. As a result they are entitled to invoke the respective provisions in these Terms as the occasion arises.

3. ACCOUNT AND ACCESS TO THE SERVICE

- 3.1 After the Customer has created a valid Account and accepted the Terms, the Customer will gain access to the Service. Polars withholds the right to remove or reject a Customer or an Account at its sole discretion, for example when detecting duplicate accounts or suspecting fraud. Polars withholds the right to change or terminate a Trail Plan at any time without incurring any liability toward the Customer for damages, refunds or any other form of compensation.



- 3.2 The access to the Service will be subject to a "Pay-as-you-go" Plan or when available, Trial Plan. Under the current "Pay-as-you-go" Plan, the Customer's charges connected to the use of the Service relate to the actual compute capacity of the Service as required to execute queries and AWS costs. Polars withholds the right to change its available Plans.
- 3.3 Any (delivery) dates or timelines specified by Polars shall be established to the best of Polars' knowledge on the basis of the information available to it at the time. Any such (delivery) dates or timelines shall in all cases be target dates and shall not bind Polars in any way.
- 3.4 The Customer will be independently responsible for complying with or having installed the minimum (auxiliary) software or system requirements in order to achieve the interoperability with the Service. Polars does not warrant or represent that the Service will be compatible with any other software or systems, unless explicitly indicated otherwise.
- 3.5 The Customer is only entitled to have one (1) Account with one (1) workspace, and a maximum of eight (8) individual end-users within such Account. The Customer shall not allow third parties to make use of the Service unless written consent has been provided by Polars.
- 3.6 Polars reserves the right to suspend or restrict access if the Customer exceeds the user or workspace limits specified in these Terms. Customers requiring additional users or workspaces may contact Polars to discuss alternative service arrangements.
- 3.7 The Customer is fully responsible for all activities that occur under its Account.
- 3.8 The Customer is only entitled to apply for a Trial Plan once. Any subsequent Trial Plan application may be rejected to the sole discretion of Polars.

4. FEES AND PAYMENT

- 4.1 The Customer will pay the fee applicable to the Plan and any other applicable charges invoiced, such as AWS costs ("Fees").
- 4.2 The Trial Plan is offered free of charge, excluding AWS costs, and after expiration of its initial term of thirty (30) days, it will automatically terminate.
- 4.3 Fees payable for the Service under the Plan are invoiced via AWS. By subscribing to the Service, the Customer explicitly waives its right to revoke a query and claim a refund of Fees or balance credits.
- 4.4 If the Customer fails to (timely) pay any Fees due, Polars reserves the right to suspend the Customer's access to the Service until the outstanding Fees have been fully paid.

5. USE OF THE SERVICE



- 5.1 The Customer shall not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service.
- 5.2 The Customer is solely responsible for the management, including checking the correct settings, and use of the Service - also by end-users - and the way in which the results and insights of the Service will be interpreted and used. Customer is also responsible for appropriately instructing end-users and for the use made by end-users, such in accordance with these Terms, and regardless of whether these end-users are in an authority relationship towards Customer.
- 5.3 Polars reserves the right to modify (including but not limited to adding or removing certain features or functionalities), or to discontinue or terminate the Service (or any part thereof), for any reason without notice and at any time. Polars shall not be obliged to maintain, modify or add certain features or functionalities to the Service specifically for Customer. Polars cannot be held liable for damages or loss of the Customer or any third party as a consequence of any modification, discontinuance or termination as meant for in this clause.
- 5.4 The Customer furthermore warrants and guarantees:
 - 5.4.1 not to use the Service for other purposes than its internal business use;
 - 5.4.2 not to use the Service (or part thereof) for any illegal, fraudulent or unauthorized purpose;
 - 5.4.3 not to sublicense, lease, (re)sell, rent, transfer, distribute, copy, modify, decompile or reverse engineer the Service (or part thereof);
 - 5.4.4 not to conduct or request that any other person or party conduct any load testing or penetration testing on the Service;
 - 5.4.5 not to overuse or drain capacity of the Service;
 - 5.4.6 not to upload or transmit Customer Data that is discriminatory, illegal, in breach of applicable law or regulations, or violates third party rights, such as but not limited to Intellectual Property or privacy rights;
 - 5.4.7 not to upload or transmit viruses or any other type of malicious or destructive code;
 - 5.4.8 not to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - 5.4.9 not to interfere with or circumvent the security features of the Service (or part thereof).
- 5.5 The Customer acknowledges and accepts that Polars retains the right, by comparing the data use of Customers, to ascertain, in Polars' sole judgement, if the usage of the Service is outside the norm of "fair use" and/or the use of the Service is in violation of these Terms, in particular the warranties and prohibited uses as stipulated under clause 5.4. Polars also has the right to take (temporary) measures to prevent or limit the effects of unfair use, and/or to (temporarily) terminate the Customer's access to and use of the Service in the



event of a violation of these Terms. Customer indemnifies Polars against any claims, costs or expenses, for whatever reason, in connection with Customer's violation or the warranties as stipulated under clause 5.4.

- 5.6 Unless agreed otherwise in writing, the Customer is responsible for the management, including control of the settings, the use of the Service – also by end-users - and the way in which the results and insights of the Service will be interpreted and used. The Customer is also responsible for the instruction to and use by end-users, regardless of whether these end-users are in an authority relationship towards the Customer.
- 5.7 Polars does not have access to Customer Data. Customer is fully responsible for the Customer Data that it processes when making use of Service. Customer guarantees vis-à-vis Polars that the content, use and/or processing of the Customer Data is not unlawful and does not infringe any third party rights. Customer indemnifies Polars against any potential (third party) claims, for whatever reason, in connection with the Customer Data.
- 5.8 Polars has no control over, and shall not be responsible or liable for: (a) the uploading, transmission and/or sharing of the Customer Data; (b) verification and validation of the Customer Data; © verification and validation of the (data) outcomes, insights, results and visualisations resulting from the use of the Service. The Customer agrees to indemnify and hold Polars harmless from and against any claim, demand, damages or costs, including reasonable attorneys' fees, arising out of (damage)claims or liabilities arising from the actions under (a), (b) or © of this clause.

6. WARRANTIES

- 6.1 Although Polars undertakes to provide and maintain the Service with the most reasonable care, the accuracy and completeness of the functionalities and data within the Service cannot be guaranteed. The Service is provided 'AS IS' and 'AS AVAILABLE'. Polars does not guarantee that the Service shall at all times function without error or interruption, nor that it will be wholly free from defects, errors and bugs. Polars only guarantees the quality, functionality and availability of the Service if and to the extent explicitly guaranteed by Polars in writing.
- 6.2 Polars will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except during planned or unplanned downtime. Polars will use commercially reasonable efforts to inform the Customer of the downtime in advance, if and when possible. For the avoidance of doubt, downtime caused directly or indirectly by (i) Force Majeure, (ii) failure of the Customer's computer systems or networks, (iii) any breach by the Customer of these Terms, (iv) any scheduled maintenance in accordance with these Terms



or service level agreement (if applicable) or (v) maintenance, downtime or issues at the public cloud provider where the Service runs, shall not be considered a breach of this Agreement.

- 6.3 Polars may at any time (temporarily) suspend or limit the use or availability of the Service or part thereof, insofar this is necessary to execute maintenance or implement updates, upgrades or new releases of the Service or functionalities. Polars undertakes commercially reasonable efforts to inform the Customer of such suspensions in advance, if and when possible. A (temporary) suspension or limitation of the Service or part thereof shall not create any claim or right to compensation for the Customer against Polars.
- 6.4 Polars will handle properly substantiated requests for Support within a reasonable period of time depending on severity and impact. Polars cannot guarantee the accuracy, completeness or timeliness of responses in connection with the Support provided. Unless agreed otherwise in writing, Support will only be provided on Business Days during Business Hours.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in and related to the Service shall exclusively vest in Polars or its licensors. The Customer only acquires those rights of use that are explicitly granted in and in accordance with these Terms.
- 7.2 All rights of use granted to the Customer hereunder shall be non-exclusive, non-transferable, non-sublicensable and solely granted for internal business use, such until terminated by the Customer or Polars in accordance with these Terms.
- 7.3 The Customer is prohibited from removing or amending any indications or credits of Intellectual Property or confidentiality from the Service, websites, data files, documentation or materials as disclosed by Polars.
- 7.4 The Customer shall retain the exclusive ownership, including Intellectual Property, in and to the Customer Data.
- 7.5 The Customer acknowledges and accepts that Polars is permitted to use the Customer's, name logo and use-case for (online) marketing purposes.

8. CONFIDENTIAL INFORMATION

- 8.1 Notwithstanding any applicable non-disclosure agreement, any Confidential Information received shall be held in confidence and not be disclosed or used except to the extent that such disclosure or use is reasonably necessary to perform any of the obligations under these Terms, or as explicitly permitted under these Terms.
- 8.2 The confidentiality terms in this clause shall not apply to the disclosure of information, that:



- 8.2.1 is or has become publicly available without breach of the confidentiality provisions;
 - 8.2.2 has been or later is rightfully developed without use, directly or indirectly of the Confidential Information, or obtained from independent sources free from any duty of confidentiality;
 - 8.2.3 is required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- 8.3 The burden of proof for raising one of the exclusions in clause 8.2, vests with the Customer invoking this exclusion.
- 8.4 Upon the termination of the Account, regardless of the reason thereof, any Confidential Information will be destroyed without withholding any copies thereof, unless statutory provisions (e.g. financial administration) require a longer retention in which event the Customer shall continue to observe applicable security and confidentiality measures.

9. DATA PROTECTION

- 9.1 For the purpose of maintaining the Service and providing Support, Polars may have access to personal data -within the meaning of the GDPR- in the following limited circumstances: (a) Customer contact and account information necessary for service administration; and (b) query metadata and technical diagnostic information that may contain personal data elements. In both circumstances, Polars acts as an independent data controller for such personal data processing.
- 9.2 Polars will process personal data under its control in accordance with applicable data protection laws and will implement appropriate technical and organisational measures to protect such personal data against loss or any form of unlawful processing (such as unauthorised access to or alteration or disclosure of the personal data), thereby taking into account the state of the art and the costs of implementation in relation to the risks and the nature of the personal data to be protected.
- 9.3 In the event of a data breach affecting personal data under Polars' control, Polars will notify the relevant data protection authority and affected data subjects without undue delay and in accordance with applicable legal requirements.
- 9.4 Customer Data processed within the Customer's cloud environment remains under the Customer's exclusive ownership, control and responsibility. Customer acknowledges and warrants that it acts as the sole data controller for all Customer Data and is fully responsible for ensuring compliance with all applicable data protection laws, regulations and requirements regarding such



Customer Data. Polars does not access, process or have control over Customer Data stored, processed or transmitted within the Customer's AWS environment.

- 9.5 Customer warrants that any query metadata or technical information transmitted to Polars in connection with the Service does not contain personal data unless such transmission is necessary for the provision of the Service, and that Customer has obtained all necessary legal bases for any such processing.

10. TERM AND TERMINATION

- 10.1 An Account can be terminated for convenience by both the Customer or Polars thereby taking into account a notice period of at least one (1) calendar month.
- 10.2 Polars also has the right to terminate a Plan, or Trial Plan, and the corresponding Account with the Customer with immediate effect and without incurring any liability, by providing notice to the Customer, in the event the Customer:
- 10.2.1 has been declared bankrupt, or files for bankruptcy;
 - 10.2.2 is granted a (provisional) suspension of payment or requests a suspension of payment;
 - 10.2.3 ceases all (or substantially all of) its business operations;
 - 10.2.4 violates one or more material provisions in these Terms, in particular regarding 'fair and authorized use';
 - 10.2.5 does not pay the applicable Fees as they fall due;
 - 10.2.6 is in breach of any material obligations under the Plan and/or these Terms and, if such breach can be remedied, fails to remedy it within fourteen (14) days after receiving notice of the breach.
- 10.3 Upon the expiration or termination of a Plan, regardless of the reason thereof, the right of the Customer to use the Service immediately ceases. Unless otherwise provided for in these Terms, the Customer will never be entitled to any refunds of any Fees, pro rata or otherwise, and any outstanding Fees on the effective date of such termination will become immediately due and payable in full.

11. LIMITATION OF LIABILITIES

- 11.1 To the fullest extent legally permitted, Polars disclaims any and all liability, claims, damages, losses or costs (all in the broadest sense of the word) that may arise in connection with the offering and use of the Service, inability to use the Service, tort (including negligence) or otherwise. Also Polars' liability for the damage, destruction or loss of Customer Data, or for the (temporary) unavailability of the Service, is explicitly excluded.
- 11.2 To the fullest extent legally permitted, the aggregated liability of Polars for any and all claims, damages, losses or costs (all in the broadest sense of the word) that may arise in connection with the offering and use of the Service, inability to



use the Service, tort (including negligence) or otherwise, and cannot be (fully) disclaimed, shall at all times be limited to a net amount of EUR 500.

11.3 Polars shall never be liable for any claims, damages, losses or costs incurred by the Customer or any third party which are the result of Force Majeure.

11.4 Customer shall indemnify and hold harmless Polars from and against any and all claims, damages, losses or costs (including legal /attorney costs) arising from or in any way related to Customer's use of the Service, including but not limited to:

11.4.1 a violation of these Terms by an end-user within the Customer's organization;

11.4.2 improper use of the Service by an end-user within the Customer's organization;

11.4.3 a violation of any law, regulations or third party rights by an end-user within the Customer's organization.

12. APPLICABLE LAW AND DISPUTES

12.1 These Terms shall be exclusively governed by the laws of The Netherlands.

12.2 To the extent legally permitted, any disputes that may arise between Polars and the Customer arising from or in connection with these Terms, and cannot be settled amicably, shall be exclusively brought before the competent court of Amsterdam, The Netherlands.

Effective date: 7 August 2025