

Posted/Revised: January 2026

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING “ACCEPTED AND AGREED TO,” CUSTOMER AGREES TO THESE TERMS AND CONDITIONS.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER’S BEHALF REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS

The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “AUP” means Provider’s acceptable use policy currently posted at [Teramot’s Acceptable Use Policy](#).
- 1.2. “Customer Data” means all information processed or stored through the SaaS by Customer or on Customer’s behalf.
- 1.3. “Documentation” means Provider's standard manual related to use of the SaaS.
- 1.4. “Order” means an order for access to the SaaS.
- 1.5. “Privacy/Security Law” means laws (a) related to personal data that (b) govern Provider’s handling of Customer Data (if any).
- 1.6. “SaaS” means Provider’s services defined in clause 2.
- 1.7. “Service Notices” Provider will try to inform Customer before scheduled service disruptions through the Cloud Service or by email.
- 1.8. “Term” is defined in Section 12.1 below.
- 1.9. “Services” means the services set out in Section 2 of this Agreement.
- 1.10. “User” means any individual who uses the SaaS on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

2. OUR SERVICES

2.1. Teramot provides a cloud-based data infrastructure platform designed to process and structure data originating from the Client's Databases and, where applicable, other enterprise systems, including but not limited to enterprise resource planning systems (ERPs), customer relationship management systems (CRMs), and application programming interfaces (APIs), as made accessible to the Service by the Client through manual, semi-automated, or automated configuration processes.

2.2. The Service constructs automated data layers, which may include Bronze, Silver, and Gold architectures, semantic layers, and data models, based on the data, information, and access made available by the Client through its Databases and connected systems.

2.3. The primary method for accessing and consuming the Service is through structured data tables and data assets generated and exposed by the Service, which the Client and its authorized users may query, read, or otherwise consume using tools, platforms, or systems of the Client's choosing.

Secondary access methods may include Model Context Protocol (MCP), conversational agents, chat-based interfaces, or other interaction mechanisms supported by the Service from time to time.

2.4. The Service operates through automated and AI-driven processes, including agent-based execution, which are initiated by queries, requests, or instructions submitted by the Client or its authorized users via supported interfaces. Upon receipt of such inputs, the Service processes data from the Client's Databases and configured systems and generates outputs based on the available data, system configuration, and internal logic of the Service at the time of execution.

2.5. "AI-Generated Outputs" means any data, data structures, responses, transformations, models, queries, metadata, or other outputs produced by the Service through automated or AI-driven processes in response to inputs submitted by the Client or its authorized users, using data sourced from the Client's Databases and other configured systems. AI-Generated Outputs may vary depending on data quality, completeness, structure, and context.

2.6. The Client acknowledges and agrees that the Service operates using automated and AI-driven processes and that Teramot does not warrant that any AI-Generated Outputs will be accurate, complete, error-free, suitable for a particular purpose, or produce any specific business, financial, operational, or regulatory outcome. The Service is provided on an "as is" and "as available" basis, and the Client is solely responsible for reviewing and validating any AI-Generated Outputs before relying on them for any purpose.

2.7. The Client retains all rights, title, and interest in and to its data, including data contained in its Databases and other enterprise systems made accessible to the Service ("Client Data"). Teramot processes Client Data solely to provide the Service as configured by the Client and does not assume responsibility for the legality, accuracy, quality, or integrity of Client Data.

2.8. Teramot is responsible for the operation of its platform and underlying automated processes but is not responsible for errors, omissions, or outcomes resulting from Client Data, Client instructions, system configurations, or the Client's use of AI-Generated Outputs.

2.9. All services described in this Section 2 shall collectively be referred to as “SaaS”,

3. THE SAAS

- 3.1. **Use of the SaaS.** During the Term, Customer may access and use the SaaS for its internal business purposes pursuant to the terms of any outstanding Order, including such features and functions as the Order requires.
- 3.2. **Service Notices.** Provider may, at its discretion, provide Customer with advance notice of scheduled maintenance, updates, or service interruptions that may affect the availability of the Services, including through the Services or by email. Customer acknowledges that Provider has no obligation to provide any such notice and that failure to do so shall not constitute a breach of this Agreement.
- 3.3. **Documentation.** Customer may reproduce and use the Documentation solely as necessary to support Users’ use of the SaaS.
- 3.4. **SaaS Revisions.** Provider may revise SaaS features and functions at any time, including without limitation by removing such features and functions or reducing service levels. If any such revision to the SaaS materially reduces features or functionality provided pursuant to an outstanding Order, Customer may, within 30 days of notice of the revision, terminate such Order, without cause, or terminate this Agreement without cause if such Order is the only one outstanding.

4. PAYMENT.

- 4.1. **Subscription Fees.** Provider may revise, update, modify, or discontinue features or functionality of the SaaS at any time, including by adding, removing, or altering features, interfaces, access methods, or underlying technologies. If a revision to the SaaS results in a material reduction of the core functionality of the SaaS expressly identified in an outstanding Order, as reasonably determined by Provider, and such reduction is not the result of: (i) the removal or modification of beta, preview, experimental, or non-generally available features; (ii) changes required to comply with applicable law, security requirements, or third-party platform constraints; or (iii) changes to integrations, access methods, APIs, agents, models, or interfaces that do not eliminate the ability to access the core data processing capabilities of the SaaS, then Customer may, within thirty (30) days of notice of such revision, terminate the affected Order without cause. Termination pursuant to this Section shall be Customer’s sole and exclusive remedy for any such revision.
- 4.2. **Taxes.** Amounts due under this Agreement are payable to Provider without deduction for any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, “Sales Tax”). Except as forbidden by applicable law, Provider may require that Customer submit applicable Sales Taxes to Provider. However, the preceding sentence does not apply to the extent that Customer is tax exempt, provided it gives Provider a valid tax exemption certificate within 30 days of the Effective Date. Provider’s failure to include any applicable tax in an invoice will not waive or dismiss its rights or obligations pursuant to this Section 4.2. If applicable law requires withholding or deduction of Sales

Taxes or any other tax or duty, Customer shall separately pay Provider the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section 4.2 does not govern taxes based on Provider's net income.

- 4.3. **Fee Adjustments upon Renewal.** In the event of renewal, Provider reserves the right to adjust the Subscription Fees. Should such an adjustment apply to Customer's subscription, Customer will receive a notification at least thirty (30) days before their renewal date, and the revised fees will take effect at the commencement of the subsequent Renewal Term. Should Customer disagree with the proposed adjustment, either Party may opt to terminate Customer's subscription upon the conclusion of the existing term, sending to the other Party a Notice of Non-Renewal.

5. CUSTOMER DATA & PRIVACY

- 5.1. **Management of Customer Data in General.** The provisions below of this Section 5.1 are subject to applicable law, including Privacy/Security Laws.

5.1.1. *Limited Use.* Provider shall not: (i) access, process, or otherwise use Customer Data other than as necessary to operate, provide, maintain, support, secure, monitor, debug, and improve the SaaS, including through automated and AI-driven processes, or as otherwise permitted under this Agreement; or (ii) give Customer Data access to any third party, except Provider's subcontractors that have a legitimate need for such access to facilitate the SaaS and are subject to a reasonable written agreement governing the confidentiality and security of Customer Data. Further, Provider shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data.

5.1.2. *De-Identified Data.* Notwithstanding the provisions of this Article 5, Provider may use, reproduce, sell, publicize, or otherwise exploit De-Identified Data (as defined below) in any way, in its sole discretion, including, without limitation aggregated with data from other customers. ("De-Identified Data" refers to Customer Data with the following removed: information that identifies or could reasonably be used to identify an individual person, a household, or Customer.)

5.1.3. *Privacy Policy.* Customer acknowledges Provider's privacy policy at [Teramot Privacy Policy](#), and Customer recognizes and agrees that nothing in this Agreement restricts Provider's right to alter such privacy policy.

5.1.4. *Required Disclosure.* Notwithstanding the provisions of this Article 5, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

5.1.5. *Risk of Exposure.* Customer acknowledges that no system or network can be guaranteed to be completely secure. While Provider implements commercially reasonable administrative, technical, and organizational measures designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction, Provider does not warrant that Customer Data will be immune from security incidents. Customer agrees that, to the maximum extent permitted by applicable law, Provider shall not be responsible for unauthorized access to or disclosure of Customer Data

resulting from factors outside Provider's reasonable control, including without limitation Customer's configurations, credentials, instructions, or actions of Customer's users or third parties.

5.1.6. *Additional Fees.* Customer recognizes and agrees that Provider may charge additional fees (without limitation) (a) for activities (if any) required by Privacy/Security Laws and (b) for activities Customer requests to help it comply with Privacy/Security Laws.

- 5.2. **Data Accuracy.** Provider will have no responsibility or liability for the accuracy of data uploaded to the SaaS by Customer, including without limitation Customer Data and any other data uploaded by Users.
- 5.3. **Erasure.** Customer acknowledges that it is solely responsible for accessing, exporting, and backing up Customer Data during the active term of the applicable Order Form or account. Upon termination or expiration of the applicable Order Form or the Customer's account, Provider shall have no obligation to provide access to, retrieve, export, or otherwise make available any Customer Data. Provider shall be entitled to permanently delete all Customer Data from its systems at any time after sixty (60) days following such termination or expiration, unless otherwise required by applicable law. Customer acknowledges and agrees that Provider shall have no responsibility or liability for any deletion of Customer Data performed in accordance with this Agreement.
- 5.4. **Data Practices and Machine Learning.** Provider may process Customer Data as necessary to operate, maintain, secure, monitor, and provide the Services in accordance with this Agreement and any applicable Data Processing Addendum. Provider may also use Customer Data to develop, train, validate, and improve machine learning models and automated systems used in connection with the Services. Customer may opt out of using its Customer Data for machine learning purposes at any time by emailing privacy@teramot.com. Upon receipt of such opt-out notice, Provider shall prospectively cease using Customer Data for machine learning purposes within a commercially reasonable period. For clarity, such opt-out shall not require Provider to delete, retrain, modify, or otherwise alter any machine learning models, weights, parameters, or systems that were developed, trained, or improved prior to the effective date of the opt-out. Provider shall not disclose Customer Data used for machine learning purposes to other customers or third parties in a manner that identifies Customer or its users, except as permitted under this Agreement or required by applicable law.

6. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS

- 6.1. **Acceptable Use.** Customer shall comply with the AUP. Customer shall not:
- 6.1.1. use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit the SaaS;
 - 6.1.2. provide SaaS passwords or other log-in information to any third party;
 - 6.1.3. share non-public SaaS features or content with any third party;
 - 6.1.4. access the SaaS in order to build a competitive product or service, to build a product using

similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, features, functions or graphics of the SaaS; or

6.1.5. engage in web scraping or data scraping on or related to the SaaS, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Users,

Provider may suspend Customer's access to the SaaS without advanced notice, in addition to such other remedies as Provider may have. Neither this Agreement nor the AUP requires that Provider take any action against Customer or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Provider is free to take any such action it sees fit.

6.2. **Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to the SaaS, including without limitation by protecting its passwords and other log-in information. Customer shall notify Provider immediately of any known or suspected unauthorized use of the SaaS or breach of its security and shall use best efforts to stop said breach.

6.3. **Compliance with Laws.** In its use of the SaaS, Customer shall comply with all applicable laws, including without limitation Privacy/Security laws.

6.4. **Users & SaaS Access.** Customer is responsible and liable for:

6.4.1. Users' use of the SaaS, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and

6.4.2. any use of the SaaS through Customer's account, whether authorized or unauthorized.

7. **IP & FEEDBACK**

7.1. **IP Rights to the SaaS.** Provider retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components, except to the limited extent that such rights are necessary for Customer's use of the SaaS as specifically authorized by this Agreement. Customer recognizes that the SaaS and its components are protected by copyright and other laws.

7.2. **Feedback.** Provider has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer, Customer's Clients, or other Users give Provider, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Provider's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. Feedback will not be considered Customer's trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services.)

8. **CONFIDENTIAL INFORMATION**

8.1. “Confidential Information” refers to the following items Provider discloses to Customer:

8.1.1. any document Provider marks “Confidential”;

8.1.2. any information Provider orally designates as “Confidential” at the time of disclosure, provided Provider confirms such designation in writing within five (5) business days;

8.1.3. the Documentation and the Services, Software, and any related materials or deliverables, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential.

8.1.4. Any other non-public, proprietary, or sensitive information that Customer should reasonably understand, given the nature of the information and the circumstances of disclosure, to constitute Provider’s trade secrets or confidential information.

Notwithstanding the foregoing, Confidential Information does not include information that:

8.1.5. is lawfully in Customer’s possession at the time of disclosure without restriction on use or disclosure;

8.1.6. is independently developed by Customer without use of or reference to Provider’s Confidential Information;

8.1.7. becomes publicly available before or after disclosure through no improper action or omission by Customer; or

8.1.8. is approved for release in writing by Provider.

Customer acknowledges and agrees that Confidential Information may include Provider’s valuable trade secrets and proprietary technology.

8.2. **Nondisclosure.** Customer shall not use Confidential Information for any purpose other than evaluating, negotiating, and performing its obligations under this Agreement (the “Purpose”). Customer:

8.2.1. shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 6.2; and

8.2.2. shall not disclose Confidential Information to any other third party without Provider’s prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify Provider of any misuse or misappropriation of Confidential Information that comes to Customer’s attention.

Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Provider prompt notice of any such legal or governmental demand and reasonably cooperate with

Provider in any effort to seek a protective order or otherwise to contest such required disclosure, at Provider's expense.

- 8.3. **Termination & Return.** With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate three (3) years after the date of disclosure; provided that such obligations related to Confidential Information constituting Provider's trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to Provider or certify, in writing, the destruction thereof.

- 8.4. **Injunction Relief.** Customer agrees that:

Each party acknowledges that a breach of its obligations under this Agreement may cause harm to the other party for which monetary damages may be an insufficient remedy in certain circumstances. Accordingly, either party may seek injunctive or equitable relief in accordance with applicable law, subject to the requirements and discretion of the relevant court. Nothing in this Agreement shall be deemed to waive any requirement for proof of actual harm, the availability of adequate remedies at law, or the posting of a bond where required by applicable law.

- 8.5. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Provider will retain all right, title, and interest in and to all Confidential Information.

- 8.6. **Exception & Immunity.** Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

8.6.1. **Immunity.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.6.2. **Use of Trade Secret Information in Anti-Retaliation Lawsuit.** An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8.7 Customer Confidential Information.

Provider shall not disclose to any third party any non-public business, technical, or commercial information disclosed by Customer to Provider in writing and expressly marked as confidential at the time of disclosure ("Customer Confidential Information"), except to Provider's subcontractors who

have a legitimate need to know such information to provide the Services and who are bound by confidentiality obligations no less protective than those set forth herein.

For clarity, Customer Confidential Information does not include Customer Data, AI-Generated Outputs, configurations, prompts, instructions, usage data, or any information derived from the operation or use of the Services.

Provider shall use commercially reasonable care to protect Customer Confidential Information from unauthorized disclosure. Except as expressly set forth in this Section 8.7, Provider assumes no confidentiality obligations with respect to information disclosed by Customer.

9. REPRESENTATIONS & WARRANTIES

9.1. **From Provider.** Provider represents and warrants that it is the owner of the SaaS and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights to use the SaaS set forth in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to use of the SaaS in combination with hardware or software not provided by Provider. In case of breach of the warranty above in this Section 9.1, Provider, at its own expense, shall promptly:

9.1.1. secure for Customer the right to continue using the SaaS;

9.1.2. replace or modify the SaaS to make it non-infringing; or if such remedies are not commercially practical in Provider's reasonable opinion,

9.1.3. refund the fees paid for the SaaS for every month remaining in the then-current Term following the date after which Customer access to the SaaS ceases as a result of such breach of warranty.

If Provider exercises its rights pursuant to Subsection 9.13. above, Customer shall promptly cease all use of the SaaS and all reproduction and use of the Documentation and erase all copies in its possession or control. This Section 9.1, in conjunction with Customer's right to terminate this Agreement where applicable, states Customer's sole remedy and Provider's entire liability for breach of the warranty above in this Section 9.1.

9.2. **From Customer.** Customer represents and warrants that:

9.2.1. it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement;

9.2.2. it has accurately identified itself and it has not provided any inaccurate information about itself to or through the SaaS; and

9.2.3. it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity

authorized to do business pursuant to applicable law.

- 9.3. **Warranty Disclaimers.** Except to the extent set forth in Section 9.1 above, CUSTOMER ACCEPTS THE SAAS “AS IS,” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) PROVIDER DOES NOT INDEMNIFY, AND HAS NO OBLIGATION TO DEFEND, CUSTOMER OR USERS AGAINST ANY CLAIMS ALLEGING INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF INTELLECTUAL PROPERTY RIGHTS.; (b) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SAAS WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SAAS IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

10. INDEMNIFICATION

10.1 Customer Indemnification.

Customer shall indemnify, defend, and hold harmless Teramot, its affiliates, and their respective officers, directors, employees, agents, and contractors from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to:

10.1.1 Customer’s use of the Services in violation of this Agreement, applicable law, or the Acceptable Use Policy;

10.1.2 Customer Data, including any allegation that Customer Data infringes, misappropriates, or otherwise violates the intellectual property rights, privacy rights, or other rights of a third party;

10.1.3 Customer’s instructions, configurations, prompts, requests, or directions provided to the Services, including outputs generated as a direct result thereof; or

10.1.4 Customer’s breach of this Agreement.

10.2 Indemnification Process.

Teramot shall promptly notify Customer of any indemnified claim and reasonably cooperate, at Customer’s expense, in the defense of such claim. Customer shall have sole control over the defense and settlement of the claim, provided that no settlement admitting fault or liability on behalf of Teramot, or imposing any non-monetary obligation on Teramot, may be entered into without Teramot’s prior written consent, which shall not be unreasonably withheld.

10.3 Exclusions.

Teramot shall have no indemnification obligation under this Section 10 to the extent a claim arises from Teramot’s gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

11. LIMITATION OF LIABILITY

11.1. **Dollar Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER PURSUANT TO THE APPLICABLE ORDER OR SOW DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMIT IS CUMULATIVE AND NOT PER-INCIDENT.

11.2. Excluded Obligations.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (i) CUSTOMER'S OBLIGATION TO PAY FEES, TAXES, OR OTHER AMOUNTS OWED UNDER THIS AGREEMENT; OR (ii) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION).

11.3. **Excluded Damages.** Except with regard to breaches of Article 8 (Confidential Information), IN NO EVENT SHALL PROVIDER BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4. **Clarifications & Disclaimers.** THE LIMITATIONS SET FORTH IN THIS ARTICLE APPLY REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT PROVIDER HAS RELIED UPON THESE LIMITATIONS IN ENTERING INTO THIS AGREEMENT.

12. TERM & TERMINATION

12.1. **Term.** *The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for one (1) year. Thereafter, the Term will renew for successive one (1) year periods, unless either party refuses such renewal by written notice 30 or more days before the renewal date.*

12.2. **Termination for Cause.** *Either party may terminate this Agreement for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.*

12.3. **Effects of Termination.** Upon termination of this Agreement, Customer shall cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 7 (*IP & Feedback*), 8 (*Confidential Information*), 9.3 (*Warranty Disclaimers*), 10 (*Indemnification*), and 11 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. MISCELLANEOUS

- 13.1. **Independent Contractors.** The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 13.2. **Notices.** Provider may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to contracts@teramot.com, and such notices will be deemed received 72 hours after they are sent. In addition, Customer is on notice and agrees that: (a) for claims of copyright infringement, the complaining party may contact copyright@teramot.com; and (b) Provider will terminate the accounts of subscribers who are repeat copyright infringers.
- 13.3. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.
- 13.4. **Assignment & Successors.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 13.5. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 13.6. **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 13.7. **Choice of Law & Jurisdiction.** This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of Delaware, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of New Castle County, Delaware. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 13.8. **Conflicts.** In the event of any conflict between this Agreement and any Provider policy posted

online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern.

13.9. **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.10. **Technology Export.** Customer shall not:

13.10.1. permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or

13.10.2. export any software provided by Provider or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations.

Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

13.11. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.12. **Amendment.** Provider may amend this Agreement from time to time by posting an amended version at its Website and sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”) unless Customer first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer’s next Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Article 11, *Term & Termination*). Customer’s continued use of the Service following the effective date of an amendment will confirm Customer’s consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Provider may revise the Privacy Policy and Acceptable Use Policy at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted; provided if such amendment materially reduces Customer’s rights or protections, notice and consent will be subject to the requirements above in this Section 13.12.

13.13. **Export Controls.** Customer represents and warrants that it shall comply with all laws and regulations applicable to Customer with respect to the purchase and use of the Services and/or deliverables. Customer further acknowledges and agrees that the Services and/or deliverables purchased, and SaaS licensed, under this Agreement, may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (the “EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (the “ITAR”) maintained by the

Department of State. Specifically, Customer covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of the Services and/or deliverables to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. This export control clause shall survive termination or cancellation of this Agreement.

13.14. **Anti-Bribery.** Customer acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act of 2010 (the "UKBA") and agrees to comply with its terms as well as any provisions of local law applicable to this Agreement and/or the Services. Customer further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment, and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Services and/or deliverables. Customer agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Customer agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anti-corruption or anti-bribery law.

13.15. **Restrictions.** Except as expressly permitted by this Agreement, Customer will not (and will not allow anyone else to):

13.15.1. reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Product (except to the extent Applicable Laws prohibit this restriction);

13.15.2. provide, sell, transfer, sublicense, lend, distribute, rent, or otherwise allow others to access or use the Product;

13.15.3. remove any proprietary notices or labels;

13.15.4. copy, modify, or create derivative works of the Product;

13.15.5. conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of the Product;

13.15.6. access accounts, information, data, or portions of the Product to which Customer does not have explicit authorization;

13.15.7. use the Product to develop a competing service or product;

13.15.8. use the Product with activity prohibited by Applicable Laws;

13.15.9. use the Product to obtain unauthorized access to anyone else's networks or equipment; OR

13.15.10. upload, submit, or otherwise make available to the Product any information or content to which Customer does not have the proper rights.