IDC TERMS AND CONDITIONS

These terms ("Terms") set forth the terms and conditions under which IDC will provide Client with services ("**Services**"), all as described in one or more order forms, statements of work, or other ordering documents referencing these Terms (each, a "**SOW**"). "**IDC**" means IDC Research, Inc. or one of its Affiliates identified in the SOW. "**Client**" means the Client entity identified in the SOW. The SOW, these Terms, and any documents expressly incorporated by reference herein constitute the entire agreement ("**Agreement**") and supersede any related discussions, writings, and proposals. Any other terms Client seeks to incorporate via purchase order or otherwise, even when signed or acknowledged by IDC, are excluded. Client's use of the Services confirms Client's acceptance of these Terms.

1. Description of Services

1.1 Orders. The SOW includes a description of the Services, including, as applicable, Content, Fees, Authorized Users, and any special conditions. Services may consist of one or more of the following:

(a) "**Content Services**," meaning access to IDC's content, data, research, analysis, reports, and all other proprietary materials created by IDC ("**Content**");

(b) "**Custom Services**," meaning consulting, marketing or content creation services, together with any deliverables produced in connection therewith ("**Deliverables"**);

(c) "**Event Services**," meaning conferences, speaking engagements, workshops, webinars, and related event programming; and

(d) "**AI Features**" meaning interactive, AI-powered features provided by IDC that generate output in response to prompts, queries, or instructions submitted by Client or its Authorized Users, such as conversational research assistants.

Any change to the scope of the Services in a SOW must be mutually agreed in writing via a formal change order ("**Change Order**"). IDC reserves the right to update, modify, enhance, or replace the Services from time to time, including changes to features, functionality, data coverage, research methodologies, platform interfaces, and underlying AI models provided that such changes do not materially degrade the overall functionality of the Services during the applicable SOW term.

1.2 Accessing Services. Subject to Section 1.3, IDC grants Client a non-exclusive, non-transferable right to (i) allow its Authorized Users to access and use the Content Services and AI Features, and (ii) to download, share and distribute Content, Deliverables and AI-Generated Material internally among its employees and contractors, in each case for Client's internal business purposes during the applicable SOW term. "Authorized Users" means Client's designated employees and contractors who are authorized to access the Content Services and AI Features using their assigned login credentials. Client is responsible for maintaining the confidentiality and security of login credentials, for all activity under Authorized User accounts, and for its employees' and contractors' compliance with these Terms, and must immediately notify IDC of any unauthorized use of, or security breach involving, an Authorized User's account.

1.3 **Usage Restrictions.** Client shall not (a) sell, sublicense, distribute, reverse engineer, scrape, decompile, or transform IDC IP, create derivative works or competitive products, or remove, alter, or obscure any proprietary notices, copyright markings, or attribution on IDC IP; (b) allow any person other than an Authorized User to access or use the Content Services or AI Features, or exceed the number of Authorized Users set forth in the applicable SOW if sold on a per-seat basis; (c) quote, cite, excerpt or otherwise externally reproduce, distribute or display IDC IP without prior permission from permissions@idc.com**,** and any such permitted use must include clear and prominent attribution to IDC in a form specified or approved by IDC; (d) except as permitted under Section 1.4 or otherwise expressly authorized in writing by IDC, input, upload, or process IDC IP in an AI System or any platform that uses Advanced Analytics; (e) use the IDC IP to train, improve, or otherwise enhance any AI, large language, algorithm, machine learning model, or knowledge base; (f) download Content in bulk or as part of a systematic download, use Content to create, populate, or contribute to a database, data warehouse, data lake, or other structured repository, or use robots, spiders, crawlers, scrapers, or any other automated program to search, scrape, extract, index, or systematically access Content or any part of the Services; (g) attempt to reverse-engineer, extract model weights or parameters from, derive the training data or underlying Content incorporated into, or circumvent any safety controls, filters, or access restrictions in the AI Features; (h) access data or systems Client is not authorized to use, interfere with or disrupt the Services or any connected network, or upload any viruses, malware, or harmful code; or (i) use the Services in any manner that violates applicable laws or regulations. "Advanced Analytics" means functionality that analyzes data or content to predict outcomes, classify information, or generate insights using statistical methods, machine learning, or artificial intelligence beyond basic data visualization, charting, dashboarding, or reporting. "AI System" means artificial intelligence systems that generate new content such as text, data, images, audio, video, or code based on user prompts, including large language models, image generators, and code generators.

1.4 **Approved Platforms.** Client may input, upload, or transfer Content to an AI System or platform that uses Advanced Analytics only if the receiving platform is approved in writing by IDC ("**Approved Platform**") and the transfer is made through an IDC-provided connector or other integration approved in writing by IDC ("**Authorized Connector**"). Each Approved Platform must meet the following requirements ("**Platform Requirements**"): (a) is accessible only by Client and its Authorized Users; (b) it maintains confidentiality protections at least as restrictive as those in Section 6; and (c) it does not use the Content to train, fine-tune, improve, or otherwise enhance any artificial intelligence, machine learning, or algorithmic model. Client must maintain a written agreement with the platform operator consistent with this Section and ensure continued compliance. IDC may revoke or modify Authorized Connector access at any time, and use of Authorized Connectors is subject to this Agreement and IDC's applicable documentation and instructions, as updated from time to time. Notwithstanding the above, Client and its Authorized Users may manually download, input, or store limited portions of Content in Client's internal business tools (such as word processing, spreadsheet, presentation, email, and internal collaboration applications), including tools with AI or Advanced Analytics features, provided that: (i) the tool meets the Platform Requirements; (ii) the amount is reasonably necessary for the

Authorized User's job responsibilities and is not part of a bulk or systematic download; and (iii) the Content is not used to create, populate, or contribute to a database, data warehouse, data lake, or other structured repository. All use of Content under this Section 1.4, whether through an Approved Platform, an Authorized Connector, or an internal business tool, remains subject to Sections 1.2 and 1.3.

1.5 Changes in Usage. If a Service is sold on an enterprise-wide basis, use is limited to Client and its wholly owned Affiliates as of the SOW effective date. If the SOW is assigned or if Client acquires or is acquired by another entity during the SOW term, Client must notify IDC in writing, and IDC reserves the right to exclude additional Affiliates or adjust Fees based on the extended usage of the Content at renewal.

1.6 Affiliates. "Affiliate" means with respect to a party, any entity which directly or indirectly controls, is controlled by or is under common Control with such party, and "Control" means direct or indirect ownership or control of more than 50% of the voting interests of such party. In the case of IDC, Affiliates are limited to International Data Group, Inc. and its direct and indirect Controlled subsidiaries.

1.7 Records Review. Without limiting IDC's right to electronically monitor usage of the Services, upon thirty (30) days' prior notice, IDC may review Client's records to verify compliance with this Agreement (**"Records Review**") during the term of this Agreement and for a period of one (1) year following its expiration or termination, but no more than once per year unless (a) required by law or court order; (b) Client's prior Records Review results were unsatisfactory; or (c) IDC reasonably believes Client's use of the Content is inconsistent with this Agreement. Client will provide IDC with copies of its records and any reasonably required assistance and information regarding its use of the Content. Client will maintain complete and accurate records of its use of the Content and retain such records for at least one (1) year after the expiration or termination of the Agreement. IDC will bear the cost of each Records Review, unless it discloses Client's breach of this Agreement, in which case Client will bear the full cost of such Records Review and promptly correct any non-compliance at Client's sole expense.

1.8 Pre-Paid Services. Certain Services may be purchased on a pre-paid basis. Unused Services expire at the end of the allotted timeframe and cannot be carried over, refunded, or credited. For consulting hours or projects to be defined later, Client may select specific Services with IDC's written agreement.

2. AI Features

2.1 AI Features and AI-Generated Material. AI Features may be used by Client and its Authorized Users solely to interact with, analyze, summarize, and navigate Content. "**AI-Generated Material**" means the specific outputs generated by AI Features in response to User Inputs. AI-Generated Material is not Content but may incorporate Content and is provided for informational purposes only. AI-Generated Material that is derived from, incorporates, summarizes, or is based on Content is subject to the same access and use restrictions as Content under Section 1. Client may not redistribute, publish, or present AI-Generated Material as Content or as IDC's official position on any topic, or use AI Features to create material that impersonates IDC analysts or fabricates Content.

2.2 Messaging Channels. If Client or its Authorized Users access AI Features by submitting queries via email, messaging platforms, collaboration tools, or other third-party communication channels, Client consents to receive AI-generated responses through the channel or address from which the query was sent. Responses may note that IDC's published research on a given topic extends beyond the materials available under Client's current subscription; any such reference is provided solely to inform Client of the scope and limitations of the response and does not constitute a commercial solicitation. IDC is not responsible for the availability, security, or functionality of any third-party platform through which Client accesses AI Features. IDC reserves the right to decline to process any submission in its sole discretion and without liability.

2.3 IDC Use of AI. IDC may use artificial intelligence tools and technologies, including third-party AI models, in the course of its business operations and delivery of the Services.

3. Custom Services

3.1 Custom Services. When a SOW includes Custom Services, IDC will perform such services in accordance with the specifications set forth in the SOW. IDC will provide milestones, timelines, and requirements as applicable to the Service. If Client misses or exceeds deadlines for providing necessary information, approvals, or materials required for IDC's performance, or otherwise causes delays, IDC's performance shall be extended by a period of time equal to the length of delay. If delays extend the timeline by more than one (1) month, IDC reserves the right to close out the Service upon written notice to Client and a ten (10) day opportunity to cure. If Client does not cure within the cure period, any completed Deliverables or portions thereof will be delivered to Client, and Client remains responsible for 100% of the Service fees, and any pre-paid fees will not be refunded.

3.2 Personnel. IDC assigns its personnel, including analysts, consultants, and speakers ("**Personnel**"), at its discretion and may substitute Personnel of comparable qualifications at any time upon notifying Client. Any reference to a specific individual in a SOW does not create an obligation to assign or retain that individual, and no substitution of Personnel shall constitute a material change to the Services or Deliverables or give rise to any right to terminate the SOW or request a refund.

4. User Inputs

4.1 Client Responsibility. "**User Inputs"** means the prompts, queries, documents, datasets, and other content Authorized Users submit to the Services, including through AI Features and messaging channels**.** Client is responsible for ensuring that User Inputs do not (a) infringe or misappropriate any third party's intellectual property or proprietary rights; (b) contain special categories of personal data or sensitive personal information; (c) include restricted data such as classified information or export-controlled data; (d) contain unlawful, defamatory, obscene, or harmful content; or (e) include third-party communications or content for which Client lacks the necessary rights, consents, or authorizations to share with IDC and its service providers.

4.2 License to IDC. Client grants IDC a non-exclusive, worldwide, royalty-free license to use, process, store, analyze, and transmit User Inputs as permitted by the Agreement and to provide the Services . IDC will

not (a) use Client's User Inputs to train the underlying artificial intelligence or machine learning model; or (b) share Client's User Inputs with third parties except as needed to provide the Services.

5. Fees and Payment

5.1 **Fees.** Client will pay IDC the fees set forth in the SOW ("**Fees**") and will reimburse expenses as set forth in the SOW or otherwise agreed in writing ("**Expenses**"). Fees are exclusive of all taxes, and IDC will invoice Client for any taxes it is required to collect or remit, other than (a) IDC's income taxes or franchise taxes and (b) VAT or other indirect sales tax for which Client has provided a valid tax exemption or direct pay certificate. Client will provide IDC evidence of any taxes withheld as required by local law.

5.2 **Invoicing and Payment.** IDC will invoice Client for Fees and Expenses as set forth in the SOW. Unless the SOW specifies otherwise, payments must be made in US dollars and are due upon receipt of invoice. If Client believes an invoice is incorrect, Client will promptly notify IDC and pay the undisputed portion. Undisputed late payments will accrue interest at 1.5% per month or the maximum rate allowed by law, whichever is less. IDC may recover all costs of collection, including reasonable attorneys' fees. Payments must be made by wire transfer, ACH transfer, or check, as instructed on each invoice, and Client is responsible for all bank fees, wire transfer charges, and other costs associated with the payment method.

6. Confidentiality

6.1 **Definition.** "Confidential Information" means all proprietary, non-public information of IDC, Client or their respective Affiliates, including: (a) technical, marketing, financial, and business information, know-how, processes, policies, client lists, and data; (b) the terms of the Agreement; and (c) any other information or materials of a type, or disclosed in a manner, that would lead a reasonable person to understand it should be considered confidential. In addition, IDC's Confidential Information includes price quotes. Client’s Confidential Information includes User Inputs.

6.2 **Exceptions.** Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party; (b) the receiving party or its Affiliates rightfully received from a third-party without restrictions on disclosure; (c) was independently developed by the receiving party or its Affiliates without access to the Confidential Information; or (d) must be provided to a governmental authority to comply with Trade Laws.

6.3 **Confidentiality Obligations.** The receiving party will use the disclosing party's Confidential Information to provide or receive the Services, or as otherwise permitted by these Terms, and will protect it from unauthorized disclosure with the same degree of care it uses to protect its own confidential information of like nature, but not less than reasonable care. The receiving party may share Confidential Information with Authorized Recipients who need access to perform their duties under this Agreement and who are subject to confidentiality obligations at least as restrictive as those in this Agreement. "Authorized Recipients" means the employees, officers, directors, consultants, contractors, advisors, and legal counsel of the receiving party or its Affiliates. The receiving party will

not disclose Confidential Information to third parties except as provided in this Agreement or with the disclosing party's express written consent. The receiving party may disclose Confidential Information as required by applicable law or court order but must give the disclosing party reasonable advance written notice (unless prohibited by law) and make reasonable efforts to secure confidential treatment.

6.4 **Effect of Termination.** The parties' confidentiality obligations will survive for two (2) years after expiration or termination of the Agreement. If directed in writing to do so by the disclosing party, the receiving party will return or destroy all materials, other than archived computer system backups, containing the disclosing party's Confidential Information. The archived Confidential Information, if any, will remain subject to the confidentiality provisions of the Agreement.

6.5 **Remedies.** The receiving party acknowledges that unauthorized disclosure or use of Confidential Information may cause the disclosing party to suffer irreparable harm that may not be adequately compensated for monetary damages. In addition to any other remedies that may be available to it, the disclosing party is entitled to seek injunctive relief, without posting bond, in connection with the receiving party's imminent or threatened breach of its confidentiality obligations. If the receiving party breaches its confidentiality obligations, the disclosing party may terminate the Agreement immediately upon written notice to the receiving party.

7. Data Protection

7.1 **Definitions.** "Data Protection Laws" means applicable laws and regulations regarding the processing, privacy, or use of personal data, including, as applicable (a) Regulation (EU) 2016/679 of April 2016 on the protection of natural persons regarding the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "EU GDPR"); (b) the United Kingdom's Data Protection Act 2018 and GDPR as adopted into law of the United Kingdom by virtue section 3 of the United Kingdom's European (Withdrawal) Act 2018 (the "UK GDPR"); and (c) the California Consumer Privacy Act ("CCPA") and California Privacy Rights Act ("CPRA"). "GDPR" means the EU GDPR and UK GDPR. The terms "Personal Data," "Controller," and "Processor" have the meanings set forth in the Data Protection Laws.

7.2 **Independent Controller.** IDC processes Personal Data, including business card data of Client and its representatives, primarily as an independent Controller and for the purposes of: (a) invoicing, billing, and other business inquiries; (b) contract and project management; and (c) order fulfillment and delivery or other access to Services. Processing of Personal Data is subject to IDC's published privacy policy, as amended from time to time. As an independent Controller, IDC will determine the purposes and means by which Personal Data is processed. IDC has implemented commercially reasonable measures, including the use of technical and physical controls, to ensure that Personal Data is maintained accurately and safeguarded against destruction, loss, alteration, unauthorized disclosure to third parties, or unauthorized access by IDC employees or contractors.

7.3 **No Joint Controllership.** The parties are not entering into a relationship of joint controllership regarding Personal Data processed under the Agreement or in connection with the Services, and no

provision of the Agreement will be construed or interpreted as evidence of intent to establish such a relationship. Neither party has offered to act as a joint Controller regarding the Personal Data, and neither party is relying on any representation that the parties will be joint Controllers. When acting as independent Controllers, the parties are not liable to each other for any processing of Personal Data under the Agreement.

7.4 **Additional Agreements.** If the nature or configuration of the Services requires IDC to act on Client's behalf as a Processor of Personal Data, the IDC Data Processing Addendum available at https://legal.idg.com/ will govern IDC's processing of Personal Data.

8. Ownership

8.1 **Definitions.** "Intellectual Property Rights" means all rights, anywhere in the world, whether statutory, common law, or otherwise, in and to: (a) works of authorship, copyrights, patents, trade secrets, trademarks, service marks, and domain names; (b) databases and other compilations and collections of data or information, content, publicity, and privacy rights; (c) other intellectual and industrial property; and (d) all current and future rights relating to any of the above. "Background IP" means Intellectual Property Rights that are: (i) owned or controlled by a party prior to the SOW effective date; (ii) licensed to a party by a third-party under a license that authorizes use or disclosure of the Intellectual Property Rights; or (iii) conceived, discovered, created, developed, or reduced to practice by a party or its employees, contractors, or agents independently of the work done under this Agreement.

8.2 **IDC IP.** "IDC IP" means IDC's Background IP, Confidential Information, and all Intellectual Property Rights associated with the Services, Content, Deliverables, and Service Data, including any improvements, enhancements, or modifications thereto, and any materials or know-how (other than Client Background IP and Confidential Information) used or created while performing IDC's obligations under the Agreement, including proprietary methodologies, processes, content, data, templates, models, and algorithms. IDC retains sole and exclusive ownership of all IDC IP. Without limiting the foregoing: (a) Deliverables and AI-Generated Material are IDC IP, provided that Client's Background IP and Confidential Information incorporated into such Deliverables and AI-Generated Material remain Client's property; (b) IDC may reuse its methodologies, analytical frameworks, processes, and general knowledge gained in performing Custom Services; (c) all event content, recordings, presentations, and materials from Event Services are IDC IP; and (d) all Service Data and any analyses, insights, research, data products, or other materials derived therefrom, are IDC IP.

8.3 **Client IP.** Client retains sole and exclusive ownership of its Background IP and Client Confidential Information. Client grants IDC the right to use materials Client provides, including Client Confidential Information and Client Background IP, solely as set forth in this Agreement, including to provide the Services and deliver the Deliverables.

8.4 **Reservation of Rights.** Except as set forth in the Agreement or the applicable SOW, neither party has any right or license to the other party's Confidential Information or Background IP. Each party reserves all rights not expressly granted in the Agreement.

8.5 **Feedback.** Client may provide feedback ("**Feedback**") to IDC or its Affiliates regarding IDC's Services, Deliverables, or general offerings and capabilities. IDC may use Feedback without restriction or obligation to Client but will not identify Client as the source.

9. Limited Warranties and Disclaimers

9.1 **Services Warranty.** IDC will perform Custom Services in a professional and workmanlike manner according to current industry standards, and Deliverables will materially conform to the description set forth in the SOW. If Custom Services or Deliverables materially differ from the specifications in the SOW, Client will promptly provide a detailed written explanation to IDC. IDC will, in its sole discretion, either re-perform or correct any nonconforming Services or Deliverables at no additional cost to Client or provide a full refund of the Fees associated with the nonconforming Service or Deliverable. The foregoing is Client's sole and exclusive remedy for any nonconforming Services or Deliverables. IDC will not be liable to the extent Client's acts or omissions prevent, impede, or delay IDC's performance.

9.2 **General Disclaimer.** IDC DOES NOT REPRESENT OR WARRANT THE SERVICES, CONTENT, AI FEATURES, OR DELIVERABLES ARE OR WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR WILL ENABLE CLIENT TO ACHIEVE ANY PARTICULAR RESULT. EXCEPT AS PROVIDED IN SECTION 9.1, IDC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLIENT ACKNOWLEDGES THAT IDC IS NOT A PROFESSIONAL ADVISOR AND IS NOT PROVIDING INVESTMENT, FINANCIAL OR OTHER ADVICE. CLIENT IS RESPONSIBLE FOR THE DECISIONS IT MAKES IN USING THE SERVICES, CONTENT, AI-GENERATED MATERIAL, OR DELIVERABLES.

9.3 **AI Disclaimers.** AI-GENERATED MATERIAL IS PRODUCED BY ARTIFICIAL INTELLIGENCE SYSTEMS,MAY CONTAIN ERRORS, INACCURACIES, OR OUTDATED INFORMATION, IS NOT REVIEWED OR APPROVED BY IDC ANALYSTS, DOES NOT NECESSARILY REFLECT IDC'S VIEWS, AND SHOULD BE INDEPENDENTLY VERIFIED BY CLIENT BEFORE RELIANCE. IDC MAKES NO REPRESENTATION OR WARRANTY THAT AI-GENERATED MATERIAL IS ORIGINAL, NON-INFRINGING, OR ELIGIBLE FOR COPYRIGHT PROTECTION, AND CLIENT ASSUMES ALL RISK ASSOCIATED WITH ITS USE. IDC DOES NOT CONTROLTHIRD-PARTY AI MODELS AND IS NOT LIABLE FOR ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS ATTRIBUTABLE TO THIRD-PARTY AI PROVIDERS.

10. Indemnity

10.1 **IDC Indemnity.** IDC will indemnify, defend and hold harmless Client and Client Affiliates, employees, officers, directors, shareholders, and assigns (each a "**Client Indemnified Party**") against all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client or the Client Indemnified Party resulting from a valid third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the use of the Services or Deliverables in accordance with the Agreement infringe or misappropriate such third-party's intellectual property rights, provided that Client Indemnified Party promptly notifies IDC in writing of the Third-Party Claim, cooperates with IDC, and allows IDC sole authority to control the defense and settlement of such Third-Party Claim. In the event of any Third-



Party Claim, IDC may, at its option: (a) purchase a license to permit Client to continue using the Services or Deliverables; (b) modify or replace the relevant Services or Deliverables with non-infringing alternatives of substantially equivalent performance; or if the options under (a) or (b) are not commercially feasible, (c) terminate this Agreement and reimburse Client for the Fees paid for such Services or Deliverables. Notwithstanding the above, IDC shall not be liable to the extent the infringement is based on: (i) the combination of the Services or Deliverables with any item not supplied by IDC; (ii) modifications not made by IDC; (iii) AI-Generated Material or (iv) use of the Services or Deliverables by Client in violation of the terms of this Agreement.

10.2 **Client Indemnity.** Client will indemnify, defend and hold harmless IDC and IDC Affiliates, employees, officers, directors, shareholders, and assigns (each an "**IDC Indemnified Party**") against all Losses incurred by IDC or the IDC Indemnified Party resulting from (a) a violation of the usage restrictions set forth in Section 1.3 and Section 2.1; (b) a violation of Client's post-termination obligations set forth in Section 12.4; (c) a valid Third-Party Claim that User Inputs or other materials provided by Client infringe or misappropriate such third-party's intellectual property rights; (d) Client's distribution of Content or AI-Generated Material in violation of this Agreement; or (e) Client's use of any platform or tool in violation of Section 1.4, provided that in the case of a Third-Party Claim the IDC Indemnified Party promptly notifies Client in writing of the claim, cooperates with Client, and allows Client sole authority to control the defense and settlement of such claim.

11. Limitation of Liability

11.1 **Exclusion of Damages.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTIONS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING IN CONNECTION WITH CLAIMS RELATED TO AI-GENERATED MATERIAL, USER INPUTS, OR THIRD-PARTY AI PROVIDERS.

11.2 **Liability Cap.** SUBJECT TO SECTION 11.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER A SOW FOR DAMAGES THAT, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID OR PAYABLE TO IDC BY CLIENT FOR THE SERVICES GIVING RISE TO LIABILITY DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE CLAIM.

11.3 **Exceptions.** NEITHER PARTY EXCLUDES OR LIMITS LIABILITY FOR (a) FRAUD; (b) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (c) BREACH OF SECTION 1.3 (USAGE RESTRICTIONS); OR (d) ANY OTHER LIABILITY (SUCH AS GROSS NEGLIGENCE) WHERE NOT PERMITTED TO DO SO UNDER APPLICABLE LAW.

11.4 **Essential Terms.** THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE THEORY OF LIABILITY OR FORM OF ACTION, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

12. Term and Termination

12.1 **Term.** The term of the Services will be set forth in the SOW. Unless the SOW specifies otherwise, Services will automatically renew for successive twelve (12) month periods unless either party notifies

the other in writing that it is opting out of the automatic renewal at least thirty (30) days before the end of the then-current term. IDC may change the fees for auto-renewing Services with effect from the start of each renewal term by giving Client at least 60 days' written notice.

12.2 Termination. A party may terminate the Agreement upon written notice if the other party has committed a material breach and has not cured it within thirty (30) days after receiving written notice of breach, in which case the non-breaching party shall have no further obligation to pay fees. In addition, IDC may terminate or suspend a SOW upon written notice if Client: (a) fails to make any overdue payments within fifteen (15) days after written notice of default; (b) initiates or becomes the subject of bankruptcy or insolvency proceedings, is adjudicated bankrupt, or makes an assignment for the benefit of creditors, in which case all Fees for the entire remaining term of the SOW shall immediately become due and payable, and Client remains obligated to pay all such Fees for the full SOW term notwithstanding the termination; or (c) becomes affiliated with or assigns the SOW to a competitor of IDC or its Affiliates. IDC may discontinue a Service upon ninety (90) days' written notice to Client, provided IDC, in its sole discretion, will provide Client a materially similar substitute Service or a pro-rated refund for the remainder of the then-current term following discontinuation. Further, IDC may suspend or terminate the Agreement with immediate effect and without written notice or liability in the event IDC determines, in its sole and absolute discretion, that (i) a breach of Section 13.2 has occurred, and/or (ii) continued performance under the Agreement may result in a violation of any Trade Laws and/or create sanctions, export control, or regulatory risk. Upon any termination under clause (a) or (c) above or under the preceding sentence, all outstanding Fees shall immediately become due and payable, and Client remains obligated to pay all Fees through the date of termination.

12.3 Suspension. If Client engages in misuse of the Content, including but not limited to material violations of usage restrictions set forth in Section 1.3, use that damages IDC's reputation or business, or repeated violations after notice, IDC may immediately suspend Client's access to the Services and the Content upon written notice, and Client shall have ten (10) days from receipt of such notice to cure the misuse. If Client fails to cure the misuse within the cure period, IDC may terminate the Agreement and all outstanding Fees shall immediately become due and payable. During any suspension or termination, Client remains obligated to pay all Fees.

12.4 Effect of Termination. Unless IDC has agreed otherwise in the SOW, upon expiration or termination, all usage rights to Services, including Deliverables and Content, end immediately and Client must delete or return Content and Deliverables in its possession or control. If requested, Client will provide written confirmation of compliance with this Section 12.4. If Client terminates for IDC's breach, Client is obligated to pay IDC for all Services performed and Deliverables delivered, in addition to any reimbursable Expenses, up until the effective date of termination. Otherwise, Client remains obligated to pay IDC all Fees as specified in Section 12.2, in addition to any reimbursable Expenses, without deduction. Termination will not affect other accrued rights and obligations.

12.5 Survival. The provisions of Section 12.4 and Sections 4 (User Inputs), 6 (Confidentiality), 7 (Data Protection), 8 (Ownership), 9.2 (General Disclaimer), 9.3 (AI Disclaimers), 10 (Indemnity), 11 (Limitation

of Liability), 13 (General), and all definitions, and any other provisions that by their nature ought to survive, will survive termination or expiration of the Agreement.

13. General

13.1 Independent Contractor. IDC is an independent contractor and not Client's agent, employee, partner, or joint venturer. Neither party is authorized to bind, commit, or obligate the other in any way. IDC may perform some or all of its obligations from any of its offices globally or through any of its Affiliates or third parties, provided IDC remains responsible for their performance.

13.2 Trade Laws Compliance. Client represents and warrants that none of Client nor any of its Affiliates, nor any officer, director, employee or agent of the foregoing, nor any Authorized User (a) has offered to pay, paid, promised to pay, or authorized the payment of, or will offer to pay, pay, promise to pay, or authorize the payment of, money or anything else of value with the purpose or effect of public or commercial bribery, acquiescence in extortion or kickbacks, or any other means of obtaining business that is improper or would violate the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 or any other applicable anti-corruption or antibribery laws and regulations ("**Anti-Corruption Laws**") in connection with the Agreement; (b) is in violation of or will violate any Anti-Corruption Laws, Sanctions, as well as applicable export controls, import controls (collectively, together with Anti-Corruption Laws and Sanctions, "**Trade Laws**"), with respect to the provision of the Services and any other activities, transactions or dealings contemplated under the Agreement; (c) is or is acting for, on behalf or at the direction of, a person who is (i) the target of sanctions imposed by the United States, United Kingdom, European Union or any member state thereof, United Nations, Canada, Australia, New Zealand, or Japan (collectively, "**Sanctions**"), including any person on a restricted party list maintained by any sanctions authority referenced herein; (ii) organized, located or resident in any country or territory that is the target of comprehensive Sanctions (including Cuba, Iran, North Korea, Syria, Crimea, Donetsk People's Republic, Luhansk People's Republic, Kherson, and Zaporizhzhia regions of Ukraine, or any country or territory whose government is the target of Sanctions (including Venezuela) or that is otherwise the target of broad Sanctions restrictions (including Afghanistan, Russia and Belarus) (collectively, "**Sanctioned Country**"); or (iii) owned or controlled directly or indirectly, individually or in the aggregate, 50% or more, by person(s) described in clause(s) (c)(i) and/or (c)(ii) (collectively, "**Sanctioned Persons**"); or (d) has engaged or will engage, directly or indirectly, in any activity, transaction or dealing involving a Sanctioned Person or Sanctioned Country in connection with the Agreement (including, but not limited to, reexporting the Services to a Sanctioned Person, or transferring funds to IDC from or through a financial institution that is a Sanctioned Person). Client shall not, and shall not permit any of its Affiliates, Authorized Users, or agents to, directly or indirectly: (i) fund all or part of any payment under the Agreement out of proceeds derived from criminal activity or activity or transactions in violation of any Trade Laws, or that would otherwise cause any person (including IDC) to be in violation of any Trade Laws; (ii) use, resell, transfer, or make available any Services, Content, Deliverables, or AI-Generated Material to any Sanctioned Person or in any Sanctioned Country; (iii) use any Services, Content, Deliverables, or AI-Generated Material for any

prohibited military, intelligence, surveillance, weapons proliferation, or sanctions-evasion end use; (iv) request IDC to provide controlled technology, source code, product design, infrastructure configuration, deployment, implementation, or other technical assistance unless expressly approved in writing by IDC; (v) provide to IDC any information that is classified, export-controlled under ITAR or EAR, or that would require IDC to hold a security clearance or government license to receive; or (vi) combine any Services, Content, Deliverables, or AI-Generated Material with any data, systems, or platforms in a manner that would cause such materials to become subject to export control or sanctions restrictions. If any payment is rejected, blocked, or delayed due to sanctions screening by IDC's payment processing partners or correspondent banks, Client remains liable for the full amount due and IDC shall not be in breach for any resulting delay or suspension of Services. Client will promptly notify IDC in writing of any change in its ownership, control, corporate structure, sanctions status, or payment arrangements that could affect any representation in this Section, or if any of the above representations or warranties are or become untrue.

13.3 **Publicity.** Client consents to IDC's use of Client's name and logo to publicly identify Client as a customer of IDC's services. Client may revoke this consent at any time by providing written notice to IDC. Client will consider in good faith any request by IDC to (a) provide a quote from a Client representative regarding Client's use of IDC's services that IDC may use in marketing materials and (b) participate in a co-marketing activity. Any such quote or co-marketing activity will be subject to Client's prior written approval and compliance with any trademark or similar usage guidelines that Client has provided to IDC in writing.

13.4 **Assignment.** Neither party may assign or transfer its rights under the Agreement without the prior written consent of the other. Notwithstanding the foregoing, either party may assign without the other party's consent in whole or in part, to an Affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of the assets of such party to which the Agreement pertains. The assigning party must promptly notify the other party in writing of any such assignment. The Agreement and all its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

13.5 **Force Majeure.** A party's failure or delay in performing an obligation under the Agreement (other than a failure to make payment when due) will be excused, and no damages will be owed, to the extent the failure or delay is caused by a Force Majeure Condition. The party whose performance is affected must notify the other party of the Force Majeure Condition as soon as reasonably possible and take all commercially reasonable steps to restore its ability to perform. A "**Force Majeure Condition**" means an event or condition beyond the affected party's reasonable control, including natural disasters or severe weather, power outages, war, riot, terrorism, civil unrest, acts of governmental or quasi-governmental authorities (excluding an event or condition which would constitute a breach under Section 13.2), strikes, shortages, and pandemic or other declared public health emergencies and related governmental restrictions.

13.6 Use of Service Data. In the course of providing the Services, IDC collects and generates data relating to the performance, operation, configuration, and use of the Service (collectively, "Service Data"). IDC may use Service Data in the operation and development of its business, provided that any external use will be on an aggregated basis that does not identify Client.

13.7 Notices. Notices, demands, and other communications regarding the Agreement are effective only if made in writing and sent to a party at its address set forth on the SOW, and, in the case of IDC, copied to legal@idc.com. A party can use a notice sent under this Section to designate a new address or email address for receipt of future notices.

13.8 Choice of Law and Alternative Dispute Resolution. All disputes arising out of or relating to the Agreement, other than actions by IDC to collect any outstanding invoices, or petitions for temporary or permanent injunctive relief, will be submitted to mediation before a mediator appointed by the designated Dispute Resolution Body set below and conducted under the Dispute Resolution Body's mediation rules. If mediation fails to resolve the dispute, the matter will be submitted before an arbitrator appointed by the Dispute Resolution Body for binding arbitration under its Commercial Arbitration Rules. The arbitrator will decide all questions relating to arbitrability, including whether the parties have agreed to arbitrate and/or whether the agreement to arbitrate covers the dispute. The law that will apply in any dispute arising out of or in connection with this Agreement, the place of any hearing or proceeding, and the Dispute Resolution Body depend on where Client is domiciled, as set forth below, without regard to choice or conflicts of law rules:

If Client is domiciled in:	**Governing Law:**	**Place**	**Dispute Resolution Body**
Any country not listed below	Massachusetts, USA	Boston, Massachusetts United States of America	American Arbitration Association
Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco	Ireland	Dublin, Ireland	International Centre for Dispute Resolution
Any country within the Asia-Pacific region, other than Japan or China	Singapore	Singapore	International Centre for Dispute Resolution
Japan	Japan	Tokyo, Japan	International Centre for Dispute Resolution
China	China	Beijing, China	International Centre for Dispute Resolution

13.9 Severability. If any portion of the Agreement is determined to be unenforceable or invalid, that provision will be reformed only to the extent necessary for the Agreement to remain in effect, unless modification fundamentally changes the Agreement.

13.10 Conflict and Waivers. The terms of the SOW prevail in the event of a conflict, but only as to the subject matter of the SOW. All waivers must be in writing. A party's failure or delay in exercising any right or enforcing any remedy under the Agreement does not waive that or any other right or remedy.

13.11 Amendment. These Terms may be updated from time to time. By signing a SOW, Client is accepting the version of these Terms available online on the date of signature. If a SOW renews, Client accepts the version available on the date of each renewal