

A2 ATLAS SUBSCRIPTION AGREEMENT

A2 Holdco, LLC DBA Association Analytics

This A2 Atlas Subscription Agreement (this “Agreement”) is entered into as of the date the first Order Form referencing this Agreement is fully executed (the “Effective Date”) by and between A2 Holdco, LLC, a Delaware limited liability company, DBA Association Analytics (“Company”), and the entity identified on the Order Form (“Subscriber”). Company and Subscriber are each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, Company operates a software-as-a-service platform known as A2 Atlas (the “Platform”), which provides data analytics, benchmarking, artificial intelligence, and related services to trade and professional associations, certification bodies, and association management companies;

WHEREAS, Subscriber desires to subscribe to the Platform and, as applicable, certain optional modules and features, on the terms set forth herein and in the applicable Order Form; and

WHEREAS, the Parties desire to set forth their respective rights and obligations with respect to the Platform, including with respect to artificial intelligence features, data processing, and third-party integrations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 — DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. Capitalized terms used but not defined in this Article have the meanings assigned to them elsewhere in this Agreement or in the applicable Order Form.

“**A2 Act**” means the optional AI agent integration layer enabling Subscriber-authorized third-party agents to access Subscriber’s Atlas data environment via API/MCP interface, as further described in Article 13.

“**AI Features**” means the artificial intelligence-powered functionality within the Platform, including the chatbot, AI-generated analytics, and related outputs.

“**Authorized Agent**” means a third-party AI agent expressly authorized by Subscriber to access Atlas data via A2 Act.

“**Authorized User**” means any individual authorized by Subscriber to access and use the Platform under Subscriber’s account, including employees, contractors, and Chapter Entity personnel granted Chapter Access.

“**Benchmark Output**” means comparative benchmarking results produced by the Platform. Benchmark Output is excluded from the Data Export Feature and is subject to the redistribution restrictions set forth in Article 12.

“**Certifications Module**” means the optional module enabling lifecycle tracking, renewal management, and reporting for Credentials managed within Subscriber’s Atlas instance.

“**Chapter Access**” means a limited, scoped credential set granting a Chapter Entity access only to data and features expressly authorized by the Parent Subscriber.

“Chapter Entity” means any sub-organization, chapter, affiliate, or segment granted scoped access to the Atlas instance by the Parent Subscriber.

“Confidential Information” means all non-public information disclosed by one Party to the other in connection with this Agreement, whether orally, in writing, or electronically, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

“Credential” means any certification, license, designation, or credentialing record managed by Subscriber within the Certifications Module.

“Credentialing Configuration” means the Subscriber-specific rules, workflows, eligibility criteria, expiration logic, and reporting structures configured by Subscriber within the Certifications Module.

“Data Export Feature” means the optional capability allowing Subscriber to export its own Subscriber Data and its own Derived Data in machine-readable format for use with third-party tools.

“Derived Data” means data, metrics, analyses, and outputs generated by the Platform from or based on Subscriber Data, excluding Benchmark Output.

“Exported Data” means the file(s) delivered to Subscriber pursuant to the Data Export Feature.

“LLM Provider” means the third-party large language model API provider(s) used to power AI Features.

“Order Form” means the ordering document executed by the Parties that references this Agreement, specifying the subscribed services, modules, subscription term, fees, Token Usage allotments, and other commercial terms.

“Parent Subscriber” means the primary contracting entity holding the Atlas subscription.

“Platform” means the A2 Atlas software-as-a-service platform, including all updates, upgrades, and modifications thereto made generally available by Company during the Subscription Term.

“Subscriber Data” means all data, content, and information uploaded, entered, or otherwise provided by or on behalf of Subscriber to the Platform, including data provided by Authorized Users and Chapter Entities.

“Subscription Term” means the initial subscription period specified in the Order Form, together with any renewal periods.

“Token Usage” means the unit of consumption measurement for AI Features as determined by the applicable LLM Provider’s API metering.

“Turn” means a single request submitted by an Authorized Agent through A2 Act, together with the Platform’s response to it.

ARTICLE 2 — GRANT OF SERVICE

2.1 Grant. Subject to the terms and conditions of this Agreement and the applicable Order Form, Company hereby grants to Subscriber a non-exclusive, non-transferable, non-sublicensable right to access and use the Platform during the Subscription Term, solely for Subscriber’s internal business purposes.

2.2 Support. Company will provide commercially reasonable support for the Platform through support@associationanalytics.com during business hours (8:00 AM–6:00 PM Eastern, Monday through Friday, excluding holidays). Support does not include professional services, which require a separate order form or statement of work.

ARTICLE 3 — AUTHORIZED USE

3.1 Authorized Users. Subscriber may permit Authorized Users to access and use the Platform subject to the terms of this Agreement. Subscriber is responsible for all acts and omissions of its Authorized Users and shall ensure that each Authorized User complies with the terms of this Agreement.

3.2 AI Features. The Platform includes AI Features. Use of AI Features is subject to the terms of this Agreement, including the data processing, consent, disclaimer, and limitation of liability provisions set forth herein. Subscriber acknowledges that AI Features depend on third-party LLM Providers and that results generated by AI Features may vary.

3.3 Account Security. Subscriber shall maintain the confidentiality of all login credentials and access tokens associated with its account and shall promptly notify Company of any unauthorized access or suspected security breach.

3.4 Authorized User Volume. The number of Authorized Users, including Chapter Entity personnel, is not limited. Subscription fees assume that the support and administrative demand arising from Subscriber's Authorized Users is consistent with Subscriber's internal business purposes and with patterns typical of Company's subscribers of similar size. If that demand becomes materially higher, as reasonably determined by Company, Company will notify Subscriber in writing, describe the demand concerned and any additional fees Company proposes, and discuss with Subscriber in good faith ways to reduce the demand (for example, additional training, designated administrators, or changes to Chapter Access). If the demand has not been reduced within thirty (30) days after that notice, Company may charge the proposed fees, which will be reasonably related to the additional support and administrative effort. Company is not required to disclose information about other subscribers in connection with this Section. This Section does not apply to Token Usage or A2 Act Turns, which are governed by Article 8.

ARTICLE 4 — SUBSCRIBER DATA AND DERIVED DATA

4.1 Ownership. As between the Parties, Subscriber retains all right, title, and interest in and to Subscriber Data. Company acquires no ownership interest in Subscriber Data by virtue of this Agreement.

4.2 License Grant. Subscriber hereby grants to Company a non-exclusive, worldwide, royalty-free license to use, reproduce, transmit, process, and display Subscriber Data solely to the extent necessary to (a) provide, maintain, and improve the Platform and the subscribed services, (b) generate Derived Data, (c) transmit Subscriber Data to and enable processing by third-party LLM Providers for the purpose of delivering AI Features, and (d) produce aggregated, de-identified benchmark data. The foregoing license does not extend to the use of Subscriber Data, in identifiable form, for the training of any machine learning or artificial intelligence model. For the avoidance of doubt, nothing in this Agreement restricts Company from using aggregated, de-identified data owned by Company under Section 4.3 to develop, train, or improve machine learning or artificial intelligence models, provided that Company does not attempt to re-identify such data and does not disclose Subscriber Data in identifiable form.

4.3 Derived Data. Company may generate Derived Data from Subscriber Data in the course of providing the subscribed services. As between the Parties, Subscriber retains ownership of Derived Data that is specific to Subscriber. Company retains ownership of aggregated, de-identified data and of the calculation methodology, algorithms, and analytical models used to generate Derived Data and Benchmark Output.

ARTICLE 5 — DATA QUALITY AND SUBSCRIBER RESPONSIBILITY

5.1 Subscriber Responsibility for Data Inputs. Subscriber is solely responsible for the accuracy, completeness, legality, and quality of all Subscriber Data and all data inputs provided to the Platform,

including data entered into or processed by AI Features. Company does not independently verify Subscriber Data.

5.2 No Warranty of Output Accuracy Based on Data Quality. Company makes no warranty that AI Features, Derived Data, Benchmark Output, or any other Platform output will be accurate, complete, or reliable where Subscriber Data is incomplete, inaccurate, outdated, or otherwise deficient. Company is expressly not liable for any calculation, analytical, output, or reporting error caused by or arising from deficient Subscriber Data.

ARTICLE 6 — THIRD-PARTY PRODUCTS AND LLM PROVIDERS

6.1 Third-Party Products. The Platform may integrate with or depend upon products, services, or APIs provided by third parties (“Third-Party Products”). LLM Providers are a category of Third-Party Product. Company is not responsible for the availability, performance, accuracy, or security of any Third-Party Product.

6.2 AI Output Disclaimer. Company disclaims all liability for errors, inaccuracies, omissions, or other deficiencies in outputs generated by AI Features, including outputs generated by or through LLM Providers. Subscriber acknowledges that AI-generated outputs are probabilistic in nature, that results may vary, and that use of AI Features constitutes acknowledgment of these limitations. This Section supplements and does not limit the warranty disclaimers set forth in Article 15.

ARTICLE 7 — AI FEATURES AND DATA PROCESSING

7.1 Description. AI Features include the Platform’s chatbot, AI-generated analytics, and related outputs. AI Features depend on third-party LLM Provider APIs for processing and generation.

7.2 Data Transmission Notice. Subscriber acknowledges and agrees that Subscriber Data entered into or processed by AI Features is transmitted to and processed by one or more third-party LLM Providers engaged by Company. Such data is not private as to those providers on the same terms as other Subscriber Data held within the Platform environment. Section 7 of the Data Processing Agreement describes the categories of data transmitted, provider retention practices, and Subscriber’s controls over AI Features.

7.3 No Model Training. Subscriber Data transmitted to LLM Providers pursuant to this Article is not used to train any machine learning or artificial intelligence model. This Section does not restrict Company’s use of aggregated, de-identified data as permitted by Section 4.2. Company shall use commercially reasonable efforts to ensure that its contractual arrangements with LLM Providers prohibit use of Subscriber Data for model training.

7.4 Consent. By executing an Order Form referencing this Agreement, Subscriber expressly consents to the transmission and processing of Subscriber Data by LLM Providers as described in this Article. Such consent is a condition of Subscriber’s use of AI Features. Company may, but is not required to, implement additional feature-level acknowledgment mechanisms.

7.5 Third-Party Provider Disclaimer. Company will impose on each LLM Provider, by written contract, data protection obligations no less protective than those set out in the Data Processing Agreement. Company remains liable to Subscriber for the performance of each LLM Provider’s obligations to the extent Company would be liable for the same acts or omissions if performed by Company itself, subject to the limitations of liability in Article 16. Company does not otherwise warrant, and disclaims liability for, an LLM Provider’s own acts or omissions beyond that standard. Company shall use commercially reasonable efforts to select and maintain LLM Providers that apply industry-standard security practices.

7.6 Provider Substitution. Company may add or substitute LLM Providers, provided that equivalent functionality is maintained and that Company gives Subscriber prior notice in accordance with Section 6.2 of the Data Processing Agreement. Company shall update the sub-processor list to reflect any change in provider.

7.7 Provider Conditions. Company will not permit any LLM Provider to Process Subscriber Data unless that provider meets each of the following: (a) an express contractual prohibition on using Subscriber Data to train or improve its models; (b) deletion of Subscriber Data within thirty (30) days, except where content is retained following automated misuse screening or as required by law; (c) processing within the United States; and (d) an executed data processing agreement with Company. A provider that does not meet all four conditions will not be engaged.

ARTICLE 8 — FEES, PAYMENT, TOKEN USAGE AND OVERAGE

8.1 Token Usage Measurement. Use of AI Features consumes Token Usage. Token Usage is measured as determined by the applicable LLM Provider's API metering. Company shall provide Subscriber with in-platform visibility into Token Usage on a reasonably current basis.

8.2 Base Allotment. Where the Order Form specifies a base Token Usage allotment, that allotment applies for the applicable Subscription Term. Where the Order Form does not specify a base allotment, Token Usage is included subject to Reasonable Use under Section 8.10 for the Subscription Term.

8.3 Overage. Where the Order Form specifies a base allotment and Subscriber's Token Usage exceeds the base allotment, Company may, in its discretion and as specified in the Order Form: (a) charge Subscriber for overage at the rates set forth in the Order Form; or (b) throttle or suspend Subscriber's access to AI Features until the next allotment period. The applicable overage model (automatic billing or throttle-with-opt-in) is specified in the Order Form.

8.4 Subscriber Monitoring. Subscriber is responsible for monitoring its Token Usage. Company's provision of in-platform usage visibility does not relieve Subscriber of its responsibility to manage consumption within the allotted amount.

8.5 Fees. Subscriber shall pay the fees specified in the applicable Order Form. Except as expressly provided in this Agreement, all fees are non-refundable and payment obligations are non-cancellable.

8.6 Invoicing and Payment. Company will invoice Subscriber in accordance with the billing frequency stated in the Order Form. All invoiced amounts are due within thirty (30) days of the invoice date, in US dollars. Subscriber shall notify Company in writing of any disputed amount within thirty (30) days of the invoice date, and the Parties shall cooperate in good faith to resolve the dispute.

8.7 Late Payment. Undisputed amounts not paid when due accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated from the due date until paid.

8.8 Suspension for Non-Payment. If any undisputed invoiced amount remains unpaid more than thirty (30) days after its due date, Company may, upon not less than ten (10) days' prior written notice, suspend Subscriber's access to the Platform until payment is received. Suspension under this Section does not relieve Subscriber of its payment obligations and does not constitute termination of this Agreement.

8.9 Taxes. Fees are exclusive of all taxes. Subscriber is responsible for all sales, use, value-added, and similar taxes arising from this Agreement, excluding taxes based on Company's net income.

8.10 Reasonable Use of AI Features. Unless the Order Form specifies a base Token Usage allotment, Token Usage for AI Features is included in the subscription fees subject to Reasonable Use. “Reasonable Use” means usage consistent with Subscriber’s internal business purposes and with usage patterns typical of Company’s subscribers of similar size. Company will discuss with Subscriber in advance any proposed change to this basis, including any volume-based allotment or usage charge, and will give Subscriber not less than thirty (30) days’ written notice before any such change takes effect. Before the change takes effect, Subscriber may elect by written notice to disable AI Features, in which case the change does not apply to Subscriber. Company is not required to disclose information about other subscribers in connection with this Section.

8.11 A2 Act Turns. A2 Act usage is measured in Turns. Subscriber receives a one-time allotment of Turns at no charge, in the number stated in the Order Form, so that it can set up and test A2 Act (the “Included Turns”). Included Turns do not renew or reset. After the Included Turns are used, further use of A2 Act requires the purchase of prepaid blocks of Turns (“Turn Blocks”) at Company’s then-current pricing, which Company will provide to Subscriber on request and in any event before Subscriber’s first purchase. Turn Blocks are purchased by written order (including by email) and invoiced separately; a Turn Block purchase does not require an amendment to the Order Form, and changes to Company’s pricing apply only to Turn Blocks purchased after the change. Company will provide in-platform visibility into Turns used and remaining. When the Included Turns and any purchased Turns are exhausted, A2 Act is paused until Subscriber purchases a Turn Block. Subscriber is not charged for A2 Act unless it purchases a Turn Block. Unused purchased Turns expire at the end of the Subscription Term in which they were purchased and are non-refundable.

ARTICLE 9 — CHAPTERS (AUTHORIZED USERS)

9.1 Chapter Access. Where Subscriber is a Parent Subscriber, Subscriber may grant Chapter Access to Chapter Entities through the Platform’s access management functionality. Parent Subscriber alone configures and manages the scope of Chapter Access. Chapter Entities are not parties to this Agreement and acquire no independent rights hereunder.

9.2 Technical Controls. Company shall implement reasonable technical controls to enforce access boundaries between the Parent Subscriber’s environment and Chapter Entity access. Company bears no responsibility for over- or under-provisioning by the Parent Subscriber, for data disclosed to a Chapter Entity as a result of Parent Subscriber’s grant decisions, or for disputes between Parent Subscriber and its Chapter Entities.

9.3 Authority and Responsibility. Parent Subscriber represents and warrants that it has the authority to grant Chapter Access and is responsible for all Chapter Entity conduct as if such conduct were its own. Parent Subscriber shall ensure that each Chapter Entity complies with the terms of this Agreement.

9.4 Data Ownership. All data within the Platform, including Chapter Entity-level data, remains the property of the Parent Subscriber. Chapter Entities acquire no independent ownership rights in any data within the Platform. Company has no obligation to maintain separate data processing agreements with Chapter Entities.

9.5 Termination of Chapter Access. All Chapter Access terminates automatically upon expiration or termination of the Parent Subscriber’s subscription.

ARTICLE 10 — CERTIFICATIONS AND CREDENTIALING

10.1 Nature of the Module. The Certifications Module is a data management and workflow tool. It is not a credentialing authority, certification body, or regulatory compliance system. Company makes no representation that the Certifications Module is pre-configured for, or compliant with, any credentialing standard, accreditation body, or regulatory framework.

10.2 Subscriber Responsibility. Subscriber is solely responsible for (a) designing all Credentialing Configurations, (b) ensuring that Credentialing Configurations reflect Subscriber's own standards and all applicable regulatory requirements, (c) reviewing all records, notices, alerts, and reports generated by the Certifications Module, and (d) all final credentialing decisions. Company is not responsible for errors arising from Subscriber's Credentialing Configuration or data input, for failures to renew, issue, or revoke Credentials resulting from Subscriber's workflow configuration, or for regulatory or professional consequences to Subscriber or credential holders.

10.3 Regulated Industries. Without limiting Section 10.1, the Certifications Module is not designed for, and Company makes no representation regarding compliance with, regulated credentialing programs in healthcare, financial services, or any other industry where credentialing errors may result in regulatory sanctions, loss of licensure, or harm to public safety. Subscriber assumes all risk associated with use of the Certifications Module in such contexts.

10.4 No Third-Party Rights. Credential holders are not parties to this Agreement and have no rights against Company arising from the Certifications Module or any Credentialing Configuration.

ARTICLE 11 — DATA EXPORT

11.1 Scope. The Data Export Feature, if included in the applicable Order Form, permits Subscriber to export Subscriber's own Subscriber Data and Subscriber's own Derived Data. The comparative benchmark layer (including Benchmark Output) and the underlying calculation methodology, algorithms, and analytical models are expressly excluded from export.

11.2 As-Is Delivery. Exported Data is provided "as is." Company disclaims all obligations as to the accuracy, maintenance, updating, or support of Exported Data once delivered.

11.3 No Downstream Responsibility. Company is not responsible for (a) results generated by third-party tools operating on Exported Data, (b) compatibility of Exported Data with any third-party tool, (c) updates to Exported Data after export, or (d) security, privacy, or compliance obligations arising from Subscriber's use of Exported Data outside the Platform.

11.4 Restrictions. Subscriber shall not use Exported Data to reverse-engineer, reconstruct, or derive the calculation methodology, algorithms, or analytical models of the Platform. Subscriber shall not use Exported Data to develop or assist in the development of a competing product or service.

ARTICLE 12 — BENCHMARK OUTPUT RESTRICTIONS

12.1 Internal Use Only. Subscriber may use Benchmark Output for its own internal business purposes. Subscriber may not redistribute, resell, publish, sublicense, or otherwise make Benchmark Output available to any third party without Company's prior written consent.

ARTICLE 13 — THIRD-PARTY ENVIRONMENTS AND AGENTS

13.1 General Principle. Where Subscriber Data or Platform output leaves the Platform environment, or where an external system is granted access to Subscriber Data or Platform output (whether through the

Data Export Feature, A2 Act, or any other mechanism), Subscriber assumes sole responsibility for (a) the security and integrity of such data or output in the third-party environment, (b) all outcomes produced by third-party systems using such data or output, and (c) compliance with all applicable laws and regulations governing such data or output in the third-party environment.

13.2 A2 Act. A2 Act enables Authorized Agents to access Subscriber's Atlas environment through the application programming and Model Context Protocol interfaces that Company makes available. A2 Act access is read-only: Authorized Agents may retrieve Subscriber Data and Derived Data to the extent made available through A2 Act, and may not create, modify, or delete data within the Platform.

13.3 Authorization and Credentials. Subscriber alone determines which Authorized Agents may use A2 Act and the scope of their access, and is responsible for issuing, safeguarding, and revoking agent credentials. Activity conducted using Subscriber's A2 Act credentials is treated as activity of Subscriber.

13.4 Agent Providers. Authorized Agents, and the models and services on which they run, are Third-Party Products selected by Subscriber. Their providers are not Sub-processors of Company, and Sections 7.3, 7.5, and 7.7 do not apply to them. Subscriber is responsible for its own arrangements with those providers, including as to data use, retention, and model training.

13.5 Responsibility for Agents. Subscriber is solely responsible for the actions, outputs, and decisions of its Authorized Agents and for any use of data obtained through A2 Act.

13.6 Logging. Company records Authorized Agent tool calls in the audit record described in the Data Processing Agreement, which Subscriber's administrators may review.

13.7 Suspension and Changes. Company may rate-limit or suspend A2 Act access where reasonably necessary to protect the security, integrity, or availability of the Platform, and will notify Subscriber promptly. Company may modify the A2 Act interfaces from time to time, provided that materially equivalent read-only functionality remains available during the Subscription Term.

13.8 Usage and Fees. A2 Act usage is measured in Turns. Turn Blocks and any related fees are governed by Section 8.11 and the Order Form.

ARTICLE 14 — ACCEPTABLE USE

14.1 General. Subscriber shall use the Platform only for lawful purposes and in accordance with this Agreement. Subscriber shall not use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party's use of the Platform.

14.2 AI Features — Responsible Use. Subscriber shall not input into AI Features any data that (a) is unlawful, (b) constitutes protected health information as defined under the Health Insurance Portability and Accountability Act, payment card data, government-issued identification numbers, financial account numbers, biometric identifiers, or personal information of an individual known to be under 13 years of age, or (c) violates third-party intellectual property or other rights. Subscriber is solely responsible for its own compliance with applicable law, including data protection law, in its use of AI Features.

14.3 Prohibited Conduct. Subscriber shall not (a) reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithms, or underlying technology of the Platform or AI Features, (b) attempt to extract training data from AI Features, (c) circumvent or disable any security, access control, or data governance features of the Platform, or (d) use the Platform to develop or assist in the development of a competing product or service.

ARTICLE 15 — WARRANTY DISCLAIMER

15.1 General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PLATFORM, ALL AI FEATURES, ALL DERIVED DATA, ALL BENCHMARK OUTPUT, ALL EXPORTED DATA, AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

15.2 AI and Export Disclaimer. WITHOUT LIMITING SECTION 15.1, COMPANY DISCLAIMS ANY WARRANTY OF ACCURACY, FITNESS, RELIABILITY, OR COMPLETENESS AS TO (A) OUTPUTS GENERATED BY AI FEATURES, INCLUDING CHATBOT RESPONSES AND AI-GENERATED ANALYTICS, (B) RESULTS OBTAINED FROM USE OF EXPORTED DATA WITH THIRD-PARTY TOOLS, AND (C) THE SUITABILITY OF ANY PLATFORM OUTPUT FOR ANY PARTICULAR REGULATORY, COMPLIANCE, OR CREDENTIALING PURPOSE.

ARTICLE 16 — LIMITATION OF LIABILITY

16.1 Exclusion of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH RESPECT TO AMOUNTS PAID TO THIRD PARTIES AND REASONABLE DEFENSE COSTS UNDER SUBSCRIBER’S INDEMNIFICATION OBLIGATIONS.

16.2 Aggregate Cap. EXCEPT FOR SUBSCRIBER’S INDEMNIFICATION OBLIGATIONS AND BREACH OF ARTICLE 14 (ACCEPTABLE USE), EACH PARTY’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY SUBSCRIBER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16.3 Enumerated Exclusions. WITHOUT LIMITING THE FOREGOING, COMPANY SHALL NOT BE LIABLE FOR (A) ERRORS, INACCURACIES, OR DEFICIENCIES IN AI-GENERATED OUTPUTS, (B) CALCULATION, ANALYTICAL, OR OUTPUT ERRORS CAUSED BY SUBSCRIBER DATA QUALITY, (C) ERRORS OR OUTCOMES ARISING FROM SUBSCRIBER’S USE OF EXPORTED DATA WITH THIRD-PARTY TOOLS, OR (D) ACTIONS, OUTPUTS, OR CONSEQUENCES ARISING FROM THE CONDUCT OF AUTHORIZED AGENTS UNDER A2 ACT.

ARTICLE 17 — CONFIDENTIALITY

17.1 Obligations. Each Party shall (a) hold the other Party’s Confidential Information in strict confidence, (b) not disclose Confidential Information to any third party except as necessary to perform its obligations under this Agreement or as required by law, and (c) use Confidential Information only for purposes of this Agreement.

17.2 Exceptions. Confidential Information does not include information that (a) is or becomes publicly available through no fault of the receiving Party, (b) was known to the receiving Party prior to disclosure, (c) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information, or (d) is rightfully received from a third party without restriction on disclosure.

17.3 Compelled Disclosure. A Party may disclose Confidential Information to the extent required by law, regulation, subpoena, or order of a court or governmental authority, provided that the disclosing Party, to the extent legally permitted, gives the other Party prompt written notice before making such disclosure, discloses only the portion legally required, and reasonably cooperates with any effort by the other Party to obtain a protective order or other appropriate remedy at that Party's expense.

17.4 Permitted Disclosures. A Party may disclose Confidential Information to its existing or prospective investors, lenders, acquirers, and their respective advisors in connection with a financing, investment, merger, acquisition, or sale transaction, provided that those recipients are bound by written confidentiality obligations no less restrictive than those set forth in this Article.

17.5 Duration. The obligations in this Article continue for three (3) years following expiration or termination of this Agreement, except with respect to information constituting a trade secret under applicable law, which remains protected for so long as it remains a trade secret.

ARTICLE 18 — TERM AND TERMINATION

18.1 Term. This Agreement commences on the Effective Date and continues for the Subscription Term specified in the Order Form. Unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Subscription Term, the Subscription Term shall automatically renew for successive periods of the same duration as the initial Subscription Term.

18.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice specifying the breach, or within thirty (30) days in the case of a failure to pay undisputed fees when due.

18.3 Effect of Termination. Upon expiration or termination of this Agreement, (a) all rights and licenses granted to Subscriber hereunder shall immediately terminate, (b) Subscriber shall cease all use of the Platform, (c) all Chapter Access shall terminate automatically, and (d) Company shall make Subscriber Data available for export for a period of thirty (30) days following the effective date of termination, after which Company may delete Subscriber Data in accordance with its data retention policies. Expiration or termination of this Agreement does not affect any obligation or liability of either Party that accrued prior to the effective date of expiration or termination, including without limitation Subscriber's obligation to pay undisputed fees for the period through that date.

18.4 Survival. The following provisions shall survive expiration or termination of this Agreement: Article 1 (Definitions), Article 4 (Subscriber Data and Derived Data), Article 5 (Data Quality and Subscriber Responsibility), Article 8 (Fees, Payment, Token Usage and Overage), Article 12 (Benchmark Output Restrictions), Article 15 (Warranty Disclaimer), Article 16 (Limitation of Liability), Article 17 (Confidentiality), this Section 18.4, and Article 19 (General Provisions).

ARTICLE 19 — GENERAL PROVISIONS

19.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

19.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered in the State of Delaware in accordance with the then-current rules of the American Arbitration Association. Each Party shall bear its own costs and attorneys' fees, except as otherwise provided in this Agreement. Notwithstanding the foregoing, either Party may seek temporary or permanent injunctive or other equitable relief in a court of competent jurisdiction to prevent or restrain any

actual or threatened breach of Article 4 (Subscriber Data and Derived Data), Article 11 (Data Export), Article 12 (Benchmark Output Restrictions), Section 14.3 (Prohibited Conduct), or Article 17 (Confidentiality), without the necessity of posting a bond or other security, and such an application shall not be deemed a waiver of the obligation to arbitrate.

19.3 Entire Agreement. This Agreement, together with all Order Forms, the Data Processing Agreement attached as an exhibit to this Agreement, and all other addenda executed by the Parties, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral.

19.4 Amendment. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

19.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

19.6 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right shall constitute a waiver thereof.

19.7 Assignment. Subscriber may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, without Subscriber's consent, in connection with (a) a merger, consolidation, or reorganization; (b) the sale or transfer of all or substantially all of its assets or of the business unit to which this Agreement relates; (c) any direct or indirect change of control, including any sale or transfer of a majority of its equity interests or voting power; or (d) an assignment to an affiliate, parent, subsidiary, or successor entity. No transaction described in clauses (a) through (d) constitutes an assignment requiring consent under this Section, and Company is not required to provide advance notice of any such transaction prior to its closing. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19.8 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or sent by nationally recognized overnight courier to the addresses specified in the Order Form.

19.9 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay results from causes beyond such Party's reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, strikes, government actions, or failures of third-party telecommunications or power supply.

19.10 Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures. This Agreement is executed by the Parties' execution of an Order Form referencing it; no separate signature is required.