

## NET ALPHA MATERIALX® PLATFORM TERMS OF SERVICE

Effective Date: February 28, 2022

PLEASE REVIEW THESE TERMS OF SERVICE (REFERRED TO AS THESE “TERMS”) CAREFULLY AND SEEK LEGAL ADVICE IF YOU DO NOT UNDERSTAND ANY ASPECT OF THEM. USING N-ALPHA® SERVICES (AS DEFINED BELOW) OFFERED THROUGH THE MATERIALX PLATFORM (AS DEFINED BELOW), MEANS THAT YOU ACCEPT THESE TERMS, AND THEY WILL FORM BINDING LEGAL COMMITMENTS BETWEEN YOU AND NET ALPHA FINANCIAL SYSTEMS, LLC. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE ANY PART OF THE SERVICES. THESE TERMS CONTAIN CERTAIN LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND DISPUTE RESOLUTION PROVISIONS, AND BY USING THE SERVICES YOU ARE AGREEING KNOWINGLY, VOLUNTARILY AND WITH INFORMED CONSENT, TO BE BOUND BY THESE TERMS (INCLUDING OUR RIGHT TO MODIFY THESE TERMS AS DESCRIBED IN SECTION 1.2 (*UPDATES*)). These Terms are effective as of the above Effective Date, and your continued use of our Services following the Effective Date constitutes that you accept (“Accept”) these Terms of Service.

In these Terms, “you”, “your”, “End User”, or “Account Owner” (as applicable), refer to you. The terms “we”, “us,” “our” or “N-Alpha” hereafter refer to Net Alpha Financial Systems, LLC, a Michigan company, with a place of business at 199 W. Brown Street Suite 210, Birmingham, MI 48009. Each of us or you may also be referred to individually as a “party” and together as “parties” in these Terms. In these Terms, the term “Affiliate” means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

“The Materialx Platform” is a software platform, developed and owned by us.

“Account Owner” is the person who has purchased a Platform Subscription (as defined below) or has been authorized to manage an Account (as defined below). Persons who are invited or authorized by Account Owner to use the Services are referred to as “End Users”. End Users may include an employee, contractor, consultant, client or other colleague of an Account Owner to whom we issue credentials to use the Services upon request of the Account Owner.

These Terms are between you and N-Alpha and are in effect for the duration during which your Account, or any Account that you have been invited to join, is active and has you listed as an Account Owner or as an End User. If Account Owner is creating an Account in order to use the Services on behalf of an “Organization” (for example, a company), then Account Owner is committing to us that Account Owner has the authority from the Organization to create the Account, and that the Organization will be bound by these Terms.

It is possible that Account Owner may Accept these Terms on behalf of an Organization that has a separate written agreement that previously has been negotiated and executed with us covering the use of the Services. If any conflict arises between these Terms and terms and conditions of any specific written agreement that has been negotiated and executed between us and the Organization, the terms of such

written agreement shall prevail, solely with respect to, and to the extent of, any such conflict, and the applicable Services covered by such separate written agreement.

When we refer to the “Services” in these Terms, we mean all products and services that are (a) made available by us (or by our Affiliates) to you, including, without limitation, products and services that are provided on an experimental or limited duration basis or otherwise are provided free of charge to Account Owner or (b) ordered by Account Owner under a Service Request Form (as defined below) and accepted by us (“Platform Subscription”). The Services include products and services that are provided on The Materialx Platform, including some or all of its various associated functionalities and sub-components.

In exchange for the undertakings by you herein, these Terms grant you a limited, nonexclusive, revocable, non-transferable, non-sublicensable license to use the Services for the limited purpose of using its various associated functionalities and sub-components to access market pricing data, utilize it for decision making, communicate regarding such decisions, and maintain records of such decisions, as described in the relevant documentation provided by us and pursuant to these Terms (the “Purpose”). If and when the Purpose expires, you fail to fulfill an obligation herein, or you exceed the scope of the Purpose, all license rights granted to you terminate, if not terminated earlier pursuant to these Terms.

You understand and agree that all Services are intended for commercial use only, and that the Services are not offered for personal, family, or household purposes. You also understand and agree that no aspect of the Services (including any information or other content provided through the Services) should be regarded as providing any recommendation or other form of advice to you about whether or not to pursue any investment, consummate any commercial transaction, or otherwise enter into any transaction. You are solely responsible for assessing risks associated with the use of any content provided through the Services before making any decisions based on such content.

## 1. Duration and Updates

1.1 Duration. These Terms, as presently stated (and as may be updated from time to time), commence when you Accept them and continue until terminated in accordance with Section 4.2 (*Termination of Services*).

1.2 Updates. We may update these Terms periodically, in order to address changes of circumstances, such as technology changes, changes of law, or otherwise. Except as otherwise specified by us, updates will be effective and binding upon the Effective Date indicated at the top of the updated version of these Terms. The updated version of these Terms will supersede all prior versions. We will provide you by email (or other similar electronic communication method) or on The Materialx Platform itself with prior written notice of any updates reasonably in advance of the Effective Date of any updated version of these Terms. An updated version of these Terms will be available at: [www.n-alpha.com/legal/materialx/decision-support/terms-of-service](http://www.n-alpha.com/legal/materialx/decision-support/terms-of-service). Your continued use of the Services on or after the date of the updated version of these Terms is effective, is binding, and constitutes that you Accept such an updated version of these Terms. If you do not agree to the updated version of these terms, you must stop using the Services immediately. Except as otherwise described in this Section 1.2, or to the extent we have a separate agreement with your Organization, these Terms may not be modified or amended except in writing signed

by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify these Terms.

## 2. Electronic Communications, Account Set-up, and Notices

2.1 Electronic Communications. When you use the Services, you may be communicating with us electronically. You agree to communicate electronically (e.g., via emails, chat functions, or the like), and that you can, and are, expected to retain copies of such electronic communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2.2 Account Set-up. We require Account Owner to create an account to use the Services, for the business purposes of Account Owner or Account Owner's Organization ("Account"), by completing a Service Request Form (as defined below) which upon Acceptance by us facilitates a Platform Subscription. We will ask Account Owner to provide contact information for all End Users invited to join the Account and use the Services. When creating the Account, Account Owner must provide true, accurate, current, and complete information about Account Owner and about End Users. Account Owner must keep that information true, accurate, current, and complete after Account Owner creates the Account. If Account Owner breaches these Terms, including, without limitation, payment obligations as defined in Section 6 (*Subscription, Fees, and Payment*), Account Owner is strictly prohibited from creating new accounts, adding new End Users or subscribing to new Services, until Account Owner remedies such breach in full. If Account Owner fails to comply with the obligations of Account Owner under this Section 2.2, at our sole discretion, we may treat such failure as a material breach of these Terms and subject to suspension or termination under Section 4 (*Suspension or Termination of Services*).

2.3 Notices. Any notices to us under these Terms must be provided via email to [info@n-alpha.com](mailto:info@n-alpha.com). Notices to you under these Terms will be provided via email to the email addresses Account Owner designates in the Account, and any email addresses otherwise provided by you upon our written request.

## 3. Responsibilities and Obligations of Parties

3.1 Our Responsibilities and Obligations. We will, in accordance with these Terms and subject to your compliance with these Terms: (a) use commercially reasonable efforts to make available to you the Services according to a mutually agreed upon fee arrangement between N-Alpha and Account Owner that we document together with Account Owner in a form ("Service Request Form"); (b) comply, in all material respects, with each of our Policies (including our Privacy and Data Protection Policy which is located at: [www.n-alpha.com/legal/privacy-policy](http://www.n-alpha.com/legal/privacy-policy)) for the Services that are in effect, each of which may be updated from time to time; (c) provide the Services in accordance with laws applicable to our providing Services to our customers generally (i.e. without regard for your particular use of the Services), subject to your use of the Services in accordance with these Terms and any applicable Service Request Form(s); (d) employ commercially reasonable cybersecurity measures; and (e) use commercially reasonable efforts to provide you with applicable support for the Services.

Without limiting the provisions of Section 8.6 (*Disclaimer*), Section 10 (*Limitation of Liability*) or Section 12.4 (*Force Majeure*), you expressly acknowledge and agree that we shall not be responsible for and shall have no liability in connection with any problem, error, or malfunction relating to Services resulting from:

(i) your error in the use of the Services; (ii) any performance failure of your systems, equipment or of that of any third party telecommunications service, internet service provider, any data storage service provider, or any other third-party communications or technology provider; or (iii) any other failure or problem not directly and proximately attributable to us, and we shall otherwise have no liability for disruptions arising from events outside of our control. To be clear, any rights in The Materialx Platform or the Services granted to you are limited to those granted in these Terms, and we expressly reserve all other rights.

3.2 Your Responsibilities and Obligations. You will: (a) be solely responsible for all use of the Services under the Account, including the quality and integrity of any data and other information made available by you through the use of the Services under these Terms (“Customer Data”); (b) not transfer, resell, lease, license, or otherwise make the Services available to (or otherwise use the Services for the benefit of) any third parties (except to make the Services available to all End Users of the Account as permitted under these Terms), or offer them on a standalone basis; (c) use the Services only in accordance with these Terms, permitted uses under Section 8.3 (*Permitted Uses*), any applicable Service Request Form(s), and applicable law or regulation; (d) be solely responsible for all acts, omissions, and activities of yours, including compliance with these Terms, the permitted uses under Section 8.3 (*Permitted Uses*), any applicable documentation, any applicable Service Request Form(s), and applicable law or regulation; (e) keep secure passwords and other credentials required to use the Services, take other measures to otherwise prevent unauthorized access to, or use of, the Services and notify us promptly of any such unauthorized access or use; (f) provide reasonable cooperation regarding information requests from law enforcement or regulators; (g) comply with the representations and warranties you make in Section 8 (*Representations, Warranties, and Disclaimer*); (h) not copy, make derivative works of, decompile, reverse engineer, disassemble, apply for a patent or copyright covering, attempt to extract or derive the source code or other code, modify, or circumvent any security measure of any aspect of the Services, including but not limited to The Materialx Platform or any part thereof; (i) not introduce into The Materialx Platform any virus or other code or routine intended to disrupt or damage The Materialx Platform, alter, damage or delete any content or retrieve or record information about The Materialx Platform, or otherwise perform an act that could otherwise bring The Materialx Platform into disrepute; and (j) not otherwise act in a fraudulent, malicious, illegal or negligent manner when using the Services.

If you encounter or access any N-Alpha confidential information (“N-Alpha Confidential Information”), which includes but is not limited to source code or other code, routines, sub-routines, algorithms or the like, which are not publicly known as part of general common knowledge, of or related to the Services, whether or not designated as such, you will not disclose such N-Alpha Confidential Information. You will take all reasonable measures to avoid disclosure or unauthorized use of N-Alpha Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature (and shall otherwise comply with the obligations of Section 7.3 (*Confidentiality*) with respect to such Confidential Information). You acknowledge and agree to the Privacy and Data Protection Policy of N-Alpha which can be found at: [www.n-alpha.com/legal/privacy-policy](http://www.n-alpha.com/legal/privacy-policy).

The Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Services, including features to protect against any use of the Services that is prohibited under these Terms. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

3.3 Unauthorized Use of the Account. We will not be liable for any loss or damage arising directly or indirectly from any unauthorized use of the Account. Unless and until Account Owner provides us with written notice of an unauthorized use of the Account (per above Sub-section 3.2(e)), we will rely upon and act in our normal course of business upon any instructions or requests made using the Account.

#### 4. Suspension or Termination of Services.

4.1 Suspension of Services. We may suspend the Services immediately if we, in good faith, determine: (a) that you have materially breached any provision of these Terms (including but not limited to Section 8.3 (*Permitted Uses*)); (b) there is an unusual and material spike, increase or other abnormal activity in your use of the Services and that such abnormal activity is consistent with actions that are fraudulent, illegal, or that such abnormal activity is reasonably likely to adversely impact the operating capability of the Services; (c) that our provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by you that in our judgment threatens the security, integrity, or availability of the Services; or (e) that information in the Account or other information provided to us by you is untrue, inaccurate, not current or incomplete. Please note that certain misconduct by you may result in an immediate termination of Services. For example, to the extent we determine, in good faith, that you have engaged deliberately in an act of egregious misconduct, we may immediately terminate the Services. In the event of any suspension of Services, Account Owner remains responsible for any unpaid Fees (as defined below). Additionally, as to any suspension or termination, to the extent Account Owner may have paid fees in advance, there will be no refunds to Account Owner.

#### 4.2 Termination of Services

4.2.1 Termination for Convenience. Account Owner may terminate the Account for any reason ahead of the next Billing Cycle (as defined in Section 6.1(*Fees*)) with a written notice to us (for example, by unsubscribing from Platform Subscription on The Materialx Platform). Notwithstanding the preceding sentence, if there is any Service Request Form(s) in effect, and the Service Request Form(s) specifies that it has a particular duration, Account Owner may not terminate these Terms until such Service Request Form(s) has expired or has been terminated in accordance with its terms.

4.2.2 Termination for Material Breach. We may terminate the Services to any End User or the Account in the event Account Owner or any other End User of the Account commits any material breach of these Terms and fails to remedy such material breach within fifteen (15) days of the date we provide written notice of such material breach to Account Owner. For the avoidance of doubt (and without limitation), a breach of Section 8.3 (*Permitted Uses*), will be considered a material breach of these Terms. Account Owner may also terminate these Terms (including all Service Request Form(s)) in the event we commit a material breach of these Terms and fail to remedy such material breach within fifteen (15) days of our receipt of Account Owner's written notice to us of such material breach (such notice to include reasonably sufficient details regarding the nature of any such breach). For avoidance of doubt, to the extent that Account Owner fails to pay any Fees, we may terminate these Terms under Sub-section 6.3.3 (*Consequences of Failure to Pay Fees*) and this Sub-section 4.2.2.

4.2.3 Termination for Insolvency. Subject to applicable law, either party may terminate these Terms immediately and close the Account by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

4.3 Exclusion of Liability for Suspension or Termination Grounds. If we suspend or terminate the Services for a violation of Section 8.3 (*Permitted Uses*), Section 6.3 (*Fees and Payment Terms*) or other breach by

you, we will have no liability for breach of any of these Terms, or for any damage, liabilities, losses (including any loss of data) resulting from the suspension or termination, or any other consequences that Account Owner or any End User of the Account may incur in connection with any such suspension or termination.

4.4 Settings and Data Retention. N-Alpha will maintain settings and Customer Data of Account Owner and its End Users for a period of three (3) months after termination and may thereafter delete such information at the discretion of N-Alpha.

## 5. Affiliates

5.1 Our Affiliates. Please be aware that our Affiliates may provide the Services, or a portion thereof, to you in accordance with these Terms and any applicable Service Request Form(s). We will (a) be responsible for the Services our Affiliates provide and (b) not be relieved of our obligations under these Terms if our Affiliates provide the Services or a portion thereof. We will enforce these Terms relating to the Services our Affiliates provide.

## 6. Subscription, Fees, and Payments

6.1 Fees. Account Owner agrees to pay all fees associated with the Account in accordance with the then-current applicable rates for use of the Services as will be set forth in each applicable Service Request Form(s). Additionally, we will charge Account Owner, and Account Owner agrees to pay, in accordance with Section 6.3 (*Fees and Payment Terms*).

6.1.1 Billing Cycle. The fees for the Platform Subscription are billed periodically. The first billing commences immediately upon initiating the subscription. If Account Owner is not in breach of these Terms and chooses to terminate a new Account within fourteen (14) days, we will return Account Owner's Platform Subscription fee.

6.1.2 Subscription changes. Account Owner may change Services during a current billing cycle by filling an appropriate Service Request Form. If Account Owner adds or removes End Users to / from the Platform Subscription, such End Users will be added / removed immediately while the fees owed by Account Owner, according to the updated Platform Subscription, will only apply to the next billing cycle. Except for the fourteen (14) day Platform Subscription fee refund for new Accounts described in Sub-section 6.1.1 (*Billing Cycle*), changes to the Platform Subscription within a billing cycle will not result in a prorated charge or in a refund for that billing cycle.

## 6.2 Taxes

6.2.1 Taxes. All fees are exclusive of any applicable taxes, levies, duties, or other like assessments imposed by any governmental or other regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, withholding, or other taxes (collectively, "Taxes"). Other than our income, employment or property taxes, Account Owner will pay all Taxes associated with these Terms. If

Account Owner is required to withhold any Taxes, Account Owner will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by us. Account Owner will provide us with proof of payment of any withheld Taxes to the appropriate authority. When invoiced, taxes will be shown as a separate line item.

6.2.2 Exemption. Following such time when Account Owner properly supports a request for exemption from paying Taxes, (e.g., by providing us with a valid exemption certificate via e-mail to [info@n-alpha.com](mailto:info@n-alpha.com)), we will no longer assess any tax against Account Owner. However, if an appropriate authority determines that Account Owner is not exempt from paying any Taxes, Account Owner will promptly pay any such Taxes owing to us, plus any applicable interest or penalties.

6.3 Fees and Payment Terms. Except for the fourteen (14) day Platform Subscription fee refund for new Accounts described in Sub-section 6.1.1 (*Billing Cycle*), payment obligations are non-cancelable, and fees and Taxes (collectively, "Fees") once paid, are non-refundable. Except as otherwise set forth in the applicable Service Request Form(s) and subject to Section 6.4 (*Payment Disputes*), Account Owner will pay the Fees due under these Terms, in United States Dollars, by credit card or any other agreed upon means, subject to the following Sub-sections 6.3.1, 6.3.2 and 6.3.3.

6.3.1 Invoicing Payment Terms. Account Owner will receive a receipt for every billing cycle via email to the email address designated in the Account.

6.3.2 Credit Card Payment Terms. If credit card employed by Account Owner declines a charge for the Fees due, we reserve the right to suspend the Services to the Account until the Fees due are paid in full, plus any applicable interest or penalties, or to terminate the Services.

6.3.3 Consequences of Failure to Pay Fees. Subject to Section 6.4 (*Payment Disputes*), if Account Owner fails to pay the Fees and to remedy such failure within seven (7) days of the date we provide Account Owner with written notice of the same, we may (a) assess, and Account Owner will pay, a late fee of the lesser of 1.5% per month or the maximum amount allowable by applicable law and (b) suspend the Services to the Account until the Fees are paid in full, plus any applicable interest or penalties; and/or (c) terminate the Services.

6.4 Payment Disputes. Account Owner will notify us in writing within fourteen (14) days of the date Account Owner becomes obligated to pay any Fees that Account Owner wishes to dispute. When Account Owner is disputing any Fees, Account Owner must act reasonably and in good faith, and Account Owner agrees to cooperate with us reasonably, in good faith and diligently to resolve the dispute. We will not charge Account Owner a late fee or suspend or terminate the Services for disputed unpaid Fees, unless Account Owner fails to cooperate with us reasonably, in good faith and diligently.

## 7. Ownership, Customer and Use Data, and Confidentiality

7.1 Ownership. You expressly acknowledge and agree that The Materialx Platform, the Services, and the N-Alpha Confidential Information constitute valuable intellectual property of N-Alpha, and that N-Alpha solely

and exclusively owns all rights, title, and interest in and to The Materialx Platform, the Services, and the N-Alpha Confidential Information, including but not limited to inventions, patents, copyright rights, database rights, design rights, trademark rights (e.g., with respect to MATERIALX and N-ALPHA), trade dress, trade secrets, know-how, and other registered and unregistered intellectual property and other proprietary rights subsisting therein and/or relating thereto (all of the foregoing collectively, the “N-Alpha IP”). For the avoidance of doubt, we also solely and exclusively own and reserve all right, title, and interest in any and all copies and modifications of it (including all updates, releases, versions, and derivative works based thereon), and all datasets (other than datasets provided by a third party, such as Third Party Data (as defined below)) necessary for its usage. All rights, title and interest in the N-Alpha IP remain in N-Alpha, and no rights are granted to you except for the limited rights expressly granted in these Terms. N-Alpha IP is being licensed, and not sold, to you by N-Alpha for your use under these Terms. N-Alpha reserves all rights not expressly granted to you. N-Alpha grants no license to any intellectual property or other rights of any third party and makes no representation or warranty with respect to any such intellectual property or other third-party rights. Customer Data is owned by Account Owner, End Users, and / or the Organization, and includes data that you provide and upon which the Services are performed.

7.2 Access to Use Data. Use Data (“Use Data”) is data resulting from the use of Services to process Customer Data, and includes but is not limited to transaction pricing, quantities, forecasts, outcomes, information about the efficacy of the performance of Services, data upon which Services can model performance of markets in the future, and data upon which artificial intelligence associated with the Services may perform Services in the future. You grant us and our Affiliates the limited and nonexclusive right to process Customer Data as necessary to create, publish and otherwise use the Use Data, and to provide the Services to you in a manner consistent with these Terms and with our Privacy and Data Protection Policy. Our right to publish or otherwise commercialize the Use Data is subject to the requirement that we do not identify you as a source of the Customer Data from which the Use Data is derived, and that we anonymize, de-identify, and/or aggregate data in the Use Data to an extent such that it would not be possible for a third party, using reasonable means, to directly or indirectly identify you or any natural person. It is understood and agreed that our requirement to anonymize, de-identify, and/or aggregate data in any Use Data we publish will be deemed to be fulfilled if the Use Data is based upon a pool of at least 100 Accounts.

### 7.3 Confidentiality

7.3.1 Definition. “Confidential Information” means any information or data, regardless of whether it is in tangible form, disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure, including, without limitation, Service Request Form(s), Customer Data, unpublished Use Data, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, source code or other code, routines, sub-routines, algorithms or the like, process workflows, designs and other strategies, “know how”, financial, and other business and/or technical information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of these Terms or fault of Receiving Party; (b) was lawfully known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was lawfully disclosed to Receiving Party, and to its knowledge, without any restriction, by another person



without breach of rights of the Disclosing Party; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

7.3.2 Use and Disclosure. Except as otherwise authorized in advance by Disclosing Party in writing, or as set forth in these Terms (e.g., as in, and subject to, the requirements of Section 7.2 (*Access to Use Data*)), Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising rights of the Receiving Party or fulfilling its obligations under these Terms and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to its and their respective employees, legal counsel, accountants, contractors, Third Party Data Providers, and Affiliates (collectively, "Representatives") who have a "need to know," and only to the extent as necessary for Receiving Party to exercise its rights or fulfill its obligations under these Terms. Receiving Party is responsible for compliance by its Representatives compliance with this Section 7.3. Representatives must be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 7.3. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care.

7.3.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if required to do so because of a regulation, law, subpoena, or court order (collectively, "Compelled Disclosures"), provided Receiving Party gives Disclosing Party notice of a Compelled Disclosure (to the extent legally permitted) and reasonable opportunity to take appropriate measures. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at the sole expense of Disclosing Party.

7.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 7.3 and that, in the event of an actual or threatened breach of the provisions of this Section 7.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief in a court, without waiving any other rights or remedies available to it, and without invoking Section 12.6 (*Dispute Resolution*).

7.3.5 Third Party Data. Data and trademarks used under license from third party data services ("Third Party" or "Third Parties") may include exchange market data or independent market pricing data ("Third Party Data") which may be provided by a Third Party ("Third Party Data Provider"). Each Third Party Data Provider maintains all rights, title, and interest in its Third Party Data and the intellectual property rights associated with such Third Party Data. By way of example, all intellectual property rights in data provided by the London Metals Exchange (LME) are owned by LME. Third Party Data is provided 'as is' and is solely for informational purposes, not for trading purposes or advice. Third Party has no involvement and accepts no responsibility in connection with the use of Third Party Data. Publishing Third Party Data, or otherwise communicating it in the public domain, are forbidden. Onward distribution of Third Party Data (e.g., whether by publication, broadcast or other dissemination to the public) is not permitted without express permission from the relevant Third Party Data Provider. If you are interested in obtaining such a permission you should contact either the Third Party Data Provider, N-Alpha at [info@n-alpha.com](mailto:info@n-alpha.com), or both, with such a request. You agree to not copy, download, or attempt to extract Third Party Data. You will indemnify, defend and hold harmless N-Alpha and its Affiliates pursuant to Section 9 (*Indemnification*) from and against any Losses (as defined below) arising as a result of any improper use of Third Party Data.

7.3.6 Consent to Comply with Third Party Data Provider Requests. You understand that access to Third Party Data may be subject to certain claims of proprietary rights by the Third Party Data Provider, and that such Third Party Data Provider may monitor and audit use of Third Party Data, including how you use Third Party Data in your use of the Services. It is possible that a Third Party Data Provider may request that we identify you and to inquire about Third Party Data usage by you. You consent that N-Alpha may audit your usage of Third Party Data, and, if requested by a Third Party Data Provider to provide information regarding such an audit, that we can do so without seeking further consent from you.

## 8. Representations, Warranties, and Disclaimer

8.1 Customer Data. You represent and warrant that you have all necessary permissions and consents to provide and use the Customer Data in connection with the Services (including authorizing us to use the Customer Data in connection with Use Data), and to receive the Services.

8.2 Services. We represent and warrant that the Services will perform in accordance with commercially reasonable standards, and we will satisfy our obligations under Section 3.1 (*Our Responsibilities*). Services may be unavailable for limited periods of time due to scheduled maintenance or emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Services). Our sole obligation, and the sole and exclusive remedy to you, in the event of any failure by us to comply with this Section 8.2, will be for us to, at our option, (a) fix any material non-conformity or (b) refund to Account Owner the Fees Account Owner actually paid for the time period during which the affected Services do not comply with this Section 8.2.

8.3 Permitted Uses. You represent, warrant, and agree that you will use the Services solely for lawful purposes, not for any illegal or unlawful purpose, and in compliance with these Terms. Without limitation, you also agree that your use of the Services will not violate any law or other mandate that is intended to prevent one or more of: corruption, international trade violations, violations of any intellectual property right, money laundering, arms trafficking, drug-trafficking, human trafficking, exploitation of or other harm to minors, dissemination of pornographic material, identity theft, fraud, defamation, civil rights violations, market manipulation, securities violations, counterfeiting, technology export violations, disclosure of governmentally designated classified information. You also will not use the Services for attempting to gain unauthorized access to, interfere with, or otherwise compromise the operation or security of any computer network or electronic communication system. You will promptly notify us in writing of any actual or potential violation of this Section 8.3, and you will take all appropriate steps to remedy or resolve such violations, including any steps requested by us. You represent that you have obtained and warrant that you will continue to obtain all licenses or other authorizations required to export, re-export, or transfer any technology or products related to your use of the Services outside of the United States or any other applicable jurisdiction. You also represent that you are not on any government prohibited, denied, unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list, including, without limitation, the List of Specially Designated Nationals and Blocked Persons (all of the foregoing collectively, "Sanctions List"). You will immediately discontinue your use of the Services if you are placed on any Sanctions List. You represent that you have not and warrant that you will not export, re-export, or transfer any technology or products related to your use of the Services outside of the United States or any other applicable jurisdiction to an entity on any Sanctions List without prior authorization from the applicable governmental authority. This obligation survives termination of these Terms. You will not use the Service to conduct any transaction with any third

party that has been identified as an entity on a Sanctions List and/or as to whom the United States has prohibited exporting and/or importing of goods and/or services.

8.4 Third Party Data and Data Subscription Agreements. To the extent that Third Party Data that requires a subscription (“Data Subscription Agreement”) is provided to you on The Materialx Platform, you represent, warrant, and covenant on an ongoing basis throughout the duration of these Terms that only if you have a valid Data Subscription Agreement with each such Third Party Data Provider, you will be allowed to access Third Party Data, and that we will have the right to validate, and receive supporting documentation that such Data Subscription Agreement exists with each Third Party Data Provider. If you no longer have in place a current Data Subscription Agreement with a Third Party Data Provider, you may have its access privileges to such Third Party Data suspended immediately by us. You understand and agree that we are not responsible for any errors that arise from the Services that are a result of incomplete, delayed, or inaccurate data provided from a Third Party Data Provider, whether such Third Party Data has been provided through a Data Subscription Agreement or not. You also understand that any price quotes may be delayed for a period of time, such as in instance when delays are mandated by regulations applicable to exchanges or other Third Party Data Provider. As a result, we do not make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes.

8.5. End User Authority and Assumption of Risk. As an End User, you warrant and represent that you are authorized to use the Services by an Account Owner, and that a valid Platform Subscription exists and is in force between N-Alpha and Account Owner. You agree that N-Alpha shall have no liability to you beyond any liability owed to the Account Owner that may be allowed under the Platform Subscription, AND YOU KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE MATERIALX PLATFORM AND THE SERVICES, AND YOU WAIVE AND WILL NOT PURSUE ANY CLAIM FOR RELIEF AS A THIRD PARTY BENEFICIARY OR OTHERWISE UNDER THESE TERMS OR THE PLATFORM SUBSCRIPTION.

8.6. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (*REPRESENTATIONS, WARRANTIES AND DISCLAIMER*), THE SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR OTHER VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ALL OTHER IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE OR COMMON LAW, TO THE FULLEST EXTENT PERMITTED BY LAW. WE ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO INTERNET AND OTHER THIRD PARTY TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THAT INTERNET AND OTHER TELECOMMUNICATIONS PROVIDER NETWORKS ARE INHERENTLY INSECURE. ACCORDINGLY, YOU AGREE WE ARE NOT LIABLE FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER NETWORK. WE ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO ACTIVITIES BY OR THIRD PARTY DATA OBTAINED FROM ANY THIRD PARTY DATA PROVIDERS. THESE TERMS ARE NOT AN OFFER TO SELL ANY PRODUCT.

## 9. Indemnification

### 9.1 Indemnification by Us.

9.1.1 Scope of Indemnification. We will indemnify, defend, and hold Account Owner harmless from and against any claim, demand, suit, or proceeding made or brought against Account Owner by a third party alleging that the structure of our software that underlies our Services (e.g., as it may be embodied in any storage medium) infringes or otherwise violates any third party intellectual property rights (“Infringement Claim”). We will indemnify Account Owner from any damages, liabilities, losses, fines or penalties imposed by a government or regulatory body, reasonable attorneys’ fees, and costs awarded against you or for settlement amounts approved by us (all of the foregoing collectively, “Losses”) for an Infringement Claim falling under this Sub-section 9.1.1.

9.1.2 Infringement Options. If our provision of the Services has become, or in our opinion is likely to become, the subject of any Infringement Claim within the scope of Sub-section 9.1.1 (*Scope of Indemnification*), we may at our option and expense: (a) procure the right to continue providing the Services as set forth in these Terms; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate the Services that are the subject of any Infringement Claim, and refund you any unused pre-paid fees.

9.1.3 Limitations upon Indemnification by Us. We will have no liability or obligation under this Section 9.1 (*Indemnification by Us*) with respect to any Infringement Claim (a) arising out of steps performed by you in your use of the Services; (b) your use of the Services in breach of these Terms; (b) arising out of the combination, operation, or use of the Services with other steps, modules, applications, portions of applications, products, or other services not provided by us (collectively, “Additional Features”), where the Services would not by themselves be infringing, and only can be argued as becoming infringing as a result of the Additional Features; or (c) arising from Services for which there is no charge by us to you.

9.2 Indemnification by You. You will indemnify, defend, and hold N-Alpha, our Affiliates, and our respective officers, directors, employees, agents, successors and assigns (collectively, “N-Alpha Indemnified Parties”) harmless from and against any Losses arising out of any claim, demand, suit, or proceeding made or brought against an N-Alpha Indemnified Party by a third party alleging or arising out of (a) any Infringement Claim arising from activities identified in above Sub-section 9.1.3 (*Limitations upon Indemnification by Us*); (b) breach of these Terms by you (including the provisions of Section 3.2 (*Your Responsibilities and Obligations*)) or (c) any claims that the Customer Data or your use of any Third Party Data infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights of such third party, including the rights of privacy or publicity (collectively, “Customer Indemnifiable Claims”). .

9.3 Indemnification Conditions. In order to be entitled to indemnification; (a) the indemnified party (“Indemnified Party”) needs to notify the indemnifying party (“Indemnifying Party”) of any Infringement Claim or Customer Indemnifiable Claim (individually and collectively referred to as a “Claim”), promptly in writing (but the failure to do so shall not relieve the Indemnifying Party of any liability hereunder except to the extent the Indemnifying Party has been materially prejudiced from such failure to provide prompt notice); (b) provide the Indemnifying Party the sole and exclusive authority to defend or settle any Claim; and (c) reasonably cooperate with Indemnifying Party in connection with activities of the Indemnifying Party activities under this Section 9 (*Indemnification*) at the expense of the Indemnifying Party. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any Claim. Notwithstanding anything to the contrary in this Section 9, the Indemnifying Party will not settle any

Claims for which it has an obligation to indemnify pursuant to this Section 9 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of Indemnified Party, in each case, without prior written consent of the Indemnified Party, which will not be unreasonably withheld, conditioned, or delayed.

9.4 Indemnified Party Exclusive Remedy. As to any third party claim that is subject to an indemnification obligation under this Section 9 (*Indemnification*), the Indemnifying Party shall have no liability to the Indemnified Party other than as set forth in this Section 9, and the indemnification hereunder is the sole and exclusive remedy for any such third-party claims.

## 10. Limitation of Liability

10.1 RELIANCE UPON LIMITATIONS. THE PROVISIONS OF THIS SECTION 10 (*LIMITATION OF LIABILITY*) ALLOCATE THE RISKS PURSUANT TO THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATION SET FORTH IN THIS SECTION 10 AS A MATERIAL CONSIDERATION IN DETERMINING WHETHER TO ENTER INTO OR OTHERWISE ACCEPT THESE TERMS.

10.2 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (AND REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED), OR IF A REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.3 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNTS PAID OR PAYABLE BY ACCOUNT OWNER UNDER THESE TERMS FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY.

10.4 EXCEPTIONS TO THE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10.2 (*LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES*) AND SECTION 10.3 (*LIMITATION OF LIABILITY*), THE LIMITATIONS IN SECTION 10.2 (*LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES*) AND SECTION 10.3 (*LIMITATION OF LIABILITY*) DO NOT APPLY TO (a) YOUR BREACH OF SECTION 3.2 (*YOUR RESPONSIBILITIES AND OBLIGATIONS*) OR SECTION 8.3 (*PERMITTED USES*); (b) BREACH BY ACCOUNT OWNER OF SECTION 6.3 (*FEES AND PAYMENT TERMS*); OR (c) AMOUNTS PAYABLE PURSUANT TO INDEMNIFICATION OBLIGATIONS OF A PARTY UNDER SECTION 9 (*INDEMNIFICATION*).

10.5 AMOUNTS PAYABLE PURSUANT TO INDEMNIFICATION OBLIGATIONS. IN LIEU OF THE LIMITATIONS SET FORTH IN SECTION 10.2 (*LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES*) AND

SECTION 10.3 (*LIMITATION OF LIABILITY*), EACH PARTY AGREES THAT THE AMOUNTS OF ANY INDEMNIFICATION OBLIGATION UNDER SECTION 9 (*INDEMNIFICATION*) SHALL BE CAPPED AT ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) PER CLAIM MADE BY AN INDEMNIFIED PARTY AND A TOTAL AGGREGATE AMOUNT OF TWO HUNDRED AND FIFTY THOUSAND UNITED STATES DOLLARS (\$250,000.00 USD) FOR ALL CLAIMS MADE BY AN INDEMNIFIED PARTY OVER THE DURATION OF THESE TERMS. IF YOU ARE USING THE SERVICES IN YOUR CAPACITY AS AN EMPLOYEE OF AN ORGANIZATION (E.G., A COMPANY ACCOUNT OWNER), YOU AGREE THAT THE CAPS SET FORTH IN THIS PARAGRAPH SHALL REFER TO TOTAL AMOUNTS DUE TO ALL ACCOUNTS WITHIN THE ORGANIZATION, AND THAT YOUR CAP WILL BE REDUCED PROPORTIONATELY WITH THE NUMBER OF OTHER ACCOUNTS WITHIN THE ORGANIZATION SEEKING INDEMNITY. FOR AVOIDANCE OF DOUBT, YOU AND OTHERS WITHIN YOUR ORGANIZATION AGREE THAT CLAIMS FOR INDEMNIFICATION CANNOT BE STACKED SUCH THAT OUR TOTAL AGGREGATED OBLIGATION FOR INDEMNIFICATION TO YOU AND THE OTHERS WITHIN YOUR ORGANIZATION EXCEEDS FIFTY THOUSAND UNITED STATES DOLLARS (\$50,000.00 USD) PER CLAIM AND A TOTAL AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) FOR ALL CLAIMS MADE OVER THE DURATION OF THESE TERMS.

## 11. Survival

Upon termination of these Terms, the terms of this Section 11, and the terms of the following Sections will survive (i.e. still apply): Section 6 (*Fees, Taxes and Payment*), Section 7 (*Ownership, Customer and Use Data, and Confidentiality*), Section 8.6 (*Disclaimer*), Section 9 (*Indemnification*), Section 10 (*Limitation of Liability*), and Section 12 (*Miscellaneous*).

## 12. Miscellaneous

12.1 Relationship. The parties are each independent contractor relative to one another. These Terms do not, in any way, create an employer-employee relationship, a partnership, an agency, franchise, or a joint venture. Neither party has any authority to commit the other party in any way. Each party is solely responsible for all claims, liabilities, damages, or other obligations of any type arising on account of each of its respective activities, or those of its respective employees and other authorized representatives, in the performance of these Terms.

12.2 Assignment. You (or your Organization, as applicable) may not assign or transfer these Terms (or any rights or obligations hereunder), whether by operation of law, merger, consolidation, sale of all or substantially all of your (or your Organization's, as applicable) assets, stock, or otherwise, without the express prior written consent of N-Alpha. Any attempt to assign or transfer without complying with the terms and conditions of this Section 12.2 shall be void *ab initio* and of no force and effect. N-Alpha may freely assign or otherwise transfer these Terms (including any of our rights or obligations) without need for any consent. Subject to this Section 12.2, these Terms and any applicable Service Request Form(s) will be binding on and inure to the benefit of each party and their successors and assigns.

12.3 No Waivers; Interpretation. No failure or delay by either party in exercising any right or enforcing any provision under these Terms will constitute a waiver of that right, provision, or any other provision. Any waiver must be in writing and signed by each party to be legally binding. Titles and headings of sections of these Terms are for convenience only and will not affect the construction of any provision of

these Terms. The headings and subheadings in these Terms are included for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of these Terms or any provision hereof. All references to Sections shall be deemed references to Sections of these Terms, except as otherwise provided. As used in these Terms, the singular includes the plural, the plural includes the singular, and words in one gender include the other. As used in these Terms, the terms “herein,” “hereunder” and “hereof” refer to the whole of these Terms, the terms “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation,” and “or” is disjunctive but not necessarily exclusive. Any rule of construction or interpretation otherwise requiring these Terms to be construed or interpreted against any party by virtue of the authorship of these Terms shall not apply to the construction and interpretation hereof. Any ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspellings will be corrected to give maximal effect to obvious intent.

12.4 Force Majeure. No failure, delay, or default in performance of any obligation of a party (other than payment obligations) will constitute an event of default or breach of these Terms to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil, or military authority, fire, strike, lockout, or other labor dispute, epidemic, pandemic, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster. The party affected by such cause will take all reasonable actions to minimize the consequences of such cause.

12.5 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable, and the rest of these Terms will continue in full force and effect.

12.6 Dispute Resolution. If a dispute, claim, or controversy arises from these Terms or a breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies enforcing the intellectual property of a party) (collectively, “Dispute”), senior representatives of each party with settlement authority will engage in good faith negotiations to amicably resolve each such Dispute. If parties are unable to resolve a Dispute within one (1) month after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, then either party may commence a lawsuit in the state or Federal courts in Oakland County, Michigan, and you consent to exclusive jurisdiction and venue in these courts. **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

12.7 Governing Law and Venue. Unless unenforceable under applicable law, these Terms will be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions.

12.8 No Class Actions. Any Disputes between the parties must be brought against each other on an individual basis only. That means neither party can bring a Dispute as a plaintiff or class member in a class action, and each party knowingly and voluntarily waives its right to pursue a class action against the other party. If a court decides that this Section 12.8 is not enforceable or valid, then it will be null and void. But the rest of these Terms will still apply.

12.9 Entire Terms. Except as provided in these Terms and any exhibits or attachments, applicable Service Request Form(s) or other terms incorporated by reference into these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials, presentations, oral and written. To the extent of any conflict, the parties agree that Section 7.3 (*Confidentiality*) hereby supersedes and prevails over all prior, contemporaneous, and future non-disclosure or confidentiality agreements between the parties in their entirety.