



EXPENT INC. General Terms of Use

These General Terms of Use (these “**Terms**”) apply to your account with Expent Inc. and to our Services and constitute a binding contract between You and Us (the “**Agreement**”). These Terms govern your access to and use of our services, including those offered through our websites, events, communications (e.g., emails, phone calls, and texts) and mobile applications.

If You register for a free trial for one or more Expent Services, the applicable provisions of these Terms will govern that free trial or those free services.

These Terms were last updated on July 15, 2021. These Terms are effective between You and Us as of the Effective Date.

1. **Acceptance**

- 1.1. By accepting these Terms during your account registration or subscription process (whether by clicking a box indicating your acceptance, or by executing an Order that references these Terms), or by accessing or using any of the Expent Services, You confirm Your acceptance of these Terms and Your affirmative consent to be a party to this Agreement. If You do not agree, You do not have the right to access or use any Expent Services.
- 1.2. If You are entering into these Terms on behalf of a company or other legal entity (as an employee or contractor), You represent that You have the authority to bind that entity and its affiliates to these Terms. If You are not entering into these Terms on behalf of another legal entity, then You are doing so on behalf of yourself. In either case, the references in these Terms to “**You**” or “**Your**” shall refer either to You in Your individual capacity or to that entity and its affiliates, as applicable. If You do not have such authority (or otherwise lack the capacity to enter into these Terms), or if You do not agree with these Terms, You must not accept these Terms and You may not use or access any of the Expent Services.
- 1.3. Additional capitalized terms are defined in these Terms and in the “Definitions” section ([Section 15](#)) below.

2. **Orders**

- 2.1. **Order Definition.** An “**Order**” means either (i) an online form accompanying a credit card based transaction for the Expent Services, or (ii) an order form or other document mutually accepted by the parties for the purchase of Expent Services (e.g., an Expent Sales Order Form) that specifies the Services to be provided by Expent to You, the associated Fees, and other related details regarding the purchase of the Services.
- 2.2. **Order Acceptance.** Expent’s acceptance of an Order occurs on the earliest of the date that: (A) Expent signs the Order, as applicable; (B) Expent sends an email confirming Your purchase pursuant to an Order; or (C) Expent commences performance pursuant to an Order.
- 2.3. **Order Contents.** Each Order will have its own unique identifier and may contain other terms or conditions specific to that Order, which have been mutually agreed upon by Expent and You. Your purchase of access to and use of the Services is on a subscription basis and shall be subject to the limitations and restrictions of the applicable Order. You may purchase additional Services or expand the scope of the Services to which You have previously subscribed by submitting additional Orders, which Expent may then accept in its sole discretion.



3. Our Responsibilities (Provision of the Services)

- 3.1. Access Rights to the Services.** Subject to these Terms, including Your payment of all applicable Fees, Expent hereby grants You a non-exclusive, non-transferable, non-sublicensable, internal right, during the Subscription Term, to access the subscribed for Services through authorized User Accounts. Expent may transmit a password key or other electronic correspondence containing access credentials to confirm that a User Account is authorized in order to permit You (and others You designate) to access and use the Services. Expent will make the Services available to You consistent with the manner in which Expent makes such Services generally commercially available to users with the same subscription as You (including level, geography and other attributes).
- 3.2. Privacy.** Expent is committed to protecting Your privacy and letting You know what Expent will do with Your personal information. Expent's Privacy Statement <https://www.expent.ai/privacy> sets forth (i) how Expent may collect, use, store and process personal information of or relating to You, and (ii) how You may request deletion of Your personal information. You acknowledge that You have read and understand our Privacy Statement.
- 3.3. Security.**
- 3.3.1. *Security Protocols.*** Services will be provided using processes and safeguards that are designed to help maintain the security of Your Content. Please see Exhibit B for details regarding our current security protocols.
- 3.3.2. *Audits.*** Expent from time to time may have external auditors prepare reports for Expent subscribers on Expent's adherence to its security controls for certain services. You may request from Expent a copy of such reports applicable to a Service to which You subscribe, subject to Your agreement with Expent on nondisclosure of and restrictions on use of such reports. Expent expects to make available such reports no more frequently than once annually.
- 3.4. Availability.** Expent will use commercially reasonable efforts to: (i) maintain a Services uptime of at least 99.9%, excluding scheduled maintenance and downtime requested by You, measured on a calendar quarterly basis; (ii) prepare and implement a disaster recovery plan intended to restore service within twenty-four (24) hours after any interruption of the Services; and (iii) implement commercially reasonable measures designed to secure the Services against unauthorized access to or alteration of Your Content; provided that: (1) in no event does Expent have any obligation or liability to You with respect to any inability to access or use the Services by an Authorized User that has been terminated or suspended for any reason; and (2) You are solely responsible for maintaining the security and operability of Your systems and devices used to access the Services and ensuring timely transmission of, and the accuracy, quality, integrity, and reliability of Your Content.
- 3.5. Content Monitoring.** Expent may, but is under no obligation to review, monitor, verify, endorse, or inspect any of Your Content or Your use of the Expent Services (including the use of the Service by any of Your Authorized Users) to ensure compliance with these Terms or applicable laws. If Expent becomes aware of any possible violations of these Terms or applicable law, Expent may, at its sole discretion, remove any questionable or violative Content or terminate Your, Your Account Administrators' or Your Authorized Users' access to and use of an Expent Service.



4. Your Responsibilities (Use of the Services)

4.1. Services Account.

- 4.1.1. Subscribing and Logging In to a User Account. To subscribe to an Expent Service, You will need a User Account and You may be required to log into Your User Account to activate, access or use the Expent Service.
- 4.1.2. Who Can Use Your Account. Only You (and Your Authorized Users) may access or use an Expent Service through a User Account.
- 4.1.3. You Are Responsible for Your User Account. You are responsible for anyone who obtains, accesses or uses an Expent Service through You or Your User Account (including Your Authorized Users).
- 4.1.4. Authorized User Accounts. Your Authorized Users may be required to set up individual accounts or otherwise agree to applicable terms in order to obtain, access or use an Expent Service (but that requirement does not change or diminish Your responsibility for Your Authorized Users).

4.2. Authorized Users.

- 4.2.1. Number of Authorized Users. You have the right to designate up to the number of Authorized Users permitted by your subscription to an applicable Expent Service.
- 4.2.2. Requirements for Each Authorized User. Each of Your Authorized Users a) will be required to accept the General User Terms of Use (located at [Terms \(expent.ai\)](https://help.expent.ai/terms)) and (b) may be required to establish an individual password and account. Notwithstanding the foregoing, You are responsible for the security of Your User Account and all activity associated with Your User Account. As a result, You (i) must ensure that only Your Authorized Users use an Expent Service associated with Your User Account, and (ii) must secure and not share user IDs or passwords (except with authorized account administrators). If You suspect unauthorized use of Your User Account, please contact <https://help.expent.ai/hc/en-us/requests/new>. You are responsible for Your Authorized Users' compliance with these Terms, including their use of their accounts, as though each of the Authorized Users is You. You will ensure that all Your User Account information (including any information that You or Your Authorized Users provide in connection with Your registration for any Service) is, and continues to be, true and complete.

4.3. Your Required Information. One or more of the Expent Services may require You to provide additional information to set up and access such Services, and You agree to provide that information. For example, in order for Expent to provide certain Expent Services, You will be required to grant Expent access to (including Your account information and a valid password or API token to Your external enterprise identity management service account. You further represent and warrant that you have the right and permission to provide Expent with access rights to such external third-party software and services.

4.4. Authorized Usage. You may access and use Expent Services solely (i) in accordance with the Documentation for the applicable Expent Service, (ii) for Your internal business purposes, in the form made accessible and/or provided by Expent, and (iii) within the scope of Your subscription. You may not access or use (or allow access to or use of) any Expent Service other than as authorized by these Terms, and any such access or use is unauthorized.

4.5. Usage Requirements. Use of Expent Services may require You to connect Your electronic devices to the internet (intermittently or on a regular basis) for a variety of reasons, including (i) to allow You to access the Expent Services, (ii) to validate Your subscription, and/or (iii) to make



available Updates of Upgrades. You agree to such connection and to validation of Your subscription and to the automatic downloading and installation of Updates and Upgrades. The Expent Services do not include access to the internet or any other network or to any communications services or any hardware, software, storage, security or other resources necessary for accessing or using the Expent Services. You and Your other suppliers and service providers are responsible for acquiring all such items and for their reliability, security and performance.

4.6. Usage Restrictions. Except as expressly permitted by this Agreement, You will not, and will ensure that Account Administrators and Authorized Users, do not: (i) reproduce, download, frame, mirror, modify, adapt, translate, or create derivative works of any Expent Service, any Documentation, or any portions thereof; (ii) decompile, disassemble, or otherwise reverse engineer any Expent Service, or any portion thereof; (iii) access or use any Expent Service in order to build any competing product or service; (iv) license, sub-license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise make available all or any portion of any Expent Service to any third party, other than Account Administrators or Authorized Users, or use any Expent Service on a service bureau basis; (v) access or use any portion of any Expent Service in violation of any law, regulation, or agreement with any third party; (vi) remove, obscure or alter any trademarks, brand names, or other proprietary notices appearing on or contained within any Expent Service or Documentation; (vii) conduct security, integrity, penetration, vulnerability or similar testing on any Expent Service or use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with any Expent Service; (viii) attempt to gain any unauthorized access to any Expent Service or any portion thereof; or (ix) access or use any Expent Service other than as expressly permitted by this Agreement. In addition, You will not (and will ensure that Your Account Administrators and Authorized Users do not):

- Remove, disable or otherwise limit the effectiveness of any technical protection used by Expent to (i) manage, monitor, control or analyze the installation of, access to, or use of any Expent Service or (ii) protect Expent's intellectual property rights;
- Post, transmit or otherwise make available using an Expent Service any information or material that is or may be:
 - false, libelous, defamatory, fraudulent or otherwise unlawful or tortious;
 - threatening, harassing, degrading, hateful or intimidating, or that otherwise fail to respect the rights and dignity of others;
 - obscene, indecent, pornographic or otherwise objectionable;
 - protected by copyright, trademark, design rights, trade secret rights, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
 - a national or state secret, classified information or any other information or material (including any photograph, drawing, plan or model) that is subject to official confidentiality treatment;
 - secret codes, countersigns, crypto-currency, passwords or other similar information;
 - advertising, spam, an offer to sell or buy any goods or services, a "chain letter" or any other form of solicitation; or
 - any malware (such as a virus, worm, Trojan horse, Easter egg, time bomb or spyware) or other computer code, file or program that is or is potentially harmful or



invasive or intended to damage or hijack the operation of, limit the use of, or monitor the use of, any hardware, software or equipment;

- Use the Expent Service in any way that is fraudulent or otherwise unlawful or tortious, or has any fraudulent or other unlawful or tortious purpose or effect;
- Interfere with or disrupt the operation of any Expent Service or the servers or networks used to make any Expent Service available, including by hacking or defacing any portion of an Expent Service;
- Attempt to probe, scan or test the vulnerability of any Expent Service or to breach or circumvent any security or authentication measures used by any Expent Service;
- Use any Expent Service as storage for “remote loading” or as a “door” or “signpost” to other web pages or internet resources, whether inside or beyond the sites through which the Expent Service is provided;
- Impersonate any other individual or entity or falsely state or otherwise misrepresent Your affiliation with any person or entity;
- Use the Expent Service in connection with any inherently dangerous application, including any application that could result in death, personal injury, catastrophic damage or mass destruction;
- Collect content or information, from or with an Expent Service, using automated means (such as any robot, spider, site search/retrieval application or other device to retrieve, index, “scrape,” or “data mine”);
- Use any Expent Service or the output of any Expent Service in connection with the training of a neural network or machine learning, deep learning or artificial intelligence system or software; or
- Unbundle the component parts of any Expent Service for use separate from each other or on different electronic devices (except as may be expressly permitted in writing by Expent).

4.7. Other Responsibilities. You will, and You will ensure all Your Authorized Users, abide by all applicable laws, treaties, ordinances and regulations in connection with accessing and using any Expent Service. You will be responsible and liable for the activities occurring on or resulting from any access to, use or misuse by an Authorized User, including any uploading, storing, creating, modifying, downloading, sharing, or erasing of any of Your Content or other information on any Expent Service. You shall be responsible for each Authorized User’s compliance with this Agreement and the General User Terms of Use. You agree that any act committed by Your Account Administrator or any Authorized User that would constitute a breach of any provision of this Agreement if committed by You shall be deemed a breach of such provision by You for purposes of any action between the parties. You represent and warrant that neither Your nor any of Your Authorized User’s access to and use of any Expent Service will violate any agreement between You and a third party or any applicable law.

4.8. Use of Third-Party Materials and Services. Expent may provide You with content, templates, recommendations, query responses, data sets, summaries, reviews, ratings, documents, libraries, audio, links, data, applications and other software, services or similar material of a third party (collectively, “**Third-Party Material/Services**”) in connection with an Expent Service. Any such Third-Party Material/Services may be governed by different terms found in such Third-Party Material/Services, on a web page specified by Expent or in the Documentation for the Expent Service for which the Third-Party Materials/Services are provided (collectively, “**Third-Party Terms**”). If there are no Third-Party Terms, Your use must be (i) limited to the same terms as the Expent Service for which You received the Third-Party Material/Services, and (ii)



solely in connection with Your use of such Expent Service. You take sole responsibility for determining, obtaining and complying with all Third-Party Terms. Expent will have no responsibility for, and makes no representations and warranties regarding, (a) any Third-Party Material/Services or Your use of such Third-Party Material/Services, and (b) the Third-Party Terms or Your compliance with such Third-Party Terms.

- 4.9. Collaboration.** An Expent Service may permit You to collaborate with others, including sharing Your Content or publishing Your Content—for example, to a specific Vendor, to a forum or to other services. If You choose to share or publish Your Content (whether by collaboration on or sharing files, emailing, sharing a link, sharing files with other applications or services, posting in a forum or gallery or otherwise), then others (including, in some cases, the general public) may be able to use, sell, reproduce, modify, distribute, make available, display, transmit and communicate Your Content. Forums and galleries may be public, and submissions are generally public. Once You share or publish Your Content, suspending or terminating access will not delete or inhibit access to any of Your Content that was earlier copied, transferred or otherwise shared or published. If You do not want others to have any such access or any of those rights, do not use the sharing, publishing or other collaboration features of an applicable Expent Service and set Your permissions accordingly. In addition, an Expent Service may feature links to third parties that offer services, software or other materials that complement such Expent Service. Such links are provided as a convenience to You. Expent does not monitor or control what such third parties will do with Your Content. You are responsible for ensuring the appropriate level of access to Your Content by any third party. If You authorize any of Your information or Your Content to be shared with any third party, Expent may make available Your information or Your Content to such third party. In that event, notwithstanding any term or condition in these Terms to the contrary, Expent will have no responsibility or liability for the actions of such third party, and all governing terms and conditions, including those regarding privacy, are between You and such third party.
- 4.10. Authorization to Contact Others.** As part of an Expent Service, You may wish to create and distribute surveys and/or other communications to Your employees, consultants, contractors and other third parties. If You elect to use one of these features of an applicable Expent Service, You expressly grant us permission to contact such employees, consultants, contractor and other third parties directly via email or other means.

5. Content

- 5.1. Ownership Generally.** As a general rule, Your Content is owned by You and Expent's Content is owned by Expent. More specifically:
- 5.1.1. Your Content.** As between You and Expent, You exclusively own all rights, title and interest in and to all Your Content. This Agreement is not a sale and does not convey to Expent any rights of ownership in or related to any of Your Content. Except as otherwise provided herein, Your name, logo and product names are trademarks of You, and no right or license is granted to Expent to use them. All rights to Your Content not expressly granted to Expent are reserved by You. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Your Content.
- 5.1.2. Expent Content.** As between Expent and You, Expent exclusively owns all rights, title and interest in and to all Expent Services, Content provided by Expent within an Expent Service and any Documentation (including all rights therein, and all derivatives, translations,



modifications and enhancements thereof). This Agreement is not a sale and does not convey to You any rights of ownership in or related to any Expent Service, Expent Content or Documentation. Except as otherwise provided herein, the Expent name, logo and product names are trademarks of Expent, and no right or license is granted to You to use them. All rights not expressly granted to You are reserved by Expent. Expent shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all of Expent's Content.

5.2. Content Use and Licenses.

5.2.1. Your Authorized Use of Expent Content. In connection with providing an Expent Service to You, Expent may provide certain Content (such as evaluation templates) to You and You are expressly authorized by Expent to use such Content within the Expent Service.

5.2.2. Expent's Authorized Use of Your Content. In order for You (and Your Authorized Users) to access and use certain Expent Services, You (or Your Authorized Users) may wish to upload, enter or otherwise share Your Content. If You do upload, enter or otherwise share Your Content, You hereby grant to Expent a royalty-free, fully-paid, non-exclusive, transferable, sub-licensable, worldwide right and license to reproduce, distribute, use, process, exploit, transfer and store Your Content solely for the purposes of providing the Expent Services and otherwise performing Expent's obligations under this Agreement and any other activities expressly agreed to by You in writing. Examples of Expent's uses for Your Content may include, without limitation: (i) storing, caching and/or backing-up Your Content on Expent's servers or on servers of third party service providers acting on Expent's behalf; (ii) sharing Your Content and otherwise making Your Content available to Your Authorized Users, and permitting certain designated Authorized Users to modify, erase, copy, download, and share Your Content in accordance with any applicable access privileges; (iii) providing the Expent Services; and (iv) screening for objectionable information transmitted or shared by an Authorized User within an Expent Service.

5.2.3. Use Exceptions. In addition to those uses and rights specified in [Section 5.2.2](#) above, Expent may use Your Content: (i) at Your request, or with Your consent—for example, when providing You with support, addressing a technical issue or other request, or sending Your requests for information to an external Vendor or potential Vendor; (ii) in connection with providing and improving an Expent Service (including maintaining, securing, updating or otherwise modifying Expent Services); (iii) in connection with legal-related obligations, enforcement, investigations or proceedings (for example, in response to a valid subpoena); and/or (iv) if Your Content has been processed by Expent in such a way that the data subject is not identifiable and that the information has been aggregated or made generic so that it is not attributable to any specific data subject.

5.2.4. Your Content Reps and Warranties. You represent, warrant, and covenant that: (i) You (or the applicable Authorized User) has and will continue to have all necessary rights to create, post, submit, upload, store, share, and distribute Your Content; (ii) You have all necessary rights to reproduce and download any Content downloaded or copied from an Expent Service; (iii) the uploading, creating, storing, modifying, erasing, copying, downloading, or sharing of any Content by or on Your behalf does not violate any agreements between You (or Your Authorized Users) and any third party; and (iv) Your Content will not: (a) infringe or violate intellectual property rights of any third party; (b) promote, solicit, or comprise objectionable, inappropriate or unlawful content or activity;



or (c) contain any harmful computer code that may damage, detrimentally interfere with any system, data, personal information, or property of another.

5.2.5. Your License to Your Authorized Users. You hereby grant Your Authorized Users a non-exclusive, non-transferable, sublicensable right and license to modify, erase, copy, download, share, and otherwise access and use Your Content as permitted by the functionality of the applicable Expent Service and in accordance with any applicable access privileges.

5.2.6. Third Party Content. Certain Expent Services may make available Third Party Content to You and Your Authorized Users. In the event the Third Party Content is made available based on your relationship with the Third Party, then you represent, warrant and covenant that you have the right to share such Third Party Content with Expent and to allow Expent to make such Third Party Content available to You and Your Authorized Users within the Expent Service. If, however, the Third Party Content is made available by us and you do not have a contractual relationship with the Third Party, then our ability to make such content available to You and Your Authorized Users will be governed by the applicable Third-Party Terms, if any. In the absence of any such Third-Party Terms, Your use must be (i) limited to the same terms as the Expent Service for which You received the Third-Party Content, and (ii) solely in connection with Your use of such Expent Service.

5.2.7. Content Review. In general, Expent does not screen or review Content that is posted to any Expent Service or website or otherwise made available to Expent. Expent reserves the right, however, to screen and review Your Content, and may block or remove content for any reason, including because it is not in compliance with these Terms (for example, illegal, offensive or phishing-related postings or spam). You (a) are responsible for all of Your Content and for ensuring that Your Content and its use with any Expent Service complies with all applicable laws and regulations and these Terms, and (b) warrant that Your Content will not infringe or misappropriate any intellectual property or proprietary rights of any person or violate any applicable laws or regulations. Expent recommends that You secure and protect Your Content by using appropriate encryption and security technology. You acknowledge that online services may suffer occasional disruptions or outages, and You may not be able to retrieve Your Content as a result. Expent recommends that You regularly backup Your Content to Your own storage. You are at all times responsible for storing and maintaining any such backup copies of Your Content

6. IP Ownership and Feedback

6.1. IP Ownership. You acknowledge that, with the exception of any of Your Content, Expent owns and retains all rights, title and interest, including all intellectual property rights, in and to the Expent Services, APIs, Metrics, Documentation, and other information or material provided or made available by Expent to You including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and other tangible and intangible material and information pertaining thereto or included therein and all intellectual property and proprietary rights of or related to any Professional Services, and nothing in this Agreement shall preclude or restrict Expent from using or exploiting any concepts, ideas, techniques or know-how of or related to the Expent Services or otherwise arising in connection with Expent's provision of the Expent Services. The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Expent Services and the APIs constitute proprietary and confidential



information of Expent, and You will not disclose such information to third parties, or use such information for any purpose other than as required for ordinary-course access to and use of the Expent Services as set forth in these Terms, without Expent's prior written consent. Also, You agree not to access or attempt to access the Expent Services by any means other than the interface Expent provides or authorizes. In addition, You agree not to engage in any decompiling, disassembling or other reverse engineering or otherwise attempting to discover, learn or study the structure or organization, underlying algorithms or other internals, the protocols, data structures or other externals, or the source code of the Expent Services or APIs, except as expressly permitted under applicable law notwithstanding a contractual prohibition to the contrary. Expent may make available or provide access to other confidential and proprietary information (either marked as such or understood to be such under the circumstances). If You receive such information, You will not disclose it to any third party, or use such information for any purpose other than as required for access to and use of the Expent Services as set forth in these Terms, without Expent's prior written consent. Other than as expressly set forth in this Agreement, no license or other rights in or to the Expent Services are granted to You hereunder and all such rights are hereby expressly reserved.

- 6.2. Feedback.** You have no obligation to provide Expent with ideas for improvement, suggestions or other feedback (collectively, "**Feedback**"), whether in connection with a Trial Version or otherwise. If, however, You provide any Feedback, even if such Feedback would otherwise be deemed to be Your Content, You hereby grant to Expent a non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, publicly display and perform, disclose and otherwise exploit the Feedback and any Expent Services using the Feedback.
- 6.3. Anonymized/Aggregated Data; Feedback.** You agree that Expent may use and exploit, in any manner, on a worldwide, irrevocable, perpetual, royalty-free basis, any: (i) aggregated non-personally identifiable information related to any of Your Content in connection with any Expent products and services; and (ii) Feedback.

7. Billing and Payment

- 7.1. Fees.** You will pay all fees set forth in an Order, or as otherwise presented on an Expent Service at the time of purchase ("**Fees**"). Fees may include, without limitation, fees for access to an Expent Service ("**Subscription Fees**"), and fees for Professional Services ("**Professional Services Fees**"). You agree to pay all Fees in accordance with the payment schedule set forth in the applicable Orders. Professional Services Fees that are not set forth on the Order will be paid at Expent's then prevailing time and materials rates. Usage of an Expent Service that exceeds Your authorized scope will be paid for by You at Expent's then-current rates.
- 7.2. Payment.** You hereby authorize Expent or Expent's third party payment service provider, to charge Your credit card for all Fees. If the Order specifies that payment will be made by a method other than a credit card, Expent will invoice You in accordance with the terms of the Order. Unless otherwise set forth in the applicable Order: (i) all Subscription Fees will be automatically charged for the applicable Initial Term and each applicable Renewal Term (unless cancelled or terminated in a timely fashion in accordance with these Terms or the applicable provisions of the Order) upon the start of the such Initial Term and Renewal Terms; (ii) all Fees are due and payable in United States dollars; and (iii) if any Fees payable are to be invoiced to You, such Fees are due and payable net thirty (30) days after the invoice date, without deduction or setoff. You are responsible for providing complete and accurate credit card, billing



and contact information to Expent and for notifying Expent of any changes to such information. All payments of Fees are non-cancelable and non-refundable.

- 7.3. Overdue Charges.** Any unpaid Fees will accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Expent may (i) accelerate any of Your unpaid Fee obligations under this Agreement so that all such obligations become immediately due and payable and (ii) upon five days' notice to You, suspend access to and use of any Expent Service to You and any of Your Authorized Users until such amounts are paid in full. The foregoing will not apply respect to the portion of any unpaid amounts You are disputing in good faith; provided that You are cooperating in good faith with Expent to resolve such dispute.
- 7.4. Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable against You and your Authorized Users by any jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If Expent has the legal obligation to pay or collect Taxes for which You are responsible under this Section 7, Expent will invoice You and You will pay that amount unless You provide Expent with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 7.5. Payment Processing.** If You place an Order or make a purchase through an Expent Service, or otherwise pays any Fees via credit card, Expent will process Your payment information using a third-party processor for payment services (e.g., card acceptance, merchant settlement and related services). You also hereby consent and authorize Expent to delegate the authorizations and to share information You provide to Expent with its third-party processor, to the extent required to provide payment services to You. Expent may be contacted directly for payments support by email at support@expent.ai.

8. Free Trial and Free Services

- 8.1. Trial Versions of Expent Services.** Expent may make available or deliver Expent Services (or features of an Expent Service) labelled or offered as "not for resale," "free," "evaluation," "trial," "pre-release," "beta" or another similar designation (collectively, "**Trial Versions**"). You may download, install, access or use Trial Versions only during the period and for the purpose of the trial, as expressly permitted by Expent. Except as expressly set forth in the online or other Documentation for the Trial Version, (i) the subscription period for the Trial Version will be limited to thirty (30) days, (ii) Your use will be limited to non-commercial evaluation purposes with no rights to make available or distribute the Trial Version to any third party, and (iii) the use will be only by You as an individual or, if You are a company or other legal entity, by one named employee. Notwithstanding anything contained in these Terms or otherwise, (a) Expent makes no commitments with respect to Trial Versions regarding any features, functions, service levels or data and provides no warranties or indemnities of any kind with respect to Trial Versions, (b) Expent may choose not to generally release any Trial Versions or convert any Trial Version into a product offering, and (c) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure. Expent reserves the right, without any further notice, to end any Trial Versions at any time.
- 8.2. Free Trials.** Notwithstanding anything to the contrary herein, if You register for a Trial Version that is designated as "free," Expent will make such service available to You on a trial basis free of charge until the earlier of (i) the end of the free trial period for which You have registered to use the applicable service, or (ii) the start date of any subscriptions ordered by You for such



Expent Service, or (c) termination by Expent in its sole discretion. Additional Terms governing a free trial may appear on the trial registration web page. Any such Additional Terms and conditions are incorporated into this Agreement by reference and are legally binding.

8.3. Content for Trial Versions. ANY DATA OR CONTENT UPLOADED TO AN EXPENT SERVICE, AND ANY CUSTOMIZATIONS MADE TO ANY CONTENT BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS, UPON TERMINATION OR EXPIRATION OF A FREE TRIAL, YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR EXPORT SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER YOUR CONTENT UPLOADED, STORED OR CREATED ON AN EXPENT SERVICE DURING THE FREE TRIAL TO A SUBSCRIPTION TO AN EXPENT SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL. ACCORDINGLY, IF YOU PURCHASE A SUBSCRIPTION TO AN EXPENT SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR CONTENT BEFORE THE END OF THE TRIAL PERIOD OR YOUR CONTENT WILL BE PERMANENTLY LOST.

9. Confidentiality

9.1. Use; Maintenance. You or Expent (as the *"Disclosing Party"*) may disclose or make available Confidential Information to the other party (as the *"Receiving Party"*) in connection with these Terms. The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will (i) use the Confidential Information of the Disclosing Party only in connection with the Expent Services, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its employees, consultants, contractors, service providers, professional advisors and other individuals who need such access for purposes related to an Expent Service and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. Expent may also disclose Your Confidential Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving Expent, or at Your request. If disclosure is made at Your request, You may be responsible for the costs of compiling and providing access to Your Confidential Information. In no event will any unauthorized third party access to any of Expent's systems or applications constitute a breach by Expent of this [Section 9](#).

10. Term; Termination; Suspension

10.1. Term. This Agreement commences on the Effective Date, and, unless otherwise terminated, continues indefinitely until all Orders made pursuant to this Agreement have expired or have been terminated.

10.2. Term of Subscriptions. Unless otherwise set forth in the applicable Order, the term of each subscription to an applicable Expent Service shall be one (1) year (the *"Initial Term"*), and, upon expiration of the then current term, each subscription to an applicable Expent Service will automatically renew for additional periods equal to the Initial Term or one year (whichever is shorter) (each a *"Renewal Term"* and all Renewal Terms together with the Initial Term, the



“**Subscription Term**”) unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the Initial Term or any Renewal Term.

- 10.3. Termination.** Either party may terminate this Agreement for cause: (i) if the other party is in material breach of this Agreement and such breach is not cured within thirty (30) days following such other party’s receipt of written notice of such breach; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4. Refund or Payment Upon Termination.** If this Agreement is terminated by You in accordance with Section 10.3, Expent will refund You for any prepaid Fees for services not rendered. If this Agreement is terminated by Expent in accordance with Section 10.3, You will pay any unpaid Fees covering the remainder of the term of each Order outstanding at the time of such termination. In no event will termination relieve You of Your obligation to pay any Fees payable to Expent for any period prior to the effective date of termination.
- 10.5. Data Portability; Retention Policy.** Upon Your request made within thirty (30) days after the effective date of termination or expiration of this Agreement, Expent will make Your Content available to You for export or download. After that 30-day period, Expent will have no obligation to maintain or provide Your Content, and may delete or destroy all copies of Your Content on Expent’s systems or otherwise in Expent’s possession or control, unless legally prohibited.
- 10.6. Effect of Termination; Survival.** Upon expiration or termination of this Agreement: (i) all Orders; (ii) all subscriptions granted by Expent under this Agreement; and (iii) Expent’s obligation to provide (and Your and all Your Authorized Users’ rights to access and use) any Expent Services will terminate. Upon expiration or termination of a subscription to an Expent Service for any reason, Your rights with respect to that Expent Service will end. At that time, You will stop all access to and use of that Expent Service (including all access and use by Your Authorized Users). Sections 5, 6, 7, 9 through 14 will survive any such expiration or termination of this Agreement.
- 10.7. Suspension.** If Expent believes in good faith that Your Content or Your conduct or failure to act (including the conduct or failure of Your Authorized Users) may (i) pose a security risk or otherwise adversely impact an Expent Service, systems or other users; (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections (including any mechanisms for managing, monitoring, controlling or analyzing the installation of, access or, or use of any Expent Service or protections of Expent’s intellectual property rights); (iii) subject Expent, any reseller or any other user to liability; or (iv) not comply with these Terms, including failure to pay any amounts owing with respect to any Expent Service, Expent has the right, but not the obligation, to immediately disable or suspend Your (and Your Authorized Users’) access to and use of any Expent Service and access to and use of Your Content. Unless Expent reasonably determines that immediate action is prudent, Expent will seek to notify You of the planned disabling or suspension before it takes effect.

11. WARRANTIES; DISCLAIMERS

- 11.1. Limited Warranty.** Expent warrants that, for any paid subscription, as of the date on which the subscribed-for Expent Service is made available to You and for thirty (30) days thereafter or, if the subscription period is shorter, such shorter period (the “**Warranty Period**”), the applicable Expent Service will provide the general features and functions described in the end-user Documentation for the Offering. Expent’s entire obligation and liability, and Your sole and exclusive remedy, for Expent’s breach of this limited warranty will be for Expent, at its option, (i)



to attempt reasonably to remedy the breach or (ii) to refund amounts received for the affected subscription and terminate such subscription. You must bring any warranty claim for any Expent Service within its applicable Warranty Period.

11.2. Disclaimer. EXCEPT AS EXPRESSLY WARRANTED HEREIN EXPENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EXPENT SERVICES AND EXPENT EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED THERETO. THE EXPENT SERVICES MAY BE SUBJECT TO, AND EXPENT IS NOT RESPONSIBLE FOR, LIMITATIONS, RISKS, AND OTHER PROBLEMS INHERENT IN ELECTRONIC COMMUNICATIONS, AND, EXCEPT AS EXPRESSLY WARRANTED HEREIN, EXPENT DOES NOT REPRESENT OR WARRANT THAT THE EXPENT SERVICES OR ANY USER CONTENT WILL BE OR REMAIN AVAILABLE, TRUE, COMPLETE, ACCURATE OR ERROR FREE. EXPENT DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR ASSURANCES WITH RESPECT TO ANY USER CONTENT OR ANY INTERCEPTION OR ACCESS OR USE OF ANY INFORMATION, INCLUDING YOUR CONTENT BY ANY USER, AND EXPENT IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACTS RESULTING IN LOSS OF OR DAMAGE TO YOUR CONTENT OR OTHER PROPERTY IN CONNECTION WITH YOUR OR ONE OF YOUR AUTHORIZED USER'S USE OF THE EXPENT SERVICES.

11.3. Expent Services are Tools. The Expent Services are tools and are intended only to assist You with Your analysis, estimation, evaluation, testing and other activities and are not a substitute for Your professional judgment or Your own independent analysis, estimation, evaluation, testing or other activities, including those with respect to security, safety and utility. Expent will not be responsible or liable in any manner whatsoever for the results obtained through use of the Expent Services. You are responsible for Your (including Your Authorized Users') use of the Expent Services and any results produced by the Expent Services. You further acknowledge that the Expent Services may not achieve the results You desire within Your analysis, estimation, evaluation, testing and other constraints.

11.4. Expent Services are Not Designed to Store Sensitive Personal Information. The data storage functionality associated with the Expent Services is NOT suitable for the storage of Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information or health insurance information; data about personal characteristics or other personal information, such as race or ethnic origin, religion or philosophical beliefs, political affiliation or opinions, genetic or biometric data, sexual orientation or trade union membership; or other information that may expose, or pose a risk of harm to, an individual if improperly disclosed or used (collectively, "***Sensitive Personal Information***"). Except as expressly required by Expent (for example, a credit card number used to purchase a subscription), You will not upload or otherwise make available to Expent any Sensitive Personal Information, including any files containing Sensitive Personal Information, in connection with Your use of any Expent Service.

12. LIMITATION OF LIABILITY

12.1. Limitations. IN NO EVENT WILL EXPENT, ITS SUPPLIERS OR LICENSORS, OR YOU, BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, OR USE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE AN EXPENT SERVICE, ANY INTERRUPTION, INACCURACY OR ERROR IN THE CONTENT, EVEN IF EXPENT HAS BEEN



PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES FOR THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER ACCRUED OR ACCRUING UNDER THIS AGREEMENT.

- 12.2. Limitations Subject to Applicable Laws.** The limitations on liability in these Terms will apply to the maximum extent permitted by applicable law to any damages or other liability, however caused and regardless of the theory of liability, whether based on contract, tort (including negligence and strict liability), indemnification, recourse, statute or otherwise, even if Expent has been advised of the possibility of the liability and regardless of whether the limited remedies in these Terms fail of their essential purpose. Expent does not seek to limit Your warranties, Your other rights and remedies, or the liability of Expent for damages or losses to the extent the limits are not permitted by applicable law (such as statutory warranties, conditions, remedies or liabilities that cannot be excluded by applicable law). Nothing in these Terms restricts the effect of warranties, the liability of Expent for damages or losses or other terms that cannot be excluded or otherwise modified under applicable law notwithstanding a contractual restriction to the contrary. These Terms give You specific legal rights, and You may also have other legal rights, which vary from jurisdiction to jurisdiction. For example, some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of these Terms may not apply to You.
- 12.3. Limitations Central to Agreement.** You acknowledge that the amounts payable for the Expent Services are based in part on and reflective of the disclaimers of warranties and limitations on liability in these Terms and that such disclaimers and limitations are an essential element of the bargain between You and Expent.
- 12.4. Exceptions.** Nothing in these Terms purports to restrict or exclude Expent's liability for (i) death or personal injury caused by Expent's willful intent or gross negligence or (ii) Your damages or losses caused by Expent's fraud.

13. Indemnification

- 13.1. By Expent.** Subject to Section 13.3, Expent shall: (a) defend Customer, its officers, directors, and employees against any third party suit, claim, or demand (each a "**Claim**") that alleges the applicable Expent Service used in accordance with this Agreement and the applicable Order infringe any issued patent, copyright, trademark or misappropriate any trade secret of, such third party; and (b) pay any court-ordered award of damages or settlement amount which may include any expense, liability, loss, damage, costs or reasonable attorneys' fees, each to the extent payable to a third party, to the extent arising from such Claims. Notwithstanding the foregoing, if Expent reasonably believes that Your use of any portion of the applicable Expent Service is likely to be enjoined by reason of any Claims then Expent may, at its expense and in its sole discretion: (i) procure for You the right to continue using the applicable Expent Service; (ii) replace the same with other products having substantially equivalent functions that are not subject to any Claims of infringement; or (iii) modify the applicable Expent Service so that there is no longer any infringement, provided that such modification does not materially and



adversely affect the functional capabilities of the applicable Expent Service as set out herein or in the applicable Order. If (i), (ii), and (iii) above are not available on commercially reasonable terms in Expent's judgment, Expent may terminate the applicable Expent Service and refund to You the fees paid by You covering the remaining portion of the applicable Subscription Term for the applicable Expent Service after the date of termination. The foregoing indemnification obligation of Expent shall not apply: (1) if the applicable Expent Service is modified by any party other than Expent (or someone acting at Expent's direction), but solely to the extent the alleged infringement is related to such modification; (2) if the applicable Expent Service is combined with other non-Expent products, applications, or processes not authorized in writing by Expent, but solely to the extent the alleged infringement is related to such combination; (3) to the extent the Claim arises in connection with any unauthorized use of the applicable Expent Service, or use that is not in compliance with any applicable laws, regulations, and/or Documentation; (4) to any third party products, processes or materials that are not provided by Expent; or (5) to any Claims arising as a result of Your Content. EXPENT'S MAXIMUM AGGREGATE LIABILITY ARISING UNDER THIS SECTION 13.1 SHALL BE AN AMOUNT EQUAL TO TWO TIMES THE FEES PAID BY YOU FOR THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM. THIS SECTION 13.1 STATES THE ENTIRE LIABILITY OF EXPENT, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY EXPENT, THE EXPENT SERVICES, OR ANY PART THEREOF.

13.2. By You. Subject to Section 13.3, You shall: (a) defend Expent, its officers, directors, and employees against any Claim that arises from Your Content or that relates to a dispute between You and one of Your Vendors; and (b) pay any court-ordered award of damages or settlement amount which may include any expense, liability, loss, damage, costs, or reasonable attorneys' fees, each to the extent payable to a third party, to the extent arising from such Claims. Your indemnification obligation shall not apply: (1) if Your Content is modified by Expent or by any party under Expent's control, without Your authorization but solely to the extent the Claim is caused by such modification or (2) if the Claim arises as a result of any use or disclosure of the Your Content by Expent not contemplated by this Agreement.

13.3. Process. Each party's indemnity obligations are subject to the following: (i) the indemnified party shall promptly notify the indemnifier in writing of any Claims (provided, however, that the failure to give prompt written notice shall not limit the rights to indemnification except to the extent that the indemnifier is materially prejudiced by such failure); (ii) the indemnifier shall have sole control of the defense and all related settlement negotiations with respect to any Claims (provided that the indemnifier may not settle any Claims that require the indemnified party to admit any civil or criminal liability or incur any financial obligation without the indemnified party's consent, which consent shall not be unreasonably withheld); and (iii) the indemnified party shall cooperate fully to the extent necessary at the indemnifier's cost in such defense and settlement.



14. General

- 14.1. Modifications to the Expent Services.** Expent may update the content, functionality, and user interfaces of the Expent Services from time to time. Although Expent may substitute substantially equivalent features, Expent will not materially reduce the functionality of a given Expent Service. Notwithstanding anything herein to the contrary, Expent may exercise planned obsolescence for any features, functionality or availability of an Expent Service and Your purchases are not contingent on the delivery of any future functionality or features regardless of any oral or written public comments made by Expent regarding future functionality or features.
- 14.2. Modifications to these Terms.** To the maximum extent permitted by applicable law, Expent reserves the right from time to time to (and You acknowledge that Expent may) modify these Terms. Expent will endeavor to notify You of any material modification to the Terms that may have a materially adverse effect on You ("**Modification Notice**"), and You will then have an opportunity to review such modification. Except as otherwise expressly set forth in these Terms, if any such modification has a material adverse effect on You and You do not agree to the modification, You may reject the modification by notifying Expent of the rejection within 30 days of the Modification Notice. If You reject a modification under these circumstances, (i) Your access to and use of any Expent Service affected by the modification will continue to be governed by the terms in effect immediately before the modification (except to the extent the modification was made for security, privacy or legal compliance reasons) until (a) the end of the then-current period for the subscription of the applicable Expent Service, if applicable, or (b) 180 days after the Modification Notice, whichever is earlier; and (ii) Your rights to such Expent Service will then terminate. In the event of such a termination by You, Expent (or an applicable reseller) will refund the prorated portion of any prepaid fees applicable to the remaining term of Your subscription for the affected Expent Service after the effective date of termination. Such date will be the end of the term of such Expent Service. If the subscription is renewed or extended, it will be under the then-current Terms. Notices by You or Expent will be provided as set forth below, except that You may also provide Your notice of rejection (within the 30-day period described above) to the email address, or in any other manner, specified in the Modification Notice. Notwithstanding the forgoing, modifications to the Privacy Statement or other policies will be handled as described therein. You acknowledge that Your commitments with respect to the Expent Services are not contingent on delivery of future features or functionality (or oral or written statements about future features or functionality).
- 14.3. Publicity.** During the Subscription Term, You grant Expent the right to identify You as a customer of the applicable Expent Service, including using Your logo, solely in marketing materials and on Expent's website. Neither party shall issue any press release regarding this Agreement without the prior written consent of the other party.
- 14.4. Notices.** All notices, requests, demands, waivers, consents and other communications hereunder will be in writing and will be served by personal service, certified or registered mail or confirmed electronic transmission and sent to the address of the receiving party as specified below and shall be deemed complete upon receipt. Any notices by You to Expent shall be sent by postal mail or delivery service to support@expent.ai. Except as otherwise expressly stated in these Terms, any notices by Expent to You will be provided (i) by email to the registered email address associated with Your account, (ii) by posting to Your account, (iii) by posting within an applicable Expent Service (for example, through a sign-in notification), (iv) by postal mail or delivery service to the address associated with Your account, or (v) in any other manner



deemed reasonable by Expent that involves specific notification to You. Notices from Expent to You will, (a) in the case of notices by email, be deemed to be received one day after being sent and (b) in the case of other notices, five days after being posted or sent. You hereby agree to service of process being effected on You by registered mail sent to the address set forth on Your Customer Information Form (or, if no Customer Information Form has been provided, Your last address known by Expent) if so permitted by applicable law.

- 14.5. Assignment.** Neither party may assign this Agreement, by operation of law or otherwise, without the other party's prior written approval; *provided, however*, that a party may assign its rights and obligations under this Agreement, without the approval of the other party, to: (a) an entity that acquires all or substantially all of the assets of the assigning party; or (b) any subsidiary or Affiliate of the assigning party or successor in a merger or acquisition (whether by operation of law or otherwise) involving the assigning party; provided, further that for any permitted assignment by a party, the assigning party will provide the non-assigning party with written notice of such assignment and that the party receiving the assignment assumes all of the performance obligations and liabilities of the assigning party. Any attempted assignment in violation of the foregoing will be null and void. Your payment obligations hereunder cannot be transferred to any third party without the assignment of this Agreement to such third party. Subject to Expent's prior consent, You may assign this Agreement to one of Your Affiliates, in connection with the transfer of Your payment obligations, and You hereby consent to any such assignment.
- 14.6. Governing Law; Venue.** This Agreement will be governed by California law, without regard to conflicts of law provisions. Neither the U.N. Convention of Contracts for the International Sale of Goods nor UCITA will apply. Any dispute arising out of or relating to this Agreement shall be exclusively brought in the state and federal courts located in San Francisco County, CA. Each party hereby consents to the exclusive jurisdiction and venue of such courts.
- 14.7. DMCA.** Expent complies with the provisions of the Digital Millennium Copyright Act of 1998 (the "**DMCA**") applicable to Internet service providers (17 U.S.C. §512, as amended). The DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You have any intellectual property rights-related complaint about material posted on an Expent Service, please review our Copyright Policy attached hereto as [Exhibit A](#).
- 14.8. Remedies.** You acknowledge that aspects of each Expent Service contain Expent's valuable trade secrets and proprietary information, that any breach of this Agreement relating thereto will constitute harm to Expent for which monetary damages would be inadequate, and that Expent seeking injunctive relief is an appropriate remedy in the event of a breach.
- 14.9. Independent Contractors.** The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of an Expent Service. Neither party shall have any authority to contract for or bind the other party in any manner whatsoever.
- 14.10. Language.** The English language version of these Terms will be the version used when interpreting or construing these Terms, and any notices or other communications in connection with these Terms will be provided in the English language. Any reference in these Terms to "days" are to calendar days unless otherwise specified. The words "including" and "for example" or "e.g.," and words of similar import, are not limiting or exclusive and will be deemed followed by "without limitation," whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any



provision. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under applicable law.

- 14.11. Compliance.** Expent has the right to verify (electronically or otherwise) Your access to, and use of any Expent Service, including access and use by Your Authorized Users. If Expent determines that Your access or use is not in conformity with these Terms, You will promptly remedy the noncompliance, which may include purchasing valid subscriptions to bring Your usage into compliance, and pay the reasonable costs of the verification. Expent reserves the right to seek any other remedies available at law or in equity.
- 14.12. Export Compliance.** You acknowledge that aspects of the Expent Service may be subject to U.S. and foreign export and import restrictions. You will not and will not allow any export or re-export of any part of the Expent Service, or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations. You agree to the foregoing and warrant that You are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Expent Services are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.
- 14.13. Waiver; Amendment; Severability.** A party's failure to enforce any provision in this Agreement will not constitute a waiver unless in writing and signed by the party against which the waiver is asserted. No amendment hereof will be effective unless in writing and signed by both parties. If any provision of this Agreement is unenforceable, it will be changed and interpreted to accomplish the objectives of such provision to the extent legally permissible and the remaining provisions will continue in full force and effect.
- 14.14. Your Purchase Orders.** These Terms will prevail over any inconsistent terms or conditions contained in, or referred to in, Your form purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any of these Terms shall be binding on Expent unless in writing and signed by a duly authorized representative of Expent.
- 14.15. Local Use Decisions.** Expent will not provide You with any legal advice regarding compliance with data privacy or other relevant laws, rules or regulations in the jurisdictions in which You access and use the Expent Services ("**Laws**"). The parties acknowledge and agree that not all features, functions and capabilities of the Expent Services may be used in all jurisdictions and You recognize that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local law, and in certain jurisdictions consents may need to be obtained from individuals submitting data via the Expent Services as to the intended purpose, storage, distribution, access and use of the data submitted ("**Local Use Decisions**"). You are responsible for Local Use Decisions and Expent disclaims all liability for Local Use Decisions.
- 14.16. Force Majeure.** Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquakes, fires, floods, pandemics, sanctions, embargoes,



strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("**Force Majeure**"). The affected party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

14.17. Entire Agreement. These Terms together with any Order and exhibits hereto (as well as the Additional Terms specified in Section 14.19 below, which are incorporated by reference) form the entire Agreement between You and Expent regarding the subject matter hereof. It supersedes all prior or contemporaneous negotiations or agreements between the parties regarding its subject matter. Any preprinted terms on any of Your purchase orders will have no effect on the terms of this Agreement and are hereby rejected. There are no third-party beneficiaries to this Agreement. For the avoidance of doubt, unless a User accepts these Terms, such User will not be deemed to be an Authorized User and will not be granted any rights under this Agreement.

14.18. Additional Terms; Order of Precedence. Your use of an applicable Expent Services is subject to the following additional terms, policies, rules, or guidelines (the "**Additional Terms**"): (A) Data Security Policy [Exhibit A]; and (B) Privacy Statement [<https://www.expent.ai/privacy>]. All Additional Terms are incorporated by this reference into, and made a part of, these Terms and form a part of the Agreement. In the event of a conflict between these Terms, any Orders and any Additional Terms, the order of precedence shall be as follows: (i) each Order; (ii) the Additional Terms; and (iii) these Terms.

15. Definitions

15.1. "Account Administrator" means (A) You if You are an individual or (B) a designated employee, consultant or contractor if You are an entity, in each case such individual will have the permission via the Expent Service to add and control access rights for Authorized Users that the Account Administrator designates.

15.2. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

15.3. "Authorized User" means a User that is (A) authorized by the Account Administrator to access and use an applicable Expent Service paid for by You, (B) subject to and bound by these Terms. Authorized Users may be You if You are an individual and may be Your employees, consultants and contractors You have authorized to be Users for Your benefit if You are an entity. You will be responsible for providing notice to, and obtaining agreement from, any such Authorized Users regarding the application of these Terms to their access to and use prior to their access and use.

15.4. "Confidential Information" means information not generally known to the public that is (i) made available or disclosed by a Disclosing Party to a Receiving Party in writing and (ii) designated by the Disclosing Party in the writing as Confidential. Without limiting the foregoing, Expent Confidential Information also includes the non-public aspects of (i) any Expent Service and any related product plans, technology and other technical information and (ii) business negotiations. Notwithstanding anything to the contrary herein, Confidential Information does not include (a) any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party



before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party as shown by the Receiving Party's contemporaneous records; (3) is lawfully received by the Receiving Party from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (4) was independently developed by the Receiving Party without breach of an obligation owed to the Disclosing Party; (b) any of Your Content that You send to, or allow to be accessed by, a third party through an Expent Service; or (c) any Feedback.

- 15.5. "Content"** means any content, including but not limited to, product reviews, evaluations, ratings, votes, stack rankings, documents, annotations, notes and written or electronic works of authorship.
- 15.6. "Documentation"** means the online or printed instructions and instructional, informational, or support documentation Expent provides for use in connection with or regarding an Expent Service, currently made available upon request to support@expent.ai.
- 15.7. "Effective Date"** means: (i) in the case of a free trial, the date on which You sign up to use an Expent Service; (ii) in the case of Your initial purchase of a subscription to an Expent Service via an Order submitted electronically, the date You submit such Order; or (iii) in the case of Your initial purchase of a subscription to an Expent Service other than through an electronic submission (*i.e.*, in writing), the effective date set forth on such Order or, in the absence of such date, the last date on which the Order is signed by a party.
- 15.8. "Expent Service(s)"** means Expent's SaaS-based, vendor management services identified in an Order and any mobile application products or publicly accessible websites provided or made available by Expent.
- 15.9. "Metrics" means** data and other information regarding access to and use of any Expent Services (including Your and Your Authorized Users access and use) as well as other access and use data to third party services You have granted Expent rights to access and view. Metrics includes information regarding usage of features, functions, storage and indexes and information regarding usage, volume, type, storage and processing of Your Content (but not Your Content itself). If Metrics includes any personal information, treatment of such personal information will be pursuant to Expent's Privacy Statement located at [insert hyperlink].
- 15.10. "Professional Services"** means any implementation, configuration, and/or training, services to be provided by Expent to You in connection with Your subscription to an applicable Expent Service pursuant to an Order.
- 15.11. "Terms"** (including "these Terms") means these General Terms of Use and the other terms referenced in these Terms, including the Expent Privacy Statement together with any other applicable terms.
- 15.12. "Third Party Content" means** Content that originates from parties other than Expent or its Users, which is made available in connection with an Expent Service.
- 15.13. "Updates"** means security fixes, hot fixes, patches and other updates (including new features, new functions and other modifications released between Upgrades), if and when made available to You by Expent and determined by Expent to constitute an update.
- 15.14. "Upgrades"** means new versions of an Expent Service, or add-ons to or additional products associated with an Expent Service, if and when made available to You by Expent and determined by Expent to constitute an upgrade.
- 15.15. "User Accounts"** means the password protected account for each subscription and/or for each Authorized User designated by the Account Administrator.



- 15.16. “Vendor(s)”** means third party software (or software as a service) providers with whom You have a current agreement or You are evaluating for purposes of entering into a future agreement.
- 15.17. “Your Content”** means Content submitted or uploaded to any Expent Service by You or Your Authorized Users and Your specific output generated from the use of any Expent Service based on Your own raw data or information (it being understood and agreed that Your Content does not include any data or other information generated by Expent through any automated data analysis, processing or other normal operations of an Expent Service).



Exhibit A Copyright Policy

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Expent Services, you may contact our Designated Agent at the following address: Attn: Copyright Agent Expent Inc; Email: contact@expent.ai. Any notice alleging that materials hosted by or distributed through the Expent Services infringe intellectual property rights must include the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of the material that you claim is infringing and where it is located on the Service;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Repeat Infringers. Expent will promptly terminate the User Accounts of Users that are determined by Expent to be repeat infringers.



Exhibit B Data Security Policy

Expent will exercise diligence efforts to comply with the data security requirements set forth below (the "**Data Security Policy**"), during the term of the Agreement. All terms not defined in this schedule shall have the definitions as set forth in the General Terms of Use.

1. **Customer Data – Protection and Non-Disclosure.** Expent shall safeguard Customer Content and any data or information stored on the Expent Services on Customer's behalf ("**Customer Data**") in accordance with this Data Security Policy (and the confidentiality obligations set forth in the Agreement, as applicable), and will not disclose, transfer or use any such information for any purpose other than as permitted in this Agreement or otherwise to perform its obligations under this Agreement.
2. **System Protection & Recovery.** Expent will protect its servers hosting Customer Data against outages using standard SaaS industry methods designed to prevent outages and minimize impacts during any unavoidable service interruptions, including: (i) instituting UPS protection, automatic backups, and fire suppression protection of its computer systems; and (ii) implementing and regularly testing a disaster recovery or business continuity plan for its facilities where Customer Data is stored.
3. **Data Security.** Expent will maintain the following basic security requirements during the term of the Agreement: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) encrypt all data sent across open networks; (iii) keep security patches up-to-date; (iv) ensure up-to-date anti-virus software is used on all employee laptops; (v) ensure no manufacturer-supplied defaults for system passwords and other security parameters are used; (vi) mandate the use of "strong passwords" for all Expent employees accessing Customer Data in production environments; (vii) regularly test security systems and processes; (viii) maintain a policy that addresses information security for Expent employees and suppliers; (ix) restrict physical access to systems containing Customer Data; (x) restrict remote access to the entire network and employ remote access controls to verify the identity of users connecting; and (xi) protect on-site and off-site backups from unauthorized access during transit and storage.
4. **Secure Data Transmission.** Expent will use the following mechanisms for the protection of Customer Data transmission:
 - (i) XML/HTTP over SSL, with certificate-based authentication utilizing a 2048-bit (or larger) RSA public key, and 128-bit (or stronger) symmetric encryption;
 - (ii) digitally signed and encrypted S/MIME messages over HTTP or SMTP, using certificates with a 2048-bit (or larger) RSA public key, and 128-bit (or stronger) symmetric encryption;
 - (iii) digitally signed and encrypted PGP (Pretty Good Privacy) or GPG (Gnu Privacy Guard) messages over a variety of transports, with 2048-bit (or larger) RSA or DH/DSS public keys, and 128-bit (or stronger) symmetric encryption;
 - (iv) for all message-based encryption schemes employing digital signatures (including PGP and S/MIME), Expent will verify the digital signature of the message and reject messages with invalid signatures; and



- (v) For all encryption schemes employing public key cryptography, Expent will maintain the confidentiality of the private component of the public-private key pair, and will promptly notify Customer in the event that the private key is compromised.

5. Security Incidents.

- 5.1. Security Incident Notification.** Expent will inform Customer within 72 hours of detecting any unauthorized access, collection, acquisition, use, transmission, disclosure, corruption or loss of Customer Data, or breach of any environment: (i) containing Customer Data; or (ii) managed by Expent with controls substantially similar to those protecting Customer Data (each, a ***“Security Incident”***).
- 5.2. Remediation.** Expent will remedy any Security Incident in a timely manner and provide Customer written details regarding Expent’s internal investigation regarding any Security Incident.
- 5.3. Formal Notification.** Other than as required by applicable law, Expent agrees not to notify any regulatory authority, nor any customer, on behalf of Customer unless Customer specifically requests in writing that Expent does so and Customer reserves the right to review and approve the form and content of any notification before it is provided to any party. Expent will cooperate and work together with Customer to formulate and execute a plan to rectify all confirmed Security Incidents.