PRIVILEGED & CONFIDENTIAL

AXIOM INSIGHTS

Terms of Use

March 06, 2025

Thank you for your interest in Axiom Insights, LLC. ("Axiom Insights," "Axiom Terminal", "we," "our," or "us") and our website at https://www.axiominsights.ai, including subdomains of our website (collectively, the "Site"). These Terms of use are a legally binding contract between you and Axiom Insights regarding your use of the Site.

Please read the following terms carefully.

By agreeing to, accessing, or using the Site, you agree that you have read and understood, and, as a condition of your access to or use of the Site, you agree to be bound by the following terms and conditions, including the Privacy Policy (Define Below) (together, the "Terms"). If you are not eligible, or do not agree to the Terms, then you do not have Axiom Insights permission to use the Site. Your use of the Site and our provision of the Site to you constitutes an agreement by Axiom Insights and by you to be bound by these Terms.

1. **Overview.** The Site provides information about Axiom Insights, the Axiom Terminal, and our AI-powered investment research, analytics, and business development platform.

2. **Eligibility.** By accessing or using this Site, you represent and warrant to us that your access to and use of the Site is in compliance with any and all applicable laws and regulations. If you are accessing the Site on behalf of an entity, organization, or company, then:

    a) "you" will refer to that entity, organization, or company, and;
    b) The individual accessing or using this Site on your behalf represents and warrants that they have authority to bind you to these Terms, and you agree to be bound by these Terms.

3. **Licenses**

    A. **Limited License.** Subject to your complete and ongoing compliance with these Terms, Axiom Insights grants you, solely for your personal and or professional use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.

B. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not:

(i) Use the Site for any illegal purpose or in violation of any local, state, national, or international law;
(ii) Infringe, misappropriate, or violate any intellectual property rights in or to the Site, including by reproducing, distributing, publicly displaying, or publicly performing the Site and all Materials (defined below) thereon;
(iii) Make modifications to the Site;
(iv) Interfere with or circumvent any feature of the Site, including any security or access control mechanism, or interfere with a user's enjoyment of the Site;
(v) Reverse engineer or otherwise attempt to discover the source code of the proprietary software powering any portion of the Site;
(vi) Use the Site to develop new products and services (including, without limitation, for developing, training, and fine tuning artificial intelligence and machine learning models) without Axiom Insights's express written permission, or
(vii) Use, or permit or facilitate others to use, the Site by automated electronic processes, "robots," "spiders," "scrapers," "web crawlers," or other computer programs that monitor, copy, or download data or other content found on or accessed through the Site, whether current or archival (except as expressly permitted pursuant to a separate agreement between you and Axiom Insights).

C. **Information You Submit.** Do not submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site ("Feedback"), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant Axiom Insights an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free, transferable, sublicensable, and worldwide right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.

4. **Ownership; Proprietary Rights.** The Site and the Axiom Terminal is owned and operated by Axiom Insights. The visual interfaces, graphics, designs, compilations, data, computer code (including source code or object code), products, software, services, and all other elements of the Site ("Materials") are protected by intellectual property and other laws. All Materials included in the Site are the property of Axiom Insights or its third-party licensors. Except as expressly authorized by Axiom Insights, you may not use the Materials. Axiom Insights reserves all rights to the Materials not granted expressly in these Terms.

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5. **Linked Websites.** The Site may contain links to third-party websites. Third-party websites are not under Axiom Insights's control, and Axiom Insights is not responsible for their content.

6. **Modification of these Terms.** We reserve the right to change these Terms on a going forward and periodic basis and or at any time. You agree to be bound by the most current version of these Terms each time you access or use the Site. Except as expressly permitted in this Section 6, the Terms by which you and we are bound may be amended only by a written agreement signed by authorized representatives of each of you and us. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

7. **Modification of the Site.** Axiom Insights reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. Axiom Insights will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.

8. **Term and Termination.** These Terms are always in effect when you access or use the Site. If you violate any provision of these Terms:

    c) You must immediately cease all use of the Site;
    d) Your rights under these Terms are terminated and you are no longer authorized to access or use the Site; and
    e) All definitions and Sections 3(b), 3(c), and 4 through 12 will survive termination.

9. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify Axiom Insights and its officers, directors, employees, consultants, affiliates, subsidiaries, licensors, suppliers, and agents (herein referred to as the "Axiom's Entities" or "Axiom Entity") from and against every claim brought by a third party against an Axiom Entity, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or related to:

    a) Your unauthorized use of, or misuse of, the Site;
    b) Your violation of any portion of these Terms or any applicable law or regulation;
    c) Your violation of any third-party right, including any intellectual property or other proprietary right or right of publicity, confidentiality, or privacy; or
    d) Any dispute or issue between you and any third party.

    We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification

obligations with respect to that matter), and in that case, you agree to cooperate with our defense of the applicable claims.

10. **Disclaimers; No Warranties**

    1. The Site and all material and content available through the site are provided on a "As is" basis and on a "As available" basis. Axiom Insights disclaims all warranties or any kind, whether expressed or implied, relating to the Site and all materials and content available through the Site, including:

        (i) Any implied warranty or merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; and
        (ii) Any warranty arising out of course of dealing, usage, or trade, Axiom Insights does not warrant that the Site or any portion of the Site, or any materials or content offered through the Site, will be uninterrupted, secure, or free from errors, viruses, or other harmful components, and Axiom Insights does not warrant that any of those issues will be corrected.

    2. No advice or information, whether oral or written, obtained by you from the Site or Axiom Insights's entities, or any materials or content made available through the Site, will create any warrant that is not expressly stated in these Terms or a separate written agreement between you and Axiom Insights. We are not responsible for any damage that may result from the Site or your access to or use of the Site. You understand and agree that you access and use of the Site at your own discretion and risk, and that we are not responsible for any damage to your property (including your computer system, mobile device, or any device used in connection with the Site) or any loss of data.

    3. The limitations, exclusions and disclaimers in this section apply to the fullest extent permitted by law. Axiom Insights does not disclaim any warranty or other right that Axiom Insights is prohibited from disclaiming under applicable law.

11. **Limitation of Liability**

    1. To the fullest extent permitted by law, in no event will the Axiom Entities be liable to you for any indirect, incidental, special, consequential, or punitive damages (including damages for loss or profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use, or your inability to access or use, any portion of the Site, whether based on warranty, contract, tort (including negligence), statue, or any other legal theory, and whether or not any Axiom Entity has been informed of the possibility of damages.

2. To the fullest extent permitted by law, the aggregate liability of the Axiom Entities to you for all claims arising out of or relating to the use of or any inability to access or use any portion of the Site or otherwise under these terms, whether in contract, tort, or otherwise, is limited to $200 USD.

3. Each provision of these Terms that provides for a limitation of liability, disclaimer or warranties, or exclusion of damages is intended to and does not allocate the risk between the parties under these Terms. This allocation is an essential element of the basis of the bargain between the Parties. Each of the provisions is severable and independent of all other provisions of these Terms. The limitation in this section 11 will apply evenly if any limited remedy fails its essential purpose.

12. **Miscellaneous**

1. **General Terms.** These Terms, together with the privacy policy available at: www.axiominsights.ai/privacy-policy (the "Privacy Policy") and any additional terms (defined below), are the entire and exclusive understanding and agreement between you and Axiom Insights regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

2. **Governing Law.** These Terms are governed by the laws of the State of Delaware without regard to conflict of law principles that would result in the application of the laws of another jurisdiction. You and Axiom Insights submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the State of Delaware, for resolution of any lawsuit or court proceeding permitted under these Terms.

3. **Privacy Policy.** Please read the Privacy Policy carefully for information relating to our collection, use, storage, and disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

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4. **Additional Terms.** Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site or that you agree to in connection with certain technology or services made available to you by or on behalf of Axiom Insights (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

5. **Email.** We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions contained in the promotional email.

6. **Contact Information.** The Site is offered by Axiom Insights, LLC. located at 651 W Washington Blvd, Chicago, Illinois 60661. You may contact us by sending correspondence to that address or by emailing us at info@axiominsights.ai.

7. **Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.

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