

EXA CONNECT TERMS OF SERVICE

These Exa Connect Terms of Service (these “**Marketplace Terms**”) govern your participation in Exa Labs Inc.’s (“**Company**”, “**we**” or “**us**”) Exa Connect program (“**Exa Connect**”) as either a “**Provider**” or “**Customer**” as defined below.

Exa Connect allows providers to make available certain data, datasets, content or information (“**Providers**” and such data, the “**Provider Data**”) to customers who purchase rights to access and use such data (“**Customer**”), including for integration with and distribution through the Company’s AI-powered search platform and related services (collectively, the “**Company Services**”). For purposes of these Marketplace Terms, “**you**” and “**your**” means you as a Provider or Customer, as applicable. If you participate in Exa Connect on behalf of a company or other business entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Marketplace Terms, and (b) you agree to these Marketplace Terms on the entity’s behalf.

These Marketplace Terms incorporate by reference the Exa.ai Terms of Service set forth at https://exa.ai/assets/Exa_Labs_Terms_of_Service.pdf (“**Service Terms**”), provided that in the event of a conflict between these Marketplace Terms and the Service Terms, these Marketplace Terms will supersede and control as to your use of Exa Connect.

Please read these Marketplace Terms carefully, as they include important information about your legal rights. By submitting or purchasing Provider Data or by clicking to accept these Marketplace Terms, you are agreeing to these Marketplace Terms. If you do not understand or agree to these Marketplace Terms, please do not participate in Exa Connect.

1. DEFINITIONS. Capitalized terms used in these Marketplace Terms but not otherwise defined will have the meaning either set forth in the Service Terms or the meanings set forth below:

- 1.1. “**Customer Data**” means any data or information that Customer submits to the Company Services, including queries, prompts, and other inputs (and any Personal Data contained therein).
- 1.2. “**Documentation**” means the technical documentation, specifications, formatting requirements, integration guidelines, and other materials maintained by the Company at such location as the Company may designate from time to time, setting forth the requirements and procedures for the submission, formatting, and integration of Provider Data with the Company Services.
- 1.3. “**Effective Date**” means the date on which Provider first submits Provider Data to the Company, or when Customer first purchases Provider Data via Exa Connect, or you otherwise indicate your acceptance of these Marketplace Terms, whichever is earlier.
- 1.4. “**Enriched Results**” means any search result, response, answer, or other output generated by the Company Services that incorporates, references or is informed by Provider Data.
- 1.5. “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, trade secret rights, know-how, data and database rights and other similar intellectual property rights of any type, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- 1.6. “**Listing Information**” means the metadata, descriptions, titles, categorizations, branding, logos, and other information Provider provides to the Company in connection with the display or identification of Provider Data within the Company Services.
- 1.7. “**Personal Data**” means any data or information that constitutes “personally identifiable information,” “personal data,” “personal information,” or any similar term under applicable privacy laws or regulations.
- 1.8. “**Provider Marks**” means a Provider’s trademarks, service marks, trade names, logos, and other brand identifiers that Provider provides to the Company for use in connection with Exa Connect.

2. EXA CONNECT

- 2.1. Exa Connect Description. Exa Connect enables Providers to offer, license, sell and make Provider Data available to Customers, and for Customers to purchase Provider Data including to purchase the right to direct Company to incorporate Provider Data into Enriched Results for such Customers in a manner that is designed to enhance the quality, accuracy, and comprehensiveness of search results delivered to Customer.
- 2.2. Integration and Display. The Listing Information and the manner in which Provider Data is displayed, referenced, or otherwise made available through Exa Connect shall be determined by the Provider in its sole discretion. Providers are

solely responsible for the accuracy, completeness, legality, and quality of all Provider Data and Listing Information they submit. Once Provider Data is purchased for use with the Company Services, the Company reserves the right to modify, reformat, summarize, excerpt, or otherwise adapt Provider Data and Listing Information as reasonably necessary to integrate it with the Company Services.

- 2.3. Support. The availability of any Provider Data in Exa Connect does not imply the Company's endorsement of such Provider Data or any affiliation with the Provider of such Provider Data. The Company makes no representations as to the Provider Data's completeness, accuracy, reliability, validity, availability, security, or timeliness. Unless otherwise provided by these Marketplace Terms, the Provider will be solely responsible for addressing any inquiries, requests, complaints, disputes, claims, or support or maintenance matters, including those related to quality, content, errors, or refunds, relating to its Provider Data. Any such inquiries, requests, complaints, claims, or support or maintenance matters should be directed to the applicable Provider. The Company shall not be responsible for evaluating, investigating, or resolving any dispute between Provider and any Customer. Customer acknowledges and agrees that, at the Company's sole discretion, the Company may assist in resolving any dispute between Customer and any Provider. Customer further agrees that any claim or dispute regarding a Provider's Provider Data or other services must be raised directly with such Provider, and Customer hereby releases the Company Entities from any claims, damages, obligations, losses, liabilities, and expenses arising out of or related thereto.
- 2.4. Provider Data Terms. Each Provider shall be responsible for providing Customer with terms of use that govern Customer's use of Provider Data made available through Exa Connect (the "**Provider Data Terms**"). Providers are solely responsible for the content and enforcement of the Provider Data Terms, and the Company shall have no obligation to monitor or enforce compliance by Customer with the Provider Data Terms. Additionally, the Provider Data Terms must not conflict with any of the Company's policies or applicable terms of service. Customer acknowledges and agrees that (a) to the extent that Customer's authorized users accept a Provider's Provider Data Terms within Exa Connect, such acceptance shall be binding on Customer; (b) Company does not guarantee that any attempts by Customer to purchase Provider Data will be accepted or approved by any Provider; and (c) Company (i) is not a party to any such Provider Data Terms, (ii) is not responsible for the delivery of any Provider Data, and (iii) disclaims all responsibility and liability arising from or related to such Provider Data Terms.
- 2.5. Modification of Exa Connect. The Company reserves the right to modify, suspend, or discontinue Exa Connect (or any part thereof) at any time, with or without notice. In the event of a material modification to Exa Connect that adversely affects your rights under these Marketplace Terms, the Company will use reasonable efforts to provide you with thirty (30) days' advance notice. However, it is your sole responsibility to review these Marketplace Terms from time to time to view any such changes.
- 2.6. No Obligation by Company to List or Use. Provider acknowledges and agrees that the Company is under no obligation to integrate, display, reference, or otherwise use any Provider Data or Listing Information in connection with the Company Services. The Company may, in its sole discretion, decline to list, offer, make available, use or integrate any Provider Data or Listing Information at any time, including where Company identifies any quality, accuracy, compliance, or other issue with such Provider Data or Listing Information; provided that Company will work in good faith with Provider to resolve any such issue, and will provide Provider with reasonable advance notice before removing previously-listed Provider Data where practicable under the circumstances.
- 2.7. Access to Provider Data. Customer acknowledges and agrees that Company may limit, suspend, or terminate Customer's abilities to access or use Exa Connect; and Providers may at any time stop offering their Provider Data via Exa Connect, subject to the terms applicable to the Provider in these Marketplace Terms and the Provider Data Terms, and any other existing obligations between Customer and the Provider; in each case without liability to Company.
- 2.8. Listing Changes. Provider may request changes to its Listing Information by submitting such request to Company with at least one (1) week's advance notice of the desired effective date. Company will use good faith efforts to accommodate any such requested changes; provided that whether, and when, to implement any such requested change shall be in Company's sole discretion.

3. ACCOUNTS AND FEES

- 3.1. Account. To participate in Exa Connect, you must create a Provider account or Customer account or otherwise register as directed by the Company ("**Marketplace Account**"). You agree to provide accurate, complete, and updated information for your Marketplace Account. You are solely responsible for maintaining the confidentiality and security of your Marketplace Account credentials. You must immediately notify the Company at data-partners@exa.ai if you know or have any reason to suspect that your Marketplace Account has been compromised or subject to unauthorized access.

- 3.2. **Billing.** By selling or purchasing Provider Data via Exa Connect, you authorize the Company's or its bank, payment service provider or payment processor (individually and collectively, as applicable, the "**Payment Processor**") to manage and process billing for Customer's use of the Provider Data via the Company Services, and subsequent payment to Provider for its applicable portion of fees collected from Customer. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Marketplace Terms (the "**Payment Processor Terms**"). Currently, we use Stripe, Inc. as our Payment Processor. You can access Stripe's Terms of Service at <https://stripe.com/legal/consumer> and their Privacy Policy at <https://stripe.com/privacy>. We are not responsible for any error by, or other acts or omissions of, the Payment Processor.
- 3.3. **Payments to Provider.** You agree that the Company is not a party to any such purchase or sale of Provider Data via the Marketplace, as such transactions are solely between the applicable Provider and Customer. In the event of any dispute regarding amounts due by a Customer to a Provider for Provider Data, Customer agrees to raise such disputes directly with the Provider and Customer hereby releases Company and its affiliates from any claims, damages, obligations, losses, liabilities, and expenses arising therefrom. The Payment Processor is responsible for payment to Provider of its fees collected from Customer in connection with Provider Data used, incorporated or referenced by the Customer via the Company Services, including in any Enriched Results through the Company Services, subject to the terms of the Payment Processor Terms (the "**Provider Payment**"). The amount of the Provider Payment, including any calculation methodology applicable to Provider Payments that accrue as a result of an Enriched Result, shall be as mutually agreed by Company and Provider in writing from time to time (including via an applicable order form or other written agreement between the parties). To the extent the Company accepts or processes funds on behalf of the Provider in connection with a purchase the Customer makes from the Provider using Exa Connect, the Provider designates the Company and the Payment Processor as the payment collection agent of the Provider, and that upon the Company's or the Payment Processor's receipt of funds from the Customer for such purchase, the Customer's obligation to the Provider ceases with respect to the amount of funds the Company receives from the Customer.
- 3.4. **Payment Terms.** The payment structure and payment terms applicable to Provider Payments, including the timing, frequency, and method of payment, shall be as mutually agreed by Company and Provider in writing (including via an applicable order form or other written agreement between the parties).
- 3.5. **Taxes.** Each party shall be responsible for its own taxes arising from or related to its participation in Exa Connect, except as otherwise set forth in this Section 3.5. The Company may deduct or withhold any taxes that it is legally required to deduct or withhold from any Provider Payments, and shall provide Provider with documentation of any such withholding as required by applicable law. You are solely responsible for any taxes imposed on the Provider Payments, and you shall provide the Company with any tax forms or documentation reasonably requested by the Company to comply with applicable tax reporting obligations.

4. USE AS A PROVIDER. If you are using Exa Connect as a Provider, the following provisions will apply:

- 4.1. **Ownership of Provider Data.** As between the parties, Provider retains all right, title, and interest in and to Provider Data, including all Intellectual Property Rights therein. Nothing in these Marketplace Terms shall be construed as transferring ownership of Provider Data to the Company, except for the limited licenses expressly granted herein.
- 4.2. **License to Provider Data.** Provider hereby grants to the Company a non-exclusive, worldwide, royalty-free (subject to payment of any applicable Provider Payment) right to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, modify, reformat, excerpt, summarize, and create derivative works of their Provider Data as needed to (a) provide, operate, maintain, and improve the Company Services, including to generate Enriched Result, and (b) make Provider Data available to applicable Customers through the Company Services.
- 4.3. **License to Listing Information and Provider Marks.** Provider hereby grants to the Company a non-exclusive, worldwide, royalty-free right and license to use, reproduce, display, and publish Listing Information and Provider Marks in connection with the marketing, promotion, and operation of the Company Services and Exa Connect, including on the Company's website and in marketing materials. The Company shall cease use of Provider Marks upon termination of these Marketplace Terms or upon your written request, subject to a commercially reasonable wind-down period.
- 4.4. **License to Company Technology.** Subject to these Marketplace Terms, the Company hereby grants to Provider a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use any tools, dashboards, APIs, or other technology that the Company makes available to Provider solely for the purpose of submitting, managing, and monitoring Provider Data in connection with Exa Connect, in each case in accordance with the Documentation.
- 4.5. **Data Specifications.** Provider represents and warrants that: (a) Provider Data conforms with all specifications and Documentation provided by Company to Provider; (b) Provider Data is and shall remain accurate, complete, and not misleading in any material respect; (c) Provider Data does not contain any viruses, malware, or other harmful code; (d) Provider Data does not include data or content that is unlawful, defamatory, obscene, harassing, hateful, or otherwise

objectionable; and (e) Provider shall promptly correct any material errors or inaccuracies in Provider Data upon becoming aware of the same.

- 4.6. Rights in Provider Data. Provider represents and warrants that (a) Provider has and will maintain all rights, licenses, consents, permissions, and authority necessary to submit Provider Data to the Company and to grant the licenses set forth in Section 4.2; (b) the provision and use of Provider Data as contemplated by these Marketplace Terms will not infringe, misappropriate, or violate the Intellectual Property Rights or other rights of any third party or breach any obligation of confidentiality, contractual restriction, or other legal obligation owed to any third party.
- 4.7. Customer Data Restrictions. Provider shall process Customer Data and any other data or information received from or through the Company solely to the extent necessary to offer, license, sell and make Provider Data available to Customers and to fulfill Provider's obligations under these Marketplace Terms. Without limiting the foregoing, Provider shall not process Customer Data or any data received from or through the Company for advertising, marketing or any other purposes unrelated to Exa Connect, and shall not retain any such data longer than necessary to fulfill its obligations under these Marketplace Terms, except as required by applicable law. Notwithstanding the foregoing, Company may disclose to Provider the name and domain of a Customer that has accessed Provider's Provider Data (excluding any Personal Data), and Provider shall not disclose such information to other parties.
- 4.8. Personal Data in Customer Data. Provider shall, including in accordance with the requirements of applicable laws, provide a public-facing privacy notice that addresses the processing of Personal Data received through the Services and make such notice readily available to Customer's authorized users (including via a link in the Provider Data Terms). Provider shall process Personal Data received through the Services only in accordance with such privacy notice, these Marketplace Terms, and applicable laws, and its privacy notice shall not supersede, modify or be inconsistent with these Marketplace Terms or any other terms applicable to Customer Data. Provider shall not "sell" or "share" Personal Data received through the Services nor process such Personal Data in a manner that could cause any exchange of such Personal Data to qualify as a "sale" or "share" (as such terms are defined under privacy laws). Provider shall keep such Personal Data secure, using industry-standard or better measures.
- 4.9. Personal Data in Provider Data. Provider Data shall not include any Personal Data. However, to the extent that Provider Data includes any Personal Data, Provider represents and warrants that (a) Provider has collected, processed, and made available such Personal Data in compliance with all applicable data protection laws, including obtaining any required consents and (b) the Provider Data does not include information that Provider knows or reasonably should know is about minors under the age of 18 years old, includes sensitive data, or was obtained through deceptive practices, unauthorized access, or in violation of any applicable laws or terms of service.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. Compliance with Laws. You shall comply with all applicable laws, rules, and regulations in connection with your participation in Exa Connect and provision of Provider Data (as applicable), including, without limitation, all applicable data protection, privacy, intellectual property and export control laws.
- 5.2. No Interference. You shall not: (a) interfere with or disrupt the operation of the Company Services or Exa Connect; (b) attempt to gain unauthorized access to any systems or networks connected to the Company Services or Exa Connect; (c) use Exa Connect to transmit any malicious code or unlawful materials; or (d) engage in any activity that could damage, disable, or impair the Company Services or Exa Connect.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

- 6.1. Ownership of the Services. The Company retains all right, title, and interest in and to the Company Services, including all proprietary content, information, algorithms, models, and other materials, and all Intellectual Property Rights therein. Nothing in these Marketplace Terms shall be construed as granting you any rights of ownership in or to the Company Services, Exa Connect or any Company technology.
- 6.2. Enriched Results. As between the parties, the Company shall own all right, title, and interest in and to the Enriched Results, including all processing, improvements, summaries and other data generated by the Company Services, exclusive of Provider Data. To the extent Provider retains any rights in any Enriched Results, Provider grants Company a non-exclusive, perpetual, irrevocable, fully paid-up license to use the Enriched Results to operate and improve the Company Services. For the avoidance of doubt, (a) Provider's ownership of Provider Data (and the underlying facts, information, and content contained therein) is not affected by this Section 6.2, and (b) nothing in this Section 6.2 grants Company any right to use or disclose Provider Data itself, or any of Provider's Confidential Information, outside the licenses expressly granted in Section 4.2.

- 6.3. Feedback. The Company welcomes feedback, comments, and suggestions for improvements to Exa Connect and the Company Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Company Services, Exa Connect or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, all Intellectual Property Rights) that you may have in and to any and all Feedback.

7. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 7.1. Disclaimers. THE COMPANY SERVICES AND EXA CONNECT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS (THE “**COMPANY ENTITIES**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR: (I) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE COMPANY SERVICES OR EXA CONNECT; (II) WHETHER THE COMPANY SERVICES OR EXA CONNECT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; (III) THE MANNER IN WHICH PROVIDER DATA WILL BE INTEGRATED, USED, DISPLAYED, OR MADE AVAILABLE THROUGH THE COMPANY SERVICES OR EXA CONNECT; AND (IV) THE VOLUME OF END USERS WHO WILL ACCESS OR USE PROVIDER DATA THROUGH THE COMPANY SERVICES OR EXA CONNECT. THE COMPANY DOES NOT GUARANTEE ANY MINIMUM LEVEL OF USAGE OR DISTRIBUTION OF PROVIDER DATA.
- 7.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, NEITHER PARTY (INCLUDING, WITH RESPECT TO COMPANY, THE COMPANY ENTITIES) WILL BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS, THE COMPANY SERVICES OR EXA CONNECT), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE MARKETPLACE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE COMPANY SERVICES, EXA CONNECT, OR THESE MARKETPLACE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR (A) EACH PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.3, 7.4 OR 7.5, WHICH SHALL INSTEAD BE SUBJECT TO THE CAP SET FORTH BELOW, AND (B) A PARTY’S LIABILITY ARISING FROM ITS GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, WHICH SHALL NOT BE SUBJECT TO ANY CAP UNDER THIS SECTION 7.2, EACH PARTY’S TOTAL AGGREGATE LIABILITY (INCLUDING, WITH RESPECT TO COMPANY, THE LIABILITY OF ALL COMPANY ENTITIES COLLECTIVELY) ARISING OUT OF OR RELATED TO THESE MARKETPLACE TERMS SHALL NOT EXCEED AN AMOUNT EQUAL TO TWO (2) TIMES THE APPLICABLE FEES. EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.3, 7.4 OR 7.5 SHALL NOT EXCEED AN AMOUNT EQUAL TO THREE (3) TIMES THE APPLICABLE FEES. FOR PURPOSES OF THIS SECTION 7.2, “APPLICABLE FEES” MEANS THE TOTAL FEES PAID OR PAYABLE UNDER THESE MARKETPLACE TERMS WITH RESPECT TO THE PROVIDER DATA GIVING RISE TO THE APPLICABLE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- 7.3. Indemnification by Provider. Provider shall defend, indemnify and hold the Company Entities harmless from and against any third-party claims, damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or in connection with: (i) the Provider Data (including any claim that the Provider Data, or Company’s permitted use thereof, infringes any third party’s Intellectual Property Rights or violates any data protection, privacy, or data collection law); (ii) Provider’s breach of its representations, warranties, or obligations hereunder; or (iii) Provider’s negligence, fraud, or willful misconduct; except, in each case, to the extent caused by Company’s gross negligence or willful misconduct.
- 7.4. Indemnification by Customer. Customer shall defend, indemnify and hold the Company Entities harmless from and against any third-party claims, damages, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or in connection with Customer’s use of any Provider Data, except to the extent caused by Company’s gross negligence or willful misconduct.

- 7.5. Indemnification by Company. Company shall defend, indemnify and hold Provider and Customer harmless from and against any third-party claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim that Exa Connect (excluding the Company Services generally, any Enriched Results, and the Provider Data, Customer Data, Listing Information, or Provider Marks) infringes any third party's Intellectual Property Rights, or Company's gross negligence, fraud, or willful misconduct; except, in each case, to the extent caused by Provider's or Customer's breach of these Marketplace Terms.
- 7.6. Indemnification Procedures. The indemnifying party's obligations under this Section 7 are conditioned on the indemnified party (i) promptly notifying the indemnifying party of the claim, (ii) giving the indemnifying party control of its defense and settlement, and (iii) providing reasonable cooperation, in each case at the indemnifying party's expense; provided that the indemnifying party shall not settle any claim in a manner that admits fault by, or imposes any non-monetary obligation on, the indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld.

8. TERM AND TERMINATION

- 8.1. Term. These Marketplace Terms are effective as of the Effective Date and shall continue in effect until terminated by either party as provided herein.
- 8.2. Termination for Convenience. Either party may terminate these Marketplace Terms for convenience at any time by providing sixty (60) days' advance written notice to the other party, provided that if Provider terminates for convenience, Provider shall continue to make the Provider Data available to Customers in accordance with these Marketplace Terms and the applicable Provider Data Terms throughout such notice period.
- 8.3. Termination for Cause. Either party may terminate these Marketplace Terms immediately upon written notice if the other party: (a) fails to cure any material breach of these Marketplace Terms within thirty (30) days after receiving written notice of such breach; or (b) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days.
- 8.4. Effect of Termination. Upon termination or expiration of these Marketplace Terms: (a) all licenses granted by you to the Company under these Marketplace Terms shall terminate, except as set forth in Section 8.5; (b) the Company shall remove or disable Customer access to Provider Data via Exa Connect; and (c) the Company shall pay Provider any accrued but unpaid Provider Payment amounts within thirty (30) days following the effective date of termination.
- 8.5. Survival. Sections 1, 2.3, 3.3 – 3.5, 4.1, 6, 7.2 – 7.6, 8.4, 8.5, and 9.1 – 9.4, together with all other provisions of these Marketplace Terms that may reasonably be interpreted or construed as surviving termination, shall survive the expiration or termination of these Marketplace Terms.

9. ADDITIONAL PROVISIONS

- 9.1. Governing Law. These Marketplace Terms and all matters arising out of or relating to these Marketplace Terms shall be governed by the internal laws of the State of California without giving effect to any choice of law rule. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in connection with any claim, action, suit, or proceeding relating to these Marketplace Terms, except that either party may seek injunctive, equitable or similar relief from any court of competent jurisdiction.
- 9.2. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Marketplace Terms, for any failure or delay in fulfilling or performing any of our obligations under these Marketplace Terms or in providing access to the Company Services or Exa Connect, when and to the extent such failure or delay is caused by or results from any events beyond the Company's ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 9.3. Injunctive Relief. Each party acknowledges and agrees that a breach or threatened breach of any covenant contained in these Marketplace Terms would cause irreparable injury, that money damages would be an inadequate remedy and that either party shall be entitled to seek temporary and permanent injunctive relief, without the posting of any bond or other security, to restrain the other party from such breach or threatened breach. Nothing in this Section 9.3 shall be construed as preventing either party from pursuing any and all remedies available to it, including the recovery of money damages.

- 9.4. Export Laws. You agree that you will not export or re-export, directly or indirectly, any Provider Data or other information or materials provided in connection with Exa Connect, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval.
- 9.5. Independent Parties; No Third-Party Beneficiaries. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in these Marketplace Terms shall constitute one party as an employee, agent, joint venture partner or servant of another. These Marketplace Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Marketplace Terms.
- 9.6. Assignment. These Marketplace Terms may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. Notwithstanding the foregoing, either party may assign these Marketplace Terms in their entirety to an entity acquiring all or substantially all of its assets or business, whether by sale of assets, sale of stock, merger, or otherwise. Any purported assignment, transfer or delegation by you shall otherwise be null and void. Subject to the foregoing, these Marketplace Terms shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 9.7. Miscellaneous. If any provision of these Marketplace Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Marketplace Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. These Marketplace Terms constitute the final, complete, and exclusive agreement between the parties relating to Exa Connect and supersede all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.
- 9.8. How to Contact Us. You may contact us regarding Exa Connect or these Marketplace Terms by e-mail at data-partners@exa.ai.