

## **apexanalytix CONDUCTOR END-USER SERVICE AGREEMENT**

This End-User Service Agreement (“Agreement”) governs access to and use of the APEX Analytix, LLC software, website, applications, application plug-ins, solutions, application programming interfaces (“APIs”), mobile applications, and other services provided by us to you in association with apexanalytix Conductor™ (collectively, the “Services”).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY, YOUR OBLIGATION NOT TO UPLOAD ANY PERSONAL DATA WITHOUT THE DATA SUBJECT’S PRIOR WRITTEN CONSENT, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW AND WHERE DISPUTES WILL BE RESOLVED.

### **Acceptance of Terms; Eligibility**

By clicking a box indicating acceptance or using the Services, you are signifying that you have read, understand, and agree to be bound by the Agreement (whether on behalf of yourself or any legal entity you represent). You also agree to comply with all applicable laws and regulations and all rules and restrictions posted on the Service. You agree that you are at least 18 years old and legally can enter into a contract.

If you enter into the Agreement on behalf of an organization or entity, you represent and warrant that you are authorized to bind the organization or entity (and its affiliates or subsidiaries if applicable) to the terms of this Agreement, in which case, the references to “you” and “your” in this Agreement refer to that organization or entity. If you do not have such authority or disagree with the terms of the Agreement, you must cease using the Services immediately.

### **Definitions**

“Authorized User” refers to your personnel employed, retained, or contracted (by you) with access to the Services.

“APEX,” “we,” or “us” refers to APEX Analytix, LLC and its Affiliates and subsidiaries.

“Applicable Data Protection Law(s)” refers to all applicable laws and regulations regarding processing Personal Data in connection with this Agreement. These applicable laws and regulations may include: (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (“GDPR”), as amended and supplemented, as the case may be, by the relevant EU Member States laws and regulations in which the Customer directly or indirectly operates; (ii) the UK Data Protection Act 2018 and the UK General Data Protection Regulation (“UK GDPR”); (iii) the Australian Privacy Act 1988 and National Privacy Principles; (iv) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any related regulations or guidance (collectively, the “CCPA”); (v) the Canadian Personal Information Protection and Electronic Documents Act (the “PIPEDA”); and (vi) any other international, federal, state, provincial, and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective.

“Confidential Information” refers to (a) nonpublic confidential, proprietary, or trade secret information, including without limitation technical, business, or financial information that the disclosing party designates as being confidential or (b) nonpublic information which, given the nature of the disclosure or the circumstances surrounding disclosure, the receiving party should treat as confidential.

“Content” refers to the data you or your Authorized Users provide to APEX through the Services.

“Documentation” means the current electronic user manuals, operating manuals, and other materials that describe the functionality, components, technical requirements, and features of our Services as generally made available to our customers.

“Personal Data” refers to any information that APEX processes which (i) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in APEX’s possession or control, or (ii) the Applicable Data Protection Law otherwise defines as protected personal data or personal information.

“Third-Party Data” or “Third-Party Database” means data or databases provided through the Service from third-party licensors, providers, government agencies, foreign country commissions, and global cooperatives.

## **APEX Account**

When you create an account to use or access the Service, you must provide complete and accurate information as requested on the registration form and maintain and update such information to keep it current and correct. You will also be required to provide a username and password. You are responsible for maintaining your password’s confidentiality and all activities (whether by you or your Authorized Users) occurring under your password or account. You may not use a third party’s account, username, or password at any time, and you will not allow anyone other than Authorized Users to access or use the Service from your account. You agree to notify APEX immediately of unauthorized use of your account, username, or password. APEX shall not be liable for any losses you incur due to someone else’s use of your account or password, either with or without your knowledge. You may be liable for any losses incurred by APEX, our Affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your account or password.

You will promptly notify APEX of any suspected violation of this Agreement by an Authorized User, and you will reasonably cooperate with APEX to address the alleged violation. APEX may suspend or terminate any Authorized User’s access to the Service upon notice to you if APEX reasonably determines that such Authorized User violated this Agreement.

## **Acceptable Use**

APEX shall make the Service available to you for the term associated with the subscription type purchased to remotely access and use the Services solely to process Content for your internal business purposes, including commercial services, and by and subject to the terms of this Agreement and any associated Documentation that may be provided for the Service.

You may not

1. use the Services in a manner that is prohibited by any law or regulation or to facilitate the violation of any law or regulation, including without limitation those about privacy, data protection, and export control;
2. reverse-engineer, disassemble, decode, decompile, adapt, or otherwise derive or gain access to the source code or other trade secrets of the Service or any software or other technology used to provide the Service;
3. copy, modify, or create derivative works of or to the Service, or access the Service to build a competitive product or service, or copy its features or user interface;
4. give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer, or distribute any portion of the Service to any third party;
5. use the Services in a manner that infringes or violates the intellectual property or proprietary rights of APEX or any third party, including rights of privacy and publicity;
6. remove, alter, or conceal any copyright notices, proprietary notices, trademarks, or other notices or marks that may appear on the Service or Documentation or any reports generated by the Service, including any attribution that third-party owners or licensors may require;
7. modify, alter, or translate any portion of the Services without APEX’s prior written consent;
8. violate or tamper with the security of the Service, any APEX systems, or networks connected to any APEX systems through hacking, password mining, social engineering, or any other means;
9. use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code, or any other device, program, tool, algorithm, process, or methodology to process having similar functionality, to access, acquire, copy or monitor any portion of the Services; or,

10. use the Services with any machine learning, neural network, deep learning, predictive analytics, or other artificial intelligence computer or software program.

If APEX has reasonable grounds to believe that you are utilizing the Services for any illegal or disruptive purpose or violating any of the acceptable use provisions, then APEX may suspend the Services immediately with or without notice to you. APEX may terminate the Agreement if you fail to adhere to the acceptable use standards.

### **Your Responsibilities**

You shall be responsible for the following: (i) procuring, maintaining, and supporting all your systems and other products and services required to access and use the Services; (ii) the compatibility of your system and other software used with the Services; (iii) your Authorized Users' compliance with the terms of this Agreement; (iv) providing and maintaining back-up and disaster recovery procedures and facilities in connection with your system(s) used to access and use the Services; and (v) the accuracy, quality, integrity, and legality of all Content transmitted by you when using the Services. APEX makes no representations, warranties, or assurances that your system will be compatible with the Services.

### **Fees and Payment**

The paid version of our Services, offered on a periodic subscription basis, requires advance payment and is nonrefundable.

All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "Taxes"). You are responsible for and bear Taxes associated with the purchase of, payment for, access to, or use of the Services. Each party is responsible for and shall bear Taxes imposed on its net income. The purpose of this subsection is to preserve the payments to us from being reduced because of withholding taxes, duties, and other taxes and assessments that may be imposed by a jurisdiction in which you operate or are otherwise subject to taxation.

In the future, we reserve the right to change prices or institute new charges upon notice to you, which may be emailed or posted on the Service. Upon such notification, your continued use of the Service constitutes your acceptance of any new or increased charges.

### **Renewal and Cancellation**

Except for free subscriptions, paid subscriptions will automatically renew at the end of the applicable subscription period unless you cancel your subscription before the end of the then-current subscription period. Details for canceling a subscription are available within the Service. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the free version of the Service. We do not provide refunds or credits for any partial subscription periods.

### **Intellectual Property Rights**

Subject to the limited rights expressly granted in this Agreement, APEX (and as may be applicable, its providers and licensors) reserves, retains and owns all rights, title, and interest in and associated with the Services, including all Intellectual Property Rights, without limitation. "Intellectual Property Rights" shall include but not be limited to patents, trademarks, copyrights, trade secrets, design rights, database rights, service marks, know-how, and any other intellectual property or proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing, and any right to file any such application, which may exist anywhere in the world, as well as all derivative works, improvements, upgrades, enhancements, modifications or translations of the foregoing. You acknowledge and agree that you have not and will not obtain any rights or license hereunder except as expressly set forth or granted herein. All present and future Intellectual Property Rights, including rights in and to all applications and registrations relating to the Service, shall between you and us, at all times, remain the sole and exclusive property of APEX (and as may be applicable, its providers and licensors).

The trademarks, logos, taglines, and service marks displayed on the Service (collectively, the "Trademarks") are registered and unregistered Trademarks of APEX and others. The Trademarks may not be used without our prior express written permission. We acknowledge the Trademarks of other organizations for their respective products or services mentioned on

or incorporated within the Service. Other than as provided in this Agreement, your use of the Trademarks or any other content is strictly prohibited.

When you provide suggestions, enhancement requests, recommendations, or other feedback relating to the operation of the Services ("Feedback"), you: (1) grant APEX a royalty-free, fully-paid, sublicensable, transferable, worldwide, irrevocable, perpetual right and license to use, make, sell, offer for sale, import, incorporate or otherwise exploit these ideas into the Services, without restriction, (2) agree that your Feedback will not violate any right of a third party, including intellectual property or other personal or proprietary rights, (3) will not contain any libelous or unlawful material.

Any software, reports, or other materials available for downloading through the Service ("Materials") are the copyrighted work of APEX and its third-party providers and licensors. Use of these Materials is limited to your internal business use and is subject to the terms of this Agreement. Unauthorized reproduction or distribution of the Materials is expressly prohibited by law and may result in civil and criminal penalties. Violators may be prosecuted.

APEX owns all Intellectual Property Rights in and to (i) the Service and its underlying technology, software, databases, and analytics; (ii) any Materials provided in association with the Service; (iii) the Trademarks; (iv) the Documentation; (v) Feedback; and (vi) any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived of, originated or prepared in connection with the Services or related to the provision of the Services.

### **Digital Millennium Copyright Act**

We respect the intellectual property rights of others. Please notify our Designated Copyright Agent if you believe our Service has infringed your copyright. The notice should be sent to 1501 Highwoods Blvd, Suite 200, Greensboro, NC 27410, Attn: Legal Department, with a copy via email to [contractnotice@apexanalytix.com](mailto:contractnotice@apexanalytix.com). The notice should include: (1) identification of the copyrighted work; (2) identification of the infringing material; (3) your contact information; (4) a statement that you believe the copyright owner does not authorize the use of the copyrighted material; (5) a statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to make it. We will take appropriate action upon receiving valid notice, including removing or disabling access to the allegedly infringing material.

### **Third-Party Data and Databases**

The Service may contain links to external websites or other means of access to Third-Party Data or Third-Party Database(s). APEX is not responsible for and expressly disclaims any liability or obligation for the information, content, availability, or performance of any Third-Party Data or Third-Party Database. APEX may lose access to specific Third-Party Data during the term. APEX does not represent or warrant in any manner that the Third-Party Data is accurate, current, complete, or complies with laws, rules, and/or regulations of the jurisdiction in which the Third-Party Data is used or that it is suitable for your purposes.

### **Representations, Covenants, and Warranties**

You hereby represent and warrant to APEX that: (a) you have all requisite rights and authority to use the Service under this Agreement and to grant all applicable rights herein; (b) you are, at minimum, the age of majority in your jurisdiction of residence and you are an individual who is capable of forming legally binding contracts under applicable law on behalf of yourself, and if applicable, the entity you represent; (c) you are responsible for all use of the Service associated with its Account; (d) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (e) you agree to immediately notify APEX of any unauthorized use of your Account of which you become aware; (f) you agree that APEX will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (g) you will use the Service for lawful purposes only and subject to this Agreement and all applicable laws, regulations, and policies; (h) any information or Content you submit to APEX is true, accurate, and correct; (i) if you are not the owner of the Content that is being provided, you have the full consent of the owner to agree to the terms of this Agreement on their behalf and that you have fully informed the owner of these terms and their effect on the owner, and you have their consent to provide the Content; (j) you will not attempt to gain unauthorized access to the Service, other accounts of the Service not purchased by you, computer systems, or networks under the control or responsibility of APEX through hacking, cracking, password mining, or any other unauthorized means; and (k) your use of

the Services and APEX's processing of Content (including any Personal Data contained therein) will not violate the rights of any third party or any Applicable Data Protection Laws.

Each Party represents and warrants that no consent, approval, authorization, designation, declaration, or filing with any governmental authority is required concerning the valid execution, delivery, and performance of this Agreement.

Each Party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement, including copyright, privacy, data protection, and communications decency laws.

EXCEPT AS OUTLINED IN THIS SECTION, APEX, ITS AFFILIATES, RESELLERS, SUPPLIERS, OR LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, CONCERNING THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) ACCURACY, (IV) OF NONINFRINGEMENT, (V) OF RESULTS TO BE DERIVED FROM USING OR INTEGRATING WITH THE SERVICES PROVIDED, (VI) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, OR (VII) THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

You assume sole responsibility and liability for your use of and conclusions drawn from the results obtained from the Services.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **Confidentiality**

You shall not disclose or use any of APEX's Confidential Information for any purpose other than for your legitimate internal business purposes as necessary to benefit from the Services offered by APEX. You must protect APEX's Confidential Information as you would protect your Confidential Information. You will limit access to APEX's Confidential Information to only those Authorized Users needing such access to use the Services.

Confidential Information compelled to be provided under legal proceedings may be disclosed, but only to the extent necessary. The affected party that owns the disclosed Confidential Information must be given prior notice as soon as practicable and as allowed by law, and the compelled party must reasonably cooperate with the affected party to protect the Confidential Information.

### **Data Security**

APEX will maintain the following minimum security measures: (i) appropriate technical, physical, administrative, and organizational controls designed to maintain the confidentiality, security, and integrity of your Confidential Information; (ii) systems and procedures for detecting, preventing, and responding to attacks, intrusions, and system failures, and regular testing and monitoring of the effectiveness of such systems and procedures, including, without limitation, through vulnerability scans and penetration testing; (iii) a team of employees dedicated to implementation and maintenance of security controls; and (iv) annual assessment of risks that could result in unauthorized disclosure, misuse, alteration, destruction or other compromises of your Confidential Information, and the sufficiency of systems and procedures in place to mitigate those risks.

APEX may store your data in one or more locations. These locations include the APEX office in Greensboro, North Carolina, U.S.A., and within a QTS data center facility in Suwanee, Georgia, U.S.A. QTS is a third-party company that provides building, security, and surveillance services. QTS will not be able to access APEX equipment or data. APEX reserves the right to use reasonably secure cloud-based data backups.

### **Data Privacy**

APEX's Privacy Policy at <https://legal.apexanalytix.com/privacy-policy> ("Privacy Policy") applies to the Content and any other information it collects through the Services. The Privacy Policy is incorporated into this Agreement by reference.

## **Content and Proprietary Rights**

You are responsible for the Content you or your Authorized Users input or upload into the Service. You are further responsible for obtaining any necessary consent, permission, rights, or licenses for using the Content by you and us as contemplated in this Agreement or as required to provide the Services to you. You agree that you have the legal right and authority to access, use, and disclose to us any Content. You hereby grant to APEX a non-exclusive, transferable, fully paid up, worldwide, irrevocable license and right to use, modify, copy, reproduce, transmit, sub-license, index, model, aggregate, publish, display, and distribute this uploaded Content as necessary for APEX (a) to provide, operate, manage, maintain, and improve the Services, including but not limited to adding new features to enhance user experience and investigating and addressing security or integrity issues related to the Services, (b) to develop new technologies, solutions, applications, and services, (c) to operate and administer award programs, rankings and related marketing activities, including but not limited to selecting or identifying candidates or award recipients, badging and promoting and publicizing the awards or badges, and (d) to fulfill our obligations and exercise our rights under this Agreement, in each case without affecting your confidentiality or privacy rights. You and your Authorized Users acknowledge that APEX may process Content according to the Privacy Policy.

APEX may collect and compile usage and operations data ("Usage Data") to create statistical analysis and for research and development purposes and may make Usage Data publicly available in compliance with applicable law, provided that such Usage Data does not identify You or any Confidential Information.

## **Service Suspension Rights**

We have the right, in our sole discretion, to suspend your ability to access any Service (in whole or in part), without liability, under the following circumstances: (i) for scheduled or emergency maintenance to the Service or any part thereof; (ii) if we reasonably believe that you are using the Service in breach of this Agreement or violation of applicable law; (iii) if we reasonably believe that your use of the Service poses a security risk to us or any third party; (iv) if required by law enforcement or government agency, or otherwise to comply with applicable law or regulation; (v) if you are using the Service other than for the intended purpose; or (vi) if you fail to fulfill your payment obligations hereunder. APEX may modify or suspend the Services as necessary to comply with any applicable law and/or the restrictions on use outlined in this Agreement as reasonably determined by APEX, and you acknowledge and understand that the Services may contain code that enables APEX to disable or deactivate the Services for such purposes. To the extent there is an investigation by APEX or governmental authorities in association with any alleged inappropriate or illegal use of the Services, you will reasonably cooperate in any resulting investigation. If you fail to cooperate with any investigation or reasonably or fail to rectify, within a commercially reasonable timeframe, any illegal use of the Services prohibited by this Agreement, then APEX may immediately suspend or terminate your access to or use of any or all of the Service.

## **Indemnification for Third-Party Claims**

You will defend, indemnify, and hold APEX and APEX's Affiliates, officers, directors, employees, suppliers, consultants, licensors, and agents harmless from all third-party claims, liability damages, and costs (including, but not limited to, attorney's fees) arising from or related to, as applicable: (i) your access to and use of the Services; (ii) any violation of this Agreement by you or Authorized User(s); (iii) infringement of any Intellectual Property Rights by you or your Authorized Users; (iv) the nature and content of all Content processed by the Service; or (v) any products or services purchased or obtained by you used in connection with the Services.

APEX reserves the exclusive right to settle, compromise, and pay, without your consent, any claims or causes of action brought against us. You agree not to settle any matter in which we are named as defendants and/or for which you have indemnity obligations without our prior written consent. We will make reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware.

## **Limitation of Liability**

To the maximum extent permitted by law, APEX will not be liable for any loss of use, lost revenue or profit, or loss of data or for any indirect, incidental, consequential, exemplary, special, or punitive damages that result from the use of or inability to use the Services, or damages that result from mistakes, omissions, interruptions, errors, defects, viruses, delays in operation or transmission, failure of performance, whether arising out of breach of contract, tort (expressly including, but not limited to,

negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not you were advised of the possibility of such damages. APEX's aggregate liability arising from or relating to this Agreement shall not exceed the amounts paid by you to APEX in the 6 months immediately preceding the event giving rise to such liability. If you are dissatisfied with any portion of the Services, you agree that your sole and exclusive remedy is to discontinue using the Services.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND APEX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS.

### **Disputes and Governing Laws**

Before filing a claim against APEX, you agree to attempt to resolve the dispute informally by contacting us. Upon receiving contact and learning of the issue, APEX will reasonably attempt to resolve the dispute informally. If you and APEX cannot resolve the dispute informally, a party seeking to bring a formal proceeding must first send the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice should be sent to 1501 Highwoods Blvd, Suite 200, Greensboro, NC 27410, Attn: Legal Department, with a copy via email to [contractnotice@apexanalytix.com](mailto:contractnotice@apexanalytix.com). The Notice must describe the nature and basis of the dispute or claim and set forth the specific relief sought for the dispute or claim. If you and APEX cannot resolve the dispute within sixty (60) days after receiving the Notice, you or APEX may commence an arbitration proceeding.

You and APEX agree that any dispute, arbitration, or lawsuit arising out of or in connection with this Agreement will be brought in the state or federal courts of Guilford County, North Carolina. This Agreement shall be governed by the laws of the state of North Carolina without giving effect to the choice of law principles thereof and following applicable federal laws of the United States, subject to the arbitration provisions below. You and APEX consent to venue and personal jurisdiction in such courts. If you reside in a country with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those requirements. The United Nations Convention on Contracts for International Sale of Goods is hereby excluded. The Uniform Computer Information Transactions Act shall not apply to this Agreement.

YOU EXPRESSLY WAIVE ANY RIGHT TO INVOKE OR CLAIM THE APPLICATION OF ANY OTHER LAW TO GOVERN THE CONCLUSION, PERFORMANCE, FAILURE TO PERFORM, TERMINATION, OR EXPIRATION OF THIS AGREEMENT.

### **Arbitration and Class Action**

Where applicable, you and APEX agree to resolve any claims relating to these terms or our Services through final and binding arbitration by a single arbitrator. This is subject to exceptions, as mentioned below. These claims include disputes arising from or relating to the interpretation or application of this Arbitration and Class Action section, including its enforceability, revocability, or validity.

The American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules and Consumer Related Disputes Supplementary Procedures. The arbitration process will occur in Guilford County, North Carolina, U.S.A., or any other location of APEX's choosing. The AAA rules will govern the payment of all arbitration fees.

Exceptions to this Arbitration section include claims where parties seek injunctive relief to stop unauthorized use or abuse of the Services, breach of confidentiality obligations, or Intellectual Property Rights infringement. These exceptional claims may be brought in the Guilford County, North Carolina state court.

You may only resolve disputes with APEX individually. You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidations with other arbitrations aren't allowed.

### **Effect of Termination**

When this Agreement or your subscription terminates or expires: (i) you will no longer have the right to use or access the Services(s) as of the date of termination; (ii) all use and access rights we grant you in this Agreement will immediately cease

to exist as of the date of termination; (iii) if you owe us any fees before such termination, you will pay those fees per this Agreement; (iv) we may delete your Content, and we will not be responsible or liable to you if you are unable to access or recover your Content following the termination of your subscription; and (v) each of us will promptly destroy (or, if the other party requests it in writing, return to the other) any Confidential Information belonging to the other.

## **General**

International Trade Compliance. You agree, in connection with any business with or involving APEX, not to engage with or use, directly or indirectly the government of, or any entity within, any country that is the target of any laws administered by the US Office of Foreign Assets Control, Department of the Treasury or any other governmental entity around the world imposing economic sanctions ("Embargoed Country"); and any government, entity, group, or individual who is named on the Office of Foreign Assets Control List ("OFAC List") of Specially Designated Nationals and Blocked Persons or other similar lists maintained by any governmental entity ("Sanctioned Party"). You represent and warrant that you are not: (i) a Sanctioned Party; (ii) owned or controlled by, or acting on behalf of, a Sanctioned Party; or (iii) directly or indirectly owned, controlled by, or acting on behalf of an Embargoed Country.

Severability. If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full effect, and an enforceable term will be substituted to reflect APEX's intent as closely as possible.

Modifications and Changes. APEX reserves the right, in its sole discretion, to modify this Agreement (including any document incorporated into this Agreement by reference) at any time by posting an updated version in its Legal Center. If the changes include material changes that affect your rights or obligations, APEX will notify you by reasonable means, which could include notification through the Service or via email. You are responsible for reviewing this Agreement regularly. If you disagree with the updated Agreement, you must discontinue using the Services. Your continued use of the Service following the effective date of any changes to this Agreement constitutes acceptance of those changes.

Force Majeure. APEX shall not be deemed to be in default of any provision of this Agreement or be liable to you or any Authorized User for any delay, error, failure in performance, or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under our control or other cause beyond our reasonable control.

Interpretation. Any ambiguities in interpreting these Terms shall not be construed against the drafting party.

Headings. The headings used throughout these Terms are solely for convenience of reference.

Waiver. The waiver by either you or us of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of the Agreement.

Electronic Communications. You agree to receive all communications and notices that we provide in connection with the Service ("Communications"), including, but not limited to, Communications related to our delivery of the Service or terms applicable to the Service via electronic means, including by e-mail, text, or by posting them in the Service or the Legal Center. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or delivered in a particular manner. You also agree to keep your account contact information current.

Assignability. You may not assign your rights or obligations or delegate your responsibilities hereunder without our written consent. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under this Agreement except as expressly provided herein is void. We may freely assign our rights, responsibilities, and obligations hereunder without notice to you at any time.

Relationship of the Parties. At all times, you and APEX are independent parties and are not agents or representatives of the other. These terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-

parties do not benefit from and cannot enforce this Agreement. There are no third-party beneficiaries to this Agreement other than APEX's Affiliates, its providers of Third-Party Data, and any of its providers or licensors of any portion of the Services.

Controlling Language. The original version of this Agreement is in English, and the English version shall prevail in case of any conflict with any version or portion thereof that has been translated into another language.

Entire Agreement. This Agreement and any policies incorporated by reference constitute the entire agreement between you and us for the Services and supersedes all prior or contemporaneous agreements and communications between you and us.