

## CAUSALY TERMS OF SERVICE

These Causaly Terms of Service ("**Terms**") govern your use of the Causaly Service and/or other products and services made available or provided by Causaly to you. You and Causaly are each a "**Party**" and collectively the "**Parties**".

By clicking "I agree" (or a button or link with a similar meaning), using the Causaly Service, and/or executing an Order Form or another document that references these Terms, you accept and agree to be legally bound by these Terms.

For purposes of the above, "you" refers to Client or a natural person. If you are an individual accepting these Terms on behalf of Client, then you represent to Causaly that you have the legal authority to bind Client. If you are an individual accepting these Terms on your own behalf, then all references in these Terms to "Client" apply to you.

If there is an inconsistency between the Terms and the Order Form, the Order Form shall prevail to the extent of the inconsistency.

## 1. DEFINITIONS

"**Affiliate**" means any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a Party. The term "control" as used in the preceding sentence means, with respect to a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled corporation;

"**Agreement**" means the agreement between Client and Causaly, which includes the Order Form and the Terms;

"**Authorized User**" means an employee, contractor, agent or consultant (but not to include individuals from third party contract research organizations) who (i) work within Client's and/or Client Affiliate's Authorized User Department, always as identified in the applicable Order Form, and (ii) are Authorized by Client to access the Causaly Service solely for the benefit of Client pursuant to the Agreement. Authorized Users include Reassigned Authorized Users;

"**Authorized User Account**" means a user account with an ID and password that the Authorized User uses to access the Causaly Service;

"**Causaly**" refers to the applicable legal entity set forth in Section 14.3;

"**Causaly Content**" means the content generated and made available within the Causaly Service, including but not limited to knowledge graphs, search results, and data visualisations, but specifically excludes GenAI Output;

"**Causaly Service**" means the version of the Causaly software platform hosted and made available by Causaly as a cloud service to Client as specified in the Order Form or made available during a Trial Period;

"**Client**" means the legal entity identified on the Order Form or the entity on behalf of which an individual is acting when accessing the Causaly Service;

"**Confidential Information**" means, without limitation, any know-how, trade or business secrets, together with any commercial, financial, business, data, technical or other confidential information of whatever nature relating to the business of a Party or an Affiliate (whether disclosed in written, oral or in electronic or other form) which is clearly designated by a Party as being confidential or which can reasonably be expected to be recognised as confidential, any design, process, procedure, data-processing technique, intellectual property right, code, algorithm, software or computer program owned by Causaly or an Affiliate, any information about a Party and or an Affiliate's finances, sales, marketing plans or business prospects, any information relating to the clients and suppliers of a Party or an Affiliate, all other non-public information that the other Party obtains, receives or has access to as a result of the Agreement, including Input, and the terms and conditions of the Agreement;

**"Feedback"** means ideas, suggestions, concepts, proposals or other feedback about the Causaly Service or other Causaly products and services submitted to Causaly by Client or an Authorized User;

**"Fees"** means the fees set forth in an Order Form;

**"GenAI Features"** means generative artificial intelligence features of the Causaly Service that may be provided to Client, such as Causaly's co-pilot and summarization functions;

**"GenAI Output"** means the data generated from the GenAI Features and presented to an Authorized User in response to Input;

**"Input"** means the content, including search terms, that Client inputs into the Causaly Service in its sole discretion;

**"Intellectual Property Rights"** means any patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

**"Maximum Authorized Users"** means the maximum number of Authorized Users to which Client is permitted to grant access to the Causaly Service, as set out in the Order Form or as otherwise agreed between the Parties in accordance with Section 3.3;

**"Order Form"** means the order form executed by and between the Parties, and which, amongst other things, identifies Client and sets out the Fees;

**"Professional Services"** shall mean the services described in the Order Form and/or a separate statement of work that references these Terms (if applicable), and may also be referred to as "Consultancy Services";

**"Reassigned Authorized User"** means an Authorized User of Client who has been assigned to replace another Authorized User of Client, for one or more of the following reasons (a **"Reassigned User Event"**): (a) the original Authorized User no longer works for Client, or (b) the original Authorized User is on extended paid or unpaid leave, in each case on Causaly's prior written consent to that reassignment;

**"Support"** means the support services associated with the relevant Causaly support package, as set forth in the Order Form;

**"System Data"** means data that is automatically generated through use of the Causaly Service, such as technical logs, metadata, usage and analytics data;

**"Third Party Materials"** means data, technology and/or services licensed or otherwise provided by a third party that is contained or linked to within the Causaly Service or Causaly Content;

**"Trial Period"** means the period of 14 consecutive calendar days during which Client may access the Causaly Service free of charge as further set out in Section 2.7 of the Terms; and

**"Virus"** means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or

data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including works, Trojan horses, viruses and other similar things or devices.

## 2. ACCESS TO THE CAUSALY SERVICE

2.1 Subject to Client's compliance with the terms and conditions of the Agreement, including, without limitation, the timely payment of all Fees set forth in the applicable Order Form, Causaly grants Client a limited, non-exclusive, non-transferable right to access and permit Authorized Users to access the Causaly Service and to display the Causaly Content, solely for Client's internal business purposes during the Term and limited to the Maximum Authorized Users.

2.2 Access Restrictions. Unless otherwise set forth in the Agreement, Client and/or Authorized User will not, and will not attempt to:

- (a) licence, sub-licence, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of the Causaly Service available for access by third parties;
- (b) copy, modify, duplicate, create derivative works from, frame, mirror, republish, or distribute all or any portion of the Causaly Service or Causaly Content in any form or media, except portions of Causaly Content may be shared with employees of Client provided that such sharing does not rise to the level of sharing access as restricted in Section 3.2;
- (c) reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Causaly Service;
- (d) download and integrate Causaly Content into Client's internal databases or systems, or compile a collection, compilation, database or directory from the Causaly Content;
- (e) train machine-learning algorithms on Causaly Content;
- (f) erase or remove any proprietary or intellectual property notice contained in the Causaly Service;
- (g) access any part of the Causaly Service in order to build a product or service which competes with the Causaly Service, or use the Causaly Service or Causaly Content to compete with Causaly;
- (h) use the Causaly Service to access, store, distribute, or transmit any Virus, or any material that is unlawful, harmful, threatening, defamatory, inflammatory, violent, obscene, infringing, harassing, or racially or ethnically offensive;
- (i) use any automated system, including without limitation "robots", "spiders", or "offline readers", to access the Causaly Service in a manner that sends more request messages to the Causaly Service than a human can reasonably produce in the same period of time by using a conventional online web browser;
- (j) access the Causaly Service in any way other than by the Web-Interface, or attempt to interfere with or compromise the integrity or security of the Causaly Service; or
- (k) publicly disseminate any performance or benchmark tests or analysis relating to the Causaly Service.

2.3 Client Responsibilities. Client will:

- (a) treat the Authorized User Account details as Confidential Information and must not disclose such information to any third party, including any other Authorized Users or persons within Client's organisation, company or business;

- (b) make all arrangements necessary for Authorized Users to gain access to the Causaly Service;
- (c) prevent any unauthorized access to, or use of, the Causaly Service, and must immediately notify Causaly at [support@causaly.com](mailto:support@causaly.com) in the event of any such unauthorized access or use, including if Client becomes aware that any Authorized User Account details may be misused, lost, stolen, or otherwise compromised;
- (d) provide Causaly with all cooperation and access to information required by Causaly to provide the Causaly Service, including but not limited to security access information and configuration services;
- (e) comply with all applicable laws and regulations with respect to its use of the Causaly Service and its activities under the Agreement;
- (f) access (and ensure Authorized User use of) the Causaly Service in accordance with the Agreement and be responsible for any acts and omissions in connection with the access of the Causaly Service by its Authorized Users;
- (g) ensure that Client immediately ends an Authorized User's access to the Causaly Service if a Reassigned User Event occurs;
- (h) notify Causaly in writing if there are any changes to any of Client's contact details as set out in the Order Form; and
- (i) to the extent permitted by law and except as otherwise expressly provided in the Agreement, be solely responsible for: (x) procuring, maintaining and securing its network connections and telecommunications links to enable it to access the Causaly Service, and (y) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Client's network connections or telecommunications links, or as otherwise caused by the internet.

2.4 The Causaly Service may contain links to, or call the servers of, third party websites, data or services that are not under Causaly's control and are provided as a convenience to Client, accessed solely at the discretion of Client ("**Third Party Sites**"). Causaly is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of Third Party Sites. Client shall access such Third Party Sites at its own risk.

2.5 Previews. Causaly may, in its sole discretion, provide Client with access to new offerings that are still in development and designated as 'preview', 'beta', 'early adoption' or something similar ("**Previews**"). These Terms govern Client's access to Previews. Notwithstanding anything to the contrary in the Terms: (i) Client may access Previews solely for internal evaluation purposes; (ii) Previews are excluded from any of Causaly's support and service level obligations; (iii) Causaly may change or discontinue access to Previews at any time without notice and has no obligation to release a final version of any Preview; and (iv) Causaly shall have no indemnification obligations or liability of any kind related to Client's access of Previews. In consideration for access to a Preview, Client agrees to provide Feedback about the Preview to Causaly, and Client agrees that Causaly shall own all Intellectual Property Rights in any such Feedback as set forth in Section 6.4.

2.6 Non-Commercial Access. This Section 2.6 applies only if Client is an individual who received a link to access the Causaly Service via an educational or not-for-profit organization. In such instance, Client may access the Causaly Service only for educational or non-commercial purposes, subject to Causaly's verification of Client's enrollment or employment with an approved organization. Section 7 shall not apply to Input and Client hereby grants to Causaly a fully paid, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable

right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of and otherwise exploit in any manner all Input.

- 2.7 **Free Trial.** This Section 2.7 applies only if Client is offered and accepts a 14-day free trial (“**Trial Period**”) to access the Causaly Service via a link. In such instance, access will be provided at no charge for a single period of 14 consecutive calendar days, starting from the date the first Authorized User accesses the Causaly Service. Eligibility for the Trial Period is determined solely by Causaly, and Causaly reserves the right to revoke or modify the Trial Period offer at any time without notice. During the Trial Period: (i) access may be restricted in terms of features or usage limits at Causaly’s sole discretion; (ii) the Service Level commitments set out in Schedule 1 do not apply; (iii) no Support or Professional Services are included unless otherwise agreed in writing; (iv) Client acknowledges that any GenAI Output generated is experimental and should not be relied upon for any business critical decision-making; and (v) Causaly may terminate the Trial Period at any time without notice. At the end of the Trial Period, access to the Causaly Service will automatically terminate unless Client executes an Order Form and pays the applicable Fees.

### 3. AUTHORIZED USERS

- 3.1 During the Term, the number of Authorized Users must not exceed the Maximum Authorized Users at any time. Where the Order Form includes an “unlimited” amount of Maximum Authorized Users and Client experiences a merger, acquisition or other corporate event during the Term that increases Client’s Authorized Users, then the Fees will be increased proportionally.
- 3.2 Each Authorized User Account is for a single, named Authorized User only and under no circumstances may Client or an Authorized User permit (i) anyone other than the single, named Authorized User identified in the Authorized User Account to access the Causaly Service or disclose the Authorized User Account details to anyone besides such individual, (ii) multiple users to share an Authorized User Account or otherwise access the Causaly Service through a single Authorized User Account, or (iii) any activity that is intended to bypass or breach the Maximum Authorized User limit and/or any access restriction listed in Section 2, including but not limited to, the download and redistribution of Causaly Content by an Authorized User on behalf of a non-Authorized User(s). For each additional individual found to have accessed the Causaly Service or Causaly Content in breach of this Section 3.2, Client must pay for the associated Fees for their access for the entire duration of the Term.
- 3.3 If Client has reached the limit for Maximum Authorized Users it may choose to increase the number of Maximum Authorized Users. To do so, it may notify Causaly in writing (which may be by way of email) with the number of additional Authorized Users it would like to access the Causaly Service. Following the foregoing notification, Causaly will provide an Order Form for the additional amounts payable for the remainder of the applicable Term (to be calculated on a pro rata basis). Subject to Causaly’s receipt of payment in connection with such Order Form, the number of Maximum Authorized Users will be increased and Causaly will provide the additional Authorized Users access to the Causaly Service.
- 3.4 Causaly may audit Client’s use of the Causaly Service to verify Client’s and Authorized Users’ compliance with the Agreement. If Causaly determines (or reasonably suspects) that Client has exceeded its permitted access rights to the Causaly Service, then Causaly will notify Client and produce an Order Form for the additional Fees due for the additional Authorized Users, and the Fees shall apply for the entire duration of the Term.

### 4. SUPPORT AND PROFESSIONAL SERVICES

- 4.1 Causaly will provide Support as set forth in the Order Form and in accordance with its then-current support guide (“**Support Guide**”), available at <https://get.causaly.com/legal>. If applicable, Causaly will provide to

Client any Professional Services as specified in the Order Form. Client acknowledges that the successful and timely provision of Support and Professional Services requires Client's compliance and adherence to the requirements included in the Agreement and any relevant statement of work, as well as its good faith cooperation, including by making available such personnel and information as may be reasonably requested by Causaly. Causaly will not be liable for any failure to provide Support or Professional Services that arises from Client's failure to cooperate with Causaly.

## 5. CAUSALY CONTENT AND GENAI OUTPUT

- 5.1 Client expressly acknowledges and agrees that (i) GenAI Features may be applied to Input to provide GenAI Output, and (ii) Causaly Content and GenAI Output provided to Client may be similar or identical to Causaly Content and GenAI Output independently provided by Causaly to other clients. Notwithstanding anything to the contrary in Section 12, claims of intellectual property infringement or misappropriation in connection with Causaly Content and/or GenAI Output are not included in Claims.
- 5.2 GenAI Output is generated through machine learning processes and is not verified, endorsed or guaranteed to be accurate, complete or current by Causaly. Client should independently review and verify all GenAI Output as to appropriateness for all Client uses.
- 5.3 Without limiting any restrictions on use of the Causaly Service in the Agreement, Client will not and will not permit any Authorized User to: (i) represent any GenAI Output as being approved or vetted by Causaly; or (ii) use the GenAI Features in breach of any applicable laws.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 As between the Parties, Client is the owner of all Intellectual Property Rights in the Input and GenAI Output. Customer hereby irrevocably grants Causaly the right to access, monitor, display, reproduce, create derivative works from and otherwise use Input and/or GenAI Output to (i) provide the Causaly Service to Client; (ii) ensure the quality and technical integrity of the Causaly Service; (iii) support Authorized Users during customer support queries; (iv) test, develop, alter and/or improve the functionality of the Causaly Service; (v) verify Client's compliance with the Agreement. Client expressly acknowledges and agrees that (i) the Causaly Service is not intended for the processing of any personal data, and (ii) except for Authorized User Account details, it will not transfer to Causaly any Input that contains any personal data. Input shall be treated as Confidential Information.
- 6.2 As between the Parties, Causaly and its Affiliates are the owner or licensee of all Intellectual Property Rights in the Causaly Service, Causaly Content, and System Data. These works are protected by copyright and other laws and treaties around the world. All such rights are reserved. Except as expressly set out in the Agreement, the Agreement does not grant Client any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Causaly Service, Causaly Content or System Data.
- 6.3 Causaly shall use System Data for the operation, maintenance, and improvement of the Causaly Service. Causaly shall not publicly make available any System Data that identifies Client or any of its Authorized Users.
- 6.4 Client and each Authorized User hereby grant to Causaly a fully paid, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of and otherwise exploit in any manner all Feedback.
- 6.5 All right, title and interest, including all intellectual property rights, in and to Third-Party Materials are owned by the applicable third party. Customer has no right, license or authorization with respect to Third-Party



Materials except as expressly set forth in the applicable third-party license and the Agreement. All other rights in and to the Third-Party Materials are expressly reserved by the applicable third-party licensor.

- 6.6 Upon Client's prior written approval, Causaly may use Client's name, logo, and related trademarks in any of Causaly's publicity or marketing materials for the purpose of highlighting that Client uses the Causaly Service and alongside any testimonials that Client may provide. Client grants Causaly such intellectual property rights as are necessary to use its name, logo, related trademarks and testimonials for the foregoing purpose only.

## 7. CONFIDENTIAL INFORMATION

- 7.1 Each Party may be given access to Confidential Information from the other Party to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that (i) is or becomes publicly known other than through any act or omission of the receiving Party; (ii) was in the other Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (iv) is independently developed by the receiving Party, which independent development can be shown by written evidence; or (v) is required to be disclosed by law, by any court of competent jurisdiction, or by any regulatory or administrative body.
- 7.2 Subject to the other provisions of this Section 7, a Party shall not disclose any Confidential Information of the other Party to any person or third party, other than to its (and its Affiliate's) employees, officers, individual contractors, professional advisers and other representatives (collectively, "**Representatives**") who need to know it strictly for the purposes of the Agreement, provided all such Representatives are subject to a written obligation of confidentiality to the receiving Party (or an Affiliate) are informed of the confidential nature of all such Confidential Information disclosed to them. The Party receiving the Confidential Information shall ensure that its Representatives are aware of and comply with this Section 7.
- 7.3 Each Party shall (i) hold the other Party's Confidential Information in confidence and, unless required by law, shall not use the other Party's Confidential Information for any purpose other than as needed to perform the terms of the Agreement, (ii) protect the other Party's Confidential Information with the same degree of care that it uses to protect its own Confidential Information of a similar nature, and (iii) promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of that other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit further onward unauthorized disclosure.

## 8. FEES AND PAYMENT

- 8.1 Causaly shall submit an invoice to Client in respect of the Fees and Client will pay the relevant Fees within thirty (30) calendar days of receipt of the invoice.
- 8.2 If Client is overdue on any payment of Fees and fails to pay in full within fifteen (15) calendar days of Causaly's written notice of overdue Fees, then without prejudice to any other rights and remedies available to Causaly (i) interest shall accrue on such due amounts at a rate equal to one and a half percent (1.5%) per month or the maximum amount allowable by law, whichever is less, commencing on the due date for payment and continuing until the Fees have been paid in full, whether before or after judgment; and (ii) Client shall reimburse Causaly for all reasonable costs and expenses (including reasonable lawyers' fees) incurred by Causaly in collecting any overdue amounts or otherwise incurred in connection with Client's failure to pay.
- 8.3 All Fees are exclusive of any taxes, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**").

Subject to the terms of this Section 8.3, Client shall be solely liable for any Taxes applicable to its purchase of the Causaly Services.

- 8.4 Client is responsible for payment in full of all Fees and non-payment shall be considered a material breach of these Terms. Unless expressly stated otherwise in the Agreement, an executed Order Form is non-cancellable, and Fees are non-refundable and will not be prorated upon termination.
- 8.5 No Fees shall be payable by Client for access to the Causaly Service during an approved Trial Period. However, if Client continues the use of the Causaly Service after the expiration of the Trial Period, Fees shall apply in accordance with the Order Form.

## 9. TERM AND TERMINATION

- 9.1 Term of Agreement. The Agreement commences on the date Client first accepts it and continues until it is terminated in accordance with this Section 9. For Clients participating in a Trial Period, the Agreement shall commence on the date access is granted to the first Authorized User and automatically expires at the end of the Trial Period unless superseded by an executed Order Form and payment of Fees. Causaly may terminate the Trial Period at any time, with or without cause.
- 9.2 Term of Order Form. Each Order Form shall commence on the date specified therein ("**Commencement Date**") and shall continue for the duration set forth therein ("**Term**"). In consideration of the pricing set forth in the Order Form, Client acknowledges and agrees that the Term will automatically renew for additional one-year terms (each a Term) and Client shall pay the Fees for the additional Term(s) in accordance with Section 8. The Term will not renew if either Party gives at least 60 days' written notice to the other Party to terminate the Order Form at the end of the relevant Term.
- 9.3 If Client fails to pay in accordance with Section 8, then in addition to any other rights and remedies available, Causaly may without liability from Causaly to Client immediately terminate the Agreement, suspend or temporarily disable all or part of Client's access to the Causaly Service and Causaly shall be under no obligation to provide any access to the Causaly Service while the relevant sum remains unpaid.
- 9.4 Without prejudice to any other rights and remedies available to Causaly, Causaly may terminate the Agreement by notice with immediate effect, or such notice as Causaly may in its sole discretion elect to give, if Client (i) infringes Causaly's Intellectual Property Rights in the Causaly Service or the Causaly Content or is otherwise in breach of Section 2, 3, or 6; or (ii) is in breach of any applicable law.
- 9.5 Without prejudice to any other rights and remedies available to Causaly, Causaly may immediately suspend, the Authorized User Account (in whole or in part) and/or any Authorized User's access and use of the Causaly Service without giving prior notice to Client, in each case at its discretion, if Client is in material or persistent breach of any terms of the Agreement. The Parties agree that any suspension under this Section 9.5 shall continue until Causaly notifies Client in writing that (i) the relevant suspension has been unsuspended; or (ii) that the Agreement shall be terminated in accordance with its terms.
- 9.6 Without prejudice to any other rights and remedies available to it, either Party may terminate the Agreement at any time with immediate effect on giving notice in writing to the other Party, if the other Party (i) is in material or persistent breach of any of the terms of the Agreement and either that breach is incapable of remedy, or, if capable of remedy, the other Party fails to remedy the breach within thirty (30) calendar days after receiving written notice requiring it to remedy the breach; or (ii) becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its



assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

- 9.7 On termination of the Agreement for any reason (i) all rights and licenses granted under the Agreement shall immediately terminate and Client's right to access and grant Authorized Users the right to access the Causaly Service will end; (ii) each Party shall return to the other Party or (at the other Party's request) destroy, and make no further use of, any Confidential Information (and all copies thereof) belonging to the other Party (provided that each Party may retain documents and materials containing Confidential Information to the extent required by law or any applicable governmental or regulatory authority); and (iii) Client shall immediately pay Causaly any Fees, taxes or other amounts due or outstanding. For any Trial Period, Input and GenAI Output may be deleted immediately at the end of the Trial Period unless agreed otherwise.
- 9.8 Where the Agreement or an Order Form is terminated by Client under Section 9.6 or by Causaly under Section 12.2, Causaly shall refund any pre-paid Fees covering the remainder of the Term of the relevant Order Form(s) after the effective date of termination (to be calculated on a pro rata basis).
- 9.9 Client shall be entitled to download any Input from the Causaly Service for a period of thirty (30) calendar days after the expiry or termination of the Agreement. Following such period, Causaly may: (i) delete any Input within ninety (90) calendar days in accordance with Causaly's applicable data retention practices; and/or (ii) retain Input to comply with applicable law, or as Causaly may deem necessary to prosecute or defend any legal claim. Causaly may retain Input for a reasonable period of time pending resolution of such legal obligation or issue, in each case subject to Section 7.
- 9.10 Termination of the Agreement for whatever reason shall not affect any rights or remedies of the Parties that have accrued up to the date of termination. All sections of the Agreement which by their nature should survive termination will survive termination or expiration of the Agreement for any reason whatsoever, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, limitations of liability and indemnification.

## 10. WARRANTIES

- 10.1 Client Warranty. Client warrants that (i) it has the legal power to enter into the Agreement and the Order Form validly and with all due authority; and (ii) it has the necessary right, title, interest and consent, in each case as necessary to allow Causaly to use the Input in accordance with the Agreement.
- 10.2 Causaly undertakes to make the Causaly Service available as set out in Schedule 1 and Client's sole and exclusive remedy, and Causaly's sole liability, with respect to any failure by Causaly to provide the Causaly Service in accordance with Schedule 1 is for Causaly to provide service credits as set forth in Schedule 1.
- 10.3 Other than as set out in this Section 10, the Causaly Service, Causaly Content and GenAI Output, is provided on an "AS IS" basis and Causaly gives no representations or warranties of any kind in respect of the Causaly Service, Causaly Content and GenAI Output, whether express or implied, including but not limited to warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.
- 10.4 Except as expressly provided for in the Agreement (i) all representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement; and (ii) Causaly will not be responsible for any interruptions, delays, failures, or non-availability affecting the Causaly Service or the performance of the Causaly Service which are caused by third party services (including Third Party Sites), errors or bugs in third party software, hardware, or the Internet on which Causaly relies to provide the Causaly Service, or any changes to the Causaly Service made by or on behalf of Client, and Client acknowledges that Causaly does not control such third party services

(including hosting services) and that such errors and bugs are inherent in the use of such software, hardware and the Internet.

- 10.5 Notwithstanding anything to the contrary in this Section 10, during any Trial Period the Causaly Service, Causaly Content and GenAI Output is provided on an “AS IS” basis and Causaly gives no representations or warranties of any kind in respect of the Causaly Service, Causaly Content and GenAI Output, whether express or implied, including but not limited to warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement.

## 11. LIABILITY

- 11.1 Subject to Section 11.2, each Party will not be liable to the other Party, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with the Agreement in conditions that fall into any of the following categories: loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation; loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or any special, indirect or consequential damage or loss, costs or expenses.
- 11.2 Nothing in the Agreement excludes or limits either Party’s liability for death or personal injury caused by the other Party’s gross negligence, or for fraud or fraudulent misrepresentation or any other liability that cannot be limited by law.
- 11.3 Each Party’s total aggregate liability in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, arising under or in connection with the Agreement shall in all circumstances be limited to the Fees paid or payable under the Agreement in the twelve (12) months prior to the event giving rise to the claim.

## 12. INDEMNITY

- 12.1 Causaly shall indemnify Client and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) suffered or incurred by Client arising out of a claim that the Causaly Service as made available under the Agreement infringes any third party's Intellectual Property Rights (“**Claim(s)**”), provided that: (i) Causaly is given prompt notice of any Claim, specifying the nature of the Claim in reasonable detail; (ii) Client not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Causaly; (iii) Client using reasonable efforts to mitigate any costs and expenses resulting from any Claim; (iv) Client provides reasonable co-operation to Causaly in the defence and settlement of Claim, at Causaly's expense; and (v) Causaly is given sole authority to defend or settle the Claim.
- 12.2 In the defence or settlement of any Claim, Causaly may procure the right for Client to continue using the Causaly Service, replace or modify any part of the Causaly Service so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement and/or Order Form(s) on 2 business days' notice to Client without any additional liability (subject to Section 9.8).
- 12.3 In no event shall Causaly (or any of its employees, officers, users, individual contractors and other representatives) be liable under this Section 12 or any other term of the Agreement to the extent that the alleged infringement is based on or arose as a result of: (i) a modification of the Causaly Service by anyone other than Causaly; (ii) Client’s or Authorized Users’ use of the Causaly Service in a manner contrary to the instructions given by Causaly or contrary to any of the disclaimers or restrictions set forth in the Agreement; (iii) Client's or Authorized Users’ use of the Causaly Service after notice of the alleged or actual infringement from Causaly or any appropriate authority; (iv) any Input, Causaly Content, GenAI Output, Third Party Sites,

or Third Party Materials; and (v) fraud, fraudulent misrepresentation, negligence or the wilful misconduct of Client or an Authorized User.

- 12.4 Client shall indemnify and defend Causaly, and its agents and contractors from and against any and all losses, damages, claims, actions, proceedings, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by any third party relating to (i) Client's use of the Causaly Service in violation of any applicable laws or the Agreement, or (ii) Input.

## 13. CHANGES TO THE CAUSALY SERVICE

Causaly aims to improve the Causaly Service with new features and services. Client therefore agrees that the Causaly Service and/or Causaly Content may change from time to time and no warranty, representation or other commitment is given in relation to the continuity of any functionality of the Causaly Service; other than that there shall be no material non-conformity or degradation in the performance or functionality of the Causaly Service and/or the related support services.

## 14. GENERAL

- 14.1 Entire Agreement. The Agreement shall constitute the entire agreement between the Parties in relation to the subject matter of the Agreement, and shall supersede all previous agreements, arrangements, and understandings between the Parties in respect of that subject matter. Excluding Order Forms, terms in a purchase order or other ordering document used by Client will not amend or modify the Agreement; any such documents are for administrative purposes only.
- 14.2 Written Communications. When accessing the Causaly Service, Client accepts that communication with Causaly will mainly be electronic. Causaly will contact Client by e-mail or provide Client with information by posting notices on the Causaly Service. For contractual purposes, Client agrees to this electronic means of communication and Client acknowledges that all contracts, notices, information and other communications that Causaly provides to Client electronically complies with any legal requirement that such communications be in writing.
- 14.3 Notices. All notices to Causaly must be given to [notice@causaly.com](mailto:notice@causaly.com). Causaly may give notice to Client at either the e-mail or postal address Client provides to Causaly, or any other way that Causaly deems appropriate. Notice will be deemed received and properly served 24 hours after an e-mail is sent or 3 business days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

| If Client is domiciled in:          | The Causaly entity entering into the Agreement is: | Notices should be addressed to:                          | Governing law is: | Courts with exclusive jurisdiction are: |
|-------------------------------------|--|--|-------------------|---|
| United States of America            | Causaly US Inc.                                    | 1209 Orange Street<br>Wilmington, Delaware<br>19801      | New York          | New York                                |
| Outside of United States of America | Causaly Limited                                    | 10-16 Elm Street<br>London<br>United Kingdom<br>WC1X 0BJ | England & Wales   | England & Wales                         |

- 14.4 Assignment. Neither Party may transfer, assign, charge or otherwise deal in the Agreement, or any of the other Party's rights or obligations arising under the Agreement, without the other Party's prior written consent. Notwithstanding the foregoing, the rights and obligations under the Agreement shall be capable of transfer or assignment by Causaly to an Affiliate of Causaly.
- 14.5 Events Outside a Party's Control. Neither Party shall be liable to the other Party for any delay or non-performance of any of its obligations under the Agreement arising from any cause beyond its control including, without limitation, telecommunications failure, Internet failure, act of God, governmental act, war, fire, flood, explosion, or civil commotion. Notwithstanding the foregoing, nothing in this Section 14.5 shall excuse Client from any payment obligation under the Agreement.
- 14.6 Privacy Policy. To provide access to the Causaly Services to Client and for general business management purposes, Client and/or Authorized Users may provide Causaly with information about its Authorized Users and employees, such as contact details and passwords. With regards to such information Causaly is a controller and shall use such information in the manner set out in its [Privacy Policy](#). Client agrees to make the relevant individuals aware of Causaly's Privacy Policy.
- 14.7 Third Party Rights. Other than as expressly stated in the Agreement, a person who is not a Party to the Agreement may not enforce any of its terms.
- 14.8 Waiver. No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.
- 14.9 Severability. If any provision of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions of the Agreement shall not be prejudiced.
- 14.10 E-Signature. The Parties acknowledge that the exchange of electronically signed contracts shall have the same legal value and legal status as the exchange of original signatures, and that in the event of a dispute arising out of the Agreement, each of the Parties hereby waives the right to invoke any defense and/or waiver requests based on the signature and transmission of the Agreement in its electronic form.
- 14.11 Changes to Terms. These Terms are subject to occasional revision. The latest Terms are posted on the Causaly website with a "Last Updated" date. Causaly will notify Client of material changes by sending an email to the email address in the relevant Order Form. For existing Clients, any material changes to these Terms will be effective 30 calendar days following notification of such change and any non-material changes will be effective immediately. For new Clients entering into these Terms after the latest "Last Updated" date, these Terms and any changes will be effective immediately. Continuing to access the Causaly Service following such changes will indicate Client's and Authorized Users' acknowledgement of such changes and agreement to be bound by the updated version of these Terms.

SCHEDULE 1  
AVAILABILITY

1. The Service Levels agreed below will apply to the Causaly Service in the Order Form. The Service Levels described in this Scheule 1 do not apply to Clients accessing the Causaly Service under a Trial Period. Causaly will use commercially reasonable endeavours to make the Causaly Service available with an uptime rate of 98%, except for planned maintenance for which 24 hours' notice will be given. The Causaly Service will not be considered unavailable for any outage due to: (i) acts or omissions of Client; or (ii) of Causaly's cloud provider services.
2. Service Levels: We refer to the table below. If Causaly fails to meet the relevant uptime (described as the “**Availability Percentage**”) for any month during the Term, Client will receive a Service Credit in the amount noted below, described as a percentage of the total Fees for the Causaly Service for such month.

| Availability Percentage | Service Credits (% is of the fee for the applicable month, evenly prorated if fees are paid annually)  |
|-------------------------|--|
| Above 98%               | 0  |
| 97.99 – 96%             | 10%  |
| 95.99 – 94%             | 25%  |
| 93.99-92%               | 50%  |
| Below 92%               | 100% and Client may terminate the Agreement upon five business days’ notice to Causaly if Causaly fails to meet 98% Availability more than three times in any consecutive 12-month period. |

3. To request a Service Credit, Client must send an email to [support@causaly.com](mailto:support@causaly.com) within 30 days of the end of the month in which the Availability Percentage was not met. If Causaly confirms that Client is eligible for a Service Credit, Causaly shall automatically apply Service Credits against the next invoice. Service Credits are not refunds, cannot be exchanged into a cash amount, and may only be used against future invoices unless no further invoices are committed to at such time, in which case, or in the event that the Agreement or applicable Order Form is terminated prior to any such invoice being issued, Service Credits shall be refunded to Client by the end of the month following, as applicable: (a) the month in which the Service Credit was incurred; or (b) the month in which the termination was effective. The Service Credits shall be Client’s sole and exclusive remedy, and Client’s sole and exclusive liability, for any failure by Causaly to meet the Availability Percentage.