

Ai2 EULA

End User License Agreement – General Terms of Service

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Thank you for using the Ai2 software. These terms of service constitute an End User License Agreement (the “**Terms**”) and govern your access to and use of the Ai2 software (“**we**” or “**our**”) websites and information processing and related services (the “**Services**”), so please carefully read this Agreement carefully before using the Ai2 Software and Services.

By using the Software and Services you agree to be bound by these Terms

If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these terms. In that case, “you” and “your” will refer to that organization.

You may use the Software and Services only in compliance with these Terms.

If you do not have such authority, or if you do not agree with the Terms of Service, you may not accept this Term of Service and you may not use the Ai2 Software or Services. Your use of the Ai2 Software and Services represents your explicit assent to and acceptance of the Terms contained herein.

The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any function or feature from our Software or Services at our discretion. If any change is

not acceptable to you, your only remedy is to stop accessing and using the Software and Services.

Your Stuff & Your Privacy

By using our Services you provide us with data, information, files, and folders that you submit to Ai2 (together, “your stuff”). You retain full ownership to your stuff. We don’t claim any ownership to any of it. These Terms do not grant us any rights to your stuff or intellectual property except for the limited rights that are needed to support the Software and to run the Services, as explained below.

We may need your permission to do things you ask us to do with your stuff, for example, hosting your data, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services. This permission also extends to trusted third parties we work with to provide the Services, for example to provide our storage space (again, only to provide the Services).

You are solely responsible for your data, the content of your files and folders, and your communications with others while using the Services. For example, it’s your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

We may choose to review public content for compliance with our community guidelines, but you acknowledge that Ai2 has no obligation to monitor any data, content or information on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of data, files, images, or any other information you may be able to access using the Services.

Your Responsibilities

Files, data and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Ai2, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any malicious software to the Service.

You, and not Ai2 are responsible for maintaining and protecting all of your data and content. Ai2 will not be liable for any loss or corruption of your data, or for any costs or expenses associated with backing up or restoring any of your data.

The Software and Services are not intended for use by you if you are not explicitly authorized to use them or if you are under 16 years of age. By agreeing to these Terms, you are representing to us that you are over the age of 16.

Account Security

You are responsible for any activity using your device containing Ai2's Software, whether or not you authorized that activity. You should immediately notify your companies Ai2 Administrator of any unauthorized use of your account. You acknowledge that if you wish to protect your transmission of data or files to Ai2, it is your responsibility to use a secure encrypted connection to communicate with the Services.

Software and Updates

Some use of our Service may from time to time require you to download a client software package ("Software"). Ai2 hereby grants you a limited, nonexclusive, nontransferable, revocable

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Acceptable Use Policy

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with the use permitted herein.

Copyright

Ai2 respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable all data or content alleged to be infringing and to terminate repeat infringers.

Other Content

The Services may contain links to third-party websites or resources. Ai2 does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

Pricing of Additional Licenses within License Term

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Renewal Subscription Term

Unless one of us gives the other written notice that it does not intend to renew a subscription for the Services, the Services will automatically renew per annum. Written notice of non-renewal must be provided no more than ninety (90) days but no less than thirty (30) days in advance of the end of any subscription term for the Services.

Termination

Though we'd much rather you stay, you can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms) where we may suspend immediately.

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Auditing of Services

Ai2 reserves the right, but without any obligation, to monitor and audit your use of our Services for any reason or no reason, without notice, to ensure your compliance with these General Terms of Service. You agree to provide us with any information we reasonably request to investigate and resolve problems relating to our provision of Services to you. We reserve the right in our sole discretion to investigate and take appropriate legal action against anyone who, we believe in our sole discretion, violates our General Terms of Service.

Priority of Documentation

You confirm and agree that where there is any conflict, the accepted terms contained in the Ai2 License Quote take priority.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Ai2 ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE

LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT Ai2 HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO Ai2 FOR THE PAST THREE MONTHS OF THE SERVICES IN QUESTION.

Modifications

Ai2 may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Software and Services.

Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF ILLINOIS AND THE PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION OF THE STATE OF ILLINOIS.