

## DATANOMIX TERMS OF USE

The following terms and conditions are a legally binding contract regarding use of the Service between the entity, organization, company or individual agreeing to these terms ("**Customer**" or "**you**") and Datanomix.

BY CLICKING "I ACCEPT," OR ENTERING INTO AN AGREEMENT WITH DATANOMIX THAT INCORPORATES THESE TERMS BY REFERENCE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

1. Eligibility: If you are entering into these Terms on behalf of an entity, organization, or company (a "Subscribing Organization"), you represent and warrant that you have the authority to bind such Subscribing Organization and its Affiliates to these Terms and you agree to be bound by these Terms on behalf of such Subscribing Organization. In such case, "you" in these Terms means such Subscribing Organization, its Affiliates, and each end user of the Subscribing Organization. An "Affiliate" shall mean with respect to a party, any entity which is controlled by such party, which controls such party, or which is under common control with such party, where the term "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the shares entitled to vote for the election of directors.
2. Accounts and Registration: To access most features of the Service, you must register for a Datanomix account. When you register for an account, you may be required to provide us with some information about yourself, such as your e-mail address or other contact information. You agree that the information you provide to us is and will be accurate and up-to-date at all times. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you agree to notify us as soon as possible at support@datanomix.io.
3. Payment:
  - 3.1 Invoicing and Payment: Access to the Service or to certain features of the Service may now or in the future require the payment of fees such as subscription fees ("Fees"). Fees may be set forth on a physical, electronic or online Datanomix Service Order form, as applicable, which is accepted by Datanomix and describes such Fees. Before initial payment of any Fees, you will have an opportunity to review and accept the Fees that you will be charged. Datanomix will charge Fees in US dollars or such other method specified in the Service Order. Except as otherwise provided herein, all Fees are non-refundable. Datanomix may add features to the Service on a going forward basis at any time and may charge additional Fees separately for such additional features. Datanomix reserves the right to change the Fees charged for any subscription upon the renewal of such subscription and in any event not by more than the Retail Price Index from year to year. The Initial Term and any Renewal Term of such subscription shall be as set forth in the applicable Service Order. Unless a different payment method is specified otherwise in the applicable Service Order, you will provide Datanomix with valid and updated credit card information. If you provide credit card information to Datanomix, you authorize Datanomix to charge such credit card for all Fees due under the Service Order. Such charges shall be made in accordance with the billing

frequency stated in the applicable Service Order. If the Service Order specifies that payment will be by a method other than a credit card, Datanomix will invoice you in accordance with the relevant Service Order. Unless otherwise stated in the Service Order, invoiced charges are due thirty (30) days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information and notifying Datanomix of any changes to such information. If your payment method fails or your accounts are past due, (a) you agree to pay all amounts due upon demand by Datanomix, (b) Datanomix may collect fees owed using other collection mechanisms (including charging other payment methods you may have on file with Datanomix), (c) Datanomix reserves the right to either suspend or terminate your account or access to the Service, and/or (d) you agree to pay a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less.

3.2 Collection Fee: In the event you fail to pay overdue charges, Datanomix may refer your account(s) to a third party for collection. You agree that if it becomes necessary for Datanomix to refer your invoices to a third party for collection, Datanomix will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18%, to cover the internal collection-related costs Datanomix has incurred on such invoices through and including the date on which Datanomix refers the invoices to such third party. To the extent permitted by law, you agree to pay Datanomix any additional costs and fees Datanomix reasonably incurs to collect amounts outstanding on your invoices. You expressly authorize, and specifically consent to allowing, Datanomix and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Datanomix to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to Datanomix. You agree and acknowledge that any e-mail address or any other electronic address that you provide to Datanomix is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that, in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

3.3 Payment Disputes: Datanomix shall not exercise its rights under Section 3.1 (Invoicing and Payment) or 3.2 (Collection Fee) with respect to those charges that are under reasonable and good faith dispute and for which you are cooperating diligently to resolve the dispute.

#### 4 Licenses:

4.1 License from Datanomix to you: Subject to the Terms, Datanomix grants to you a worldwide, non-exclusive, non-transferable, terminable license to use the Service.

- 4.2 Trial License from Datanomix to you: Datanomix may, at its discretion, make available trial licenses that do not require the payment of applicable Fees for a period of time or subject to other limitations (each a "Trial License"). Please note that any Customer Data or Customer Applications imported to, stored on, or made available on the Service during a Trial License may be permanently lost or deleted at the end of such trial license unless you pay the applicable fee.
- 4.3 Customer Data License from you to Datanomix: The Service permits Customers to import and process data, content, and other types of works (collectively, the "Customer Data"). For clarity, Customer Data includes data derived from Customer Data, but does not include anonymous metadata associated solely with actions of users of the Service. By importing or processing Customer Data, you grant to Datanomix a worldwide, non-exclusive, royalty-free license to reproduce, distribute, modify, and adapt your Customer Data solely for the purpose of providing the Service to you, including the right to sublicense your Customer Data as necessary to provide the Service to you (for example, we may need to sublicense Customer Data to a third-party service provider such as Microsoft, that helps us provide the Service to you, to the extent you have not contracted directly with such third-party service provider). The Services may allow you to store data on the Datanomix Services to the extent set forth in a Service Order. Datanomix will not use, display, disclose or transfer Customer Data in a manner that specifically identifies you without your consent, except as otherwise set forth in this Section 4.3. Datanomix may use, display, store, disclose or transfer Customer Data as may be required or permitted by law or legal process, or to protect Datanomix's rights or property (including without limitation, enforcement of Datanomix's agreements) or the rights, property, or safety of any person or entity. Datanomix may use, display, disclose or transfer Customer Data to (i) third-party vendors who perform services for Datanomix, for the purposes of these Terms; and (ii) to an acquirer, successor, or assignee, and its legal representatives, in connection with any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which Customer Data is transferred to a third party as one of Datanomix's business assets.
- 4.4 Customer Application License from you to Datanomix: Additionally, the Service permits Customers to host software applications and code ("Customer Applications"). By hosting your Customer Applications on the Service, you grant to Datanomix a worldwide, non-exclusive, royalty-free license to reproduce, distribute, modify, and adapt your Customer Data solely for the purpose of providing the Service to you.

## 5 Customer Data and Customer Applications:

- 5.1 Ownership: You retain copyright and any other proprietary rights you hold in the Customer Data and Applications that you import to the Service.
- 5.2 Representations and Warranties: You are solely responsible for your Customer Data and Customer Applications and the consequences of importing, storing, or processing Customer Data or making available

Customer Applications. By importing, storing, or processing Customer Data or making available Customer Applications, you affirm, represent, and warrant that:

- You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize Datanomix and users of the Service to use and distribute your Customer Data and Customer Applications as necessary to exercise the licenses granted by you in these Terms including, but not limited to, your applicable license agreement with Microsoft permitting you to use Microsoft Azure Services;
- Your Customer Data and Customer Applications, and the use thereof as contemplated herein, does not and will not infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- You have a privacy policy that accurately describes your privacy practices, including, but not limited to your collection and use of personally identifiable information through your Customer Applications, your practices for storing personally identifiable information, and the circumstances in which you disclose personally identifiable information to third parties; and
- Your privacy policy allows you to provide Customer Data to Datanomix and permits Datanomix to use, store, and disclose such Customer Data as set forth in the Datanomix Privacy Policy.

**5.3** Disclaimer: WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONNECTION WITH CUSTOMER DATA AND CUSTOMER APPLICATIONS. You understand that when using the Service, Datanomix may provide analytics and other processing of information including your Customer Data. Additionally, you acknowledge that imported, stored or processed information, including Customer Data, may be incomplete, corrupted, or otherwise not useable.

We are under no obligation to edit or control Customer Data and Customer Applications that you import to or make available through the Service. Datanomix may, at any time and without prior notice, remove any Customer Data or Customer Applications that violate these Terms. If Datanomix is notified by any third party that Customer Data or Customer Applications allegedly violate these Terms or applicable law, we may investigate the allegation and determine, in our sole discretion, whether to remove the Customer Data or Customer Applications, which we reserve the right to do at any time and without prior notice.

**5.4** Confidentiality: As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include the Customer Data; Datanomix's Confidential Information shall include the Service; and Confidential Information of each party shall include the terms and conditions of these Terms and all Service Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information

(other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are bound by confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby by either party.

**6 ACCEPTABLE USE: BY USING THE SERVICE YOU AGREE NOT TO:**

- 6.1** use the Service for any illegal purpose, or in violation of any local, state, national, or international law;
- 6.2** violate, or encourage others to violate, the rights of third parties;
- 6.3** import or collect any Customer Data or other content that is unlawful, defamatory, libelous, or invasive of privacy through your Customer Applications or otherwise;
- 6.4** sell, sublicense, or otherwise transfer the access granted herein or any Materials (as defined in Section 12 below) other than to Affiliates; or
- 6.5** interfere with the operation of the Service, including by (i) reverse engineering or otherwise attempting to discover the source code of the Service or any part thereof, except to the extent that such activity is expressly permitted by applicable law, (ii) performing any fraudulent activity, including impersonating any person or entity, claiming false affiliations, or accessing the Service accounts of others without permission; or (iii) intentionally interfering with or damaging operation of the Service or any user's enjoyment of it, including by uploading or otherwise disseminating viruses or other malicious code.

**7 Export Tools; Export Tools Disclaimer; Linked Websites:**

- 7.1** Export Tools: Datanomix may provide tools within the Service that enable you to export information, including Customer Data, either in downloadable form or directly to third party services ("Export Tools"). By using Export Tools to export to third parties' services, you agree that we

may transfer such information, including Customer Data, to the applicable service or in the applicable format.

7.2 Export Tools Disclaimer: YOU ACKNOWLEDGE THAT EXPORT TOOLS MAY NOT WORK FOR YOUR PURPOSES, AND YOU ACKNOWLEDGE THAT INFORMATION EXPORTED USING EXPORT TOOLS (INCLUDING CUSTOMER DATA) MAY BE INCOMPLETE, CORRUPTED, OR OTHERWISE NOT USEABLE. The disclaimer with respect to Customer Data in Section 5.3 applies to all exported Customer Data.

7.3 Linked Websites: The Service may also contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content.

## 8 Digital Millennium Copyright Act (DMCA) Policy:

8.1 DMCA Notification: We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Service, you may contact our Designated Agent at the following address:

Datanomix, Inc.  
410 Amherst St, Suite 219  
Nashua, NH 03063  
E-mail: [copyright@datanomix.io](mailto:copyright@datanomix.io)

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

8.2 Repeat Infringers: Datanomix will promptly terminate without notice the accounts of users that are determined by Datanomix to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had Customer Data or Customer Applications removed from the Service more than twice.

## 9 Term; Termination; Discontinuation and Modification of the Service:

- 9.1 **Term:** These Terms commence on the Effective Date and shall continue in full force and effect until all subscriptions granted in accordance with these Terms or a Service Order have expired or been terminated.
- 9.2 **Term of Purchased Subscriptions:** Subscriptions purchased by you commence on the start date specified in the applicable Service Order and continue for the subscription term specified therein. Except as otherwise specified in the applicable Service Order, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term, unless Datanomix has given you written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed seven percent (7%) of the pricing for the relevant Service in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Service Order as promotional or one-time.
- 9.3 **Termination for Cause:** A party may terminate these Terms for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by you, you shall have no obligation to pay for any fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Datanomix, you shall pay any unpaid fees covering the remainder of the term of all Service Orders after the effective date of termination. In no event shall any termination relieve you of the obligation to pay any fees payable to Datanomix for the period prior to the effective date of termination. Notwithstanding the foregoing, Datanomix reserves the right to immediately suspend or terminate your use of the Services or remove Customer Data or Customer Applications from the Service, without notice, in instances where such continued use would violate applicable law or have a material adverse effect on Datanomix.
- 9.4 **Termination for Convenience:** Unless otherwise set forth in an applicable Service Order, if you terminate your account, you will remain obligated to pay all outstanding fees and charges, if any, relating to your use of the Service for the remainder of the Initial Term or extended term under the Service Order.
- 9.5 **Modification of the Service:** Datanomix reserves the right to make non-material modifications to the Service at any time without notice to you, provided that such changes do not materially reduce the functionality of the Services. We will have no liability whatsoever on account of any such non-material change to the Service.

## 10 Privacy Policy; Additional Terms:

- 10.1 **Privacy Policy:** Please read the Datanomix Privacy Policy carefully for information relating to our collection, use, and disclosure of your personal

information. The Datanomix Privacy Policy is hereby incorporated by reference into, and made a part of, these Terms.

**10.2 Additional Terms:** Your use of the Service is subject to any additional terms, rules, or guidelines applicable to the Service or certain features of the Service that we may post and you may accept (the "Additional Terms"), such as end user license agreements for our downloadable applications, subject to Section 11. All such Additional Terms are hereby incorporated by reference into, and made a part of, the Terms.

**11 Modification of the Terms:** Any material modifications to these Terms, including any Additional Terms, are effective only upon your acceptance of such modified terms. Immaterial modifications are effective upon publication.

**12 Ownership; Proprietary Rights:** The Service is owned and operated by Datanomix. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Datanomix (the "Materials") are protected by all relevant intellectual property and proprietary rights and applicable laws. Except for any Customer Data or Customer Applications, all Materials contained in the Service are the property of Datanomix or our third-party licensors. Except as expressly authorized by Datanomix, you may not make use of the Materials. Datanomix reserves all rights to the Materials not expressly granted in these Terms.

**13 Indemnity:**

**13.1 Indemnification by Datanomix:** Datanomix shall defend, indemnify and hold Customer, and its respective officers, directors, employees, consultants, affiliates, subsidiaries and agents ("Customer Indemnitees") harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any Customer Indemnitee by a third party alleging that the use of the Service as contemplated hereunder infringes the patent, copyright, trade secret or intellectual property or proprietary rights of such third party, provided that Customer (a) gives written notice of the Claim to Datanomix; (b) gives Datanomix control of the defense and settlement of the Claim (provided that Datanomix may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Datanomix, at Datanomix's cost, all reasonable assistance. Datanomix may, at its expense: (i) procure for Customer the right to continue using the Service under the terms of these Terms; (ii) replace or modify the Service to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate the license for the infringing Service and relieve Customer of any obligation to pay fees for the remainder of the term following the effective date of termination.

**13.2 Indemnification by You:** You agree that you are responsible for your use of the Service, and you agree to defend, indemnify and hold harmless Datanomix and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "Datanomix Entities") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your or your users' access to, use of or alleged use of the Service in violation of Section 6 (Acceptable Use), (ii)



your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation, (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right, or (iv) any disputes or issues between you and any third party; provided that Datanomix (a) gives written notice of the Claim to Customer, (b) gives Customer control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Datanomix of all liability), and (c) provides to Customer, at Customer's cost, all reasonable assistance. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

**14 Disclaimers; No Warranties:** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE DATANOMIX ENTITIES SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; AND (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE. YOU ASSUME ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE.

**15 Limitation of Liability:** IN NO EVENT WILL THE DATANOMIX ENTITIES BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE DATANOMIX ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF THE DATANOMIX ENTITIES TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE USE OF THE SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNTS YOU HAVE PAID TO DATANOMIX FOR ACCESS TO AND USE OF THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM, OR (ii) \$5,000.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR LIMITATION OF LIABILITY SET FORTH IN THESE TERMS IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

**16 Governing Law:** These Terms shall be governed by the laws of the State of New Hampshire without regard to conflict of law principles. Subject to Section 18, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Datanomix agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Hillsborough County, New Hampshire for the purpose of litigating all such disputes. We operate the Service from our offices in New Hampshire, and we make no representations that information and materials included in the Service are appropriate or available for use in other locations.

**17 General:** The Terms, together with the Privacy Policy, the Additional Terms, and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Datanomix regarding your use of and access to the Service and, except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties. Neither party may

assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign these Terms in their entirety (including all Service Orders), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to Sections 1, 3, and 5 through 18.

## 18 Dispute Resolution and Arbitration:

- 18.1 Generally: In the interest of resolving disputes between you and Datanomix in the most expedient and cost effective manner, you and Datanomix agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. You understand and agree that, by entering into these Terms, you and Datanomix are each waiving the right to a trial by jury or to participate in a class action.
- 18.2 Exceptions: Notwithstanding subsection 18.1, we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
- 18.3 Arbitrator: Any arbitration between you and Datanomix will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Datanomix.
- 18.4 Notice; Process: A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). Datanomix's address for Notice is: Datanomix, Inc., 410 Amherst St, Suite 219,

Nashua, NH 03063. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within thirty (30) days from the date that the Notice is received, you or Datanomix may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Datanomix shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that if our dispute is finally resolved through arbitration in a Party's favor, the other Party shall pay the greater of (i) the amount awarded by the arbitrator, if any, and (ii) the greatest amount offered by such other Party in settlement of the dispute prior to the arbitrator's award.

- 18.5 Fees:** In the event that you commence arbitration in accordance with these Terms, Datanomix will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Hillsborough County, New Hampshire, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Datanomix for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.
- 18.6 No Class Actions:** YOU AND DATANOMIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Datanomix agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 18.7 Enforceability:** If this Section 18 or Subsection 18.6 is found to be unenforceable, then the entirety of this Section 18 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 16 shall govern any action arising out of or related to these Terms.
- 18.8 Contact Information:** If you have any questions regarding Datanomix, the Service, or the Terms please contact us at support@datanomix.io