

## TERMS OF SERVICE AGREEMENT

Effective date: February 8, 2019

The website t4.ai is the website and online service of T4 Labs, Inc. ("T4," "we," or "us"). This Terms of Service Agreement (this "Agreement") explains the terms by which you may use our online services, web site, mobile applications and/or software provided on or in connection with such services (collectively the "Service").

BY ACCESSING OR USING THE SERVICE, INCLUDING BY EMBEDDING OUR CODE ON YOUR SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF THE SERVICE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICE. If you accept or agree to the terms and conditions of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to the Agreement. If we substantively amend this Agreement, we will give you at least seven (7) days' notice before the changes take effect, during which period of time you may reject the changes by terminating your account. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

### 1. USE OF OUR SERVICE

T4 provides a platform aggregating market research data, which allows its Users to quickly and efficiently find, access and utilize market research data and insights.

#### A. ELIGIBILITY

You may use the Service only if you can form a binding contract with T4, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by T4.

#### B. MEMBER ACCOUNTS

You will need to arrange with T4 and obtain access to a "Member" account. Your Member account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another Member's account without our permission. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage

you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify T4 immediately of any breach of security or unauthorized use of your account. T4 will not be liable for any losses caused by any unauthorized use of your account.

By providing T4 your email address you consent to our using your email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out in the email message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

### C. SERVICE RULES

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the T4 servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, sharing or using another Member's login, conducting fraud, hiding or attempting to hide your identity; (x) defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as of privacy and publicity) of any other user of the Service or staff member of T4; (xi) interfering with the proper working of the Service; (xii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service; (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; or (xiv) encouraging or enabling any other individual to do any of the foregoing.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

### D. PRIVACY

See T4's Privacy Policy at [www.t4.ai/privacy](http://www.t4.ai/privacy) for information and notices concerning T4's collection and use of your personal information.

## 2. LICENSE GRANT

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable, license to use the Service. T4 reserves all rights not expressly granted herein in the Service and the T4 Content (as defined below). T4 may terminate this license at any time for any reason or no reason.

## 3. OUR PROPRIETARY RIGHTS

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, and copyrights (the "T4 Content"), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of T4 or, as applicable, its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the T4 Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to, or we may invite you to, submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place T4 under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, T4 does not waive any rights to use similar or related ideas previously known to T4, or developed by its employees, or obtained from sources other than you.

## 4. PAID SERVICES

A. Billing Policies. Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the terms of sale, pricing, payment and billing policies applicable to such fees and charges, posted or linked here. T4 may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

B. No Refunds. In the event that T4 suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any Service, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

C. Payment Information; Taxes. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and

current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

## 5. SECURITY

We have implemented commercially reasonable technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes.

## 6. END USER INFORMATION

You hereby represent and warrant that (i) any personally identifiable information, including without limitation if such information is in aggregate form, about your end users that you provide to T4 hereunder was, is, and will be collected with the informed consent of such end users, and (ii) you have obtained all necessary rights, releases, and permissions to provide such information to T4.

## 7. THIRD-PARTY LINKS; THIRD-PARTY FUNCTIONALITY

A. Third-Party Links. Certain content, products and services we make available may include material from third parties. Third-party links on our website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content or any other transactions made in connection with any third parties' websites. Please review carefully any third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products or services should be directed to the third-party.

B. THIRD PARTY FUNCTIONALITY. Our website and the Service contain third-party content that we do not control. Functionality on the website and the Service may also permit interactions between the website or the Service and a third-party website or feature, including applications that connect the website or the Service with a third-party website or feature. You expressly acknowledge and agree that T4 is in no way responsible or liable for any third-party services or features. Your correspondence and business dealings with third parties found through the website or the Service are solely between you and the third-party.

## 8. INDEMNITY

You agree to defend, indemnify and hold harmless T4 and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this

Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any other party's access and use of the Service with your unique username, password or other appropriate security code; or (vi) your disclosure of any end user or consumer information as described in Section 6 above.

## 9. NO WARRANTY

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM T4 OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, T4, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

T4 DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE T4 SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND T4 WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## 10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL T4, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL T4 BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, T4 ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF

ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE. IN NO EVENT SHALL T4, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO T4 HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF T4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. T4 makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

#### 11. ASSIGNMENT

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by T4 without restriction.

#### 12. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on our website or through the Service, please notify our Copyright Agent (as such term is defined in the Digital Millennium Copyright Act of 1998 (the "DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim is being infringed;
- Identification of the material that is claimed to be infringing and where it is located on the website or in the Service;
- Information reasonably sufficient to permit T4 to contact you, such as your address, telephone number and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your DMCA notice may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications.

Our Agent to Receive Notification of Claimed Copyright Infringement can be reached as follows:

By Mail:  
T4 Labs, Inc. DMCA Designated Agent  
PO Box 192723  
San Francisco, California 94119

By email: [dmca@t4.ai](mailto:dmca@t4.ai)

For clarity, only DMCA notices should go to the T4 Labs, Inc. DMCA Designated Agent. Any other feedback, comments, requests for technical support or other communications should be directed to us via [support@t4.ai](mailto:support@t4.ai).

### 13. GENERAL

A. Governing Law. You agree that: (i) the Service shall be deemed based solely in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over T4, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and T4 that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California, unless submitted to arbitration as set forth in the following paragraph.

B. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. Notification Procedures. T4 may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by T4 in our sole discretion. T4 reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. T4 is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add [support@t4.ai](mailto:support@t4.ai) to your email address book to help ensure you receive email notifications from us.

D. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with T4 in connection with the Service, shall constitute the entire agreement between you and T4 concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

E. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and T4's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.