

TERMS OF SERVICE

HUDSON LABS INC. TERMS OF SERVICE

Last updated: Oct 29, 2024

These Hudson Labs Inc. (“**us**” or “**we**” or “**our**”) terms and conditions of service (“**Terms**”) which govern interactions between you (“**you**” or “**your**”) and your access to and use of the Subscription Materials and the Platform (the “**Offering**”). For purposes of this Agreement, “you” also refers to and incorporates the authorized Users under the Subscription.

Please read these Terms carefully before using the Subscription Materials, the Platform, the Downloaded Content or any other services or materials offered by us (the “**Services**”). By using, accessing, or subscribing to the Services, you acknowledge that you have read these Terms and the Agreement and that you understand and agree to be legally bound by them.

If you do not agree with these Terms, neither you nor the commercial entity you represent may use the Services. You are bound by these Terms by purchasing, accessing or using the Services. We reserve the right to amend these Terms at any time, but will give you notice of any material changes to the Terms pursuant to Article XI. Such modifications shall be effective immediately. If at any time you no longer agree to be bound by these Terms, you must immediately stop accessing the Services and notify us of such decision. Such notification shall not relieve you of any obligations you may incurred prior to such notice. These Terms include the Subscription Form, the Sign Up Form or any other relevant subscription documents (collectively with these Terms, the “**Agreement**”). We expressly reject any additional or different terms, including but not limited to terms you add or append to these Terms or Subscription Form unless we agree in writing.

Except with our prior written consent, you may not access the Services if you compete with our business in any material way. You may not access the Services for purposes of monitoring the availability, performance, or functionality of the Services, or for any other benchmarking or competitive purposes.

This Agreement can be updated from time to time in accordance with Article XII below. You are responsible for regularly reviewing the most current version of this Agreement, which is published at: <https://www.hudson-labs.com/terms-of-service>. When we change this Agreement, we will update the “Last Modified” date above.

Article I. DEFINITIONS

- (a) “**Affiliate**” of a party means any other person or entity that, directly or indirectly, controls, is controlled by or is under common control with such party; “**control**” means the power, directly or indirectly, to direct or cause the direction of the management and policies of another person or entity, whether through ownership of voting securities, by contract or otherwise.
- (b) “**Confidential Information**” means any and all information disclosed (in each case, by or on behalf of, a Party) in the course of the Agreement that is, or should be reasonably understood to be, proprietary or confidential to a Party, including, without limitation, the terms of the Agreement, the Services, as well as financial, business, and technical plans and strategies, pricing information, inventions, and new products, services, and technologies of either Party.
- (c) “**Intellectual Property**” or “**Intellectual Property Rights**” means rights associated with all or any of the following anywhere in the world, whether or not filed or registered:
 - (i) patents, patent applications, and inventors’ certificates;
 - (ii) copyrights (including moral rights and author’s rights), works of authorship, copyright registrations and applications;
 - (iii) database rights;
 - (iv) know-how, trade secrets, and rights in and to confidential information;
 - (v) industrial designs (including utility models);

- (vi) trademarks, trade names, service marks, logos, Internet addresses (URLs), and the goodwill associated with them;
 - (vii) semi-conductor topography rights;
 - (viii) rights of publicity;
 - (ix) divisions, continuations, renewals, reissuances and extensions of any of the foregoing (to the extent applicable); and
 - (x) any other proprietary rights relating to intangible property anywhere in the world.
- (d) “**MNPI**”, sometimes known as material non-public information, shall mean information which:
- (i) relates to a specifically publicly traded security;
 - (ii) is not known to the public; and
 - (iii) a reasonable investor would consider important in making an investment decision.
- (e) “**Party**” means you or us and “**Parties**” means you and us.
- (f) “**Platform**” means the technology offered by us as:
- (i) web application; or
 - (ii) other access mechanism including by way of secure file transfer protocol which will provide access to the Subscription Materials;
- (g) “**Sign Up Form**” means the short-form automated sign up function for the Offering that is entered into through the Platform. Sign Up Forms shall be deemed incorporated herein by reference.
- (h) “**Subscription**” means the rights of access to, or use of, the Offering under a current and valid Subscription Form, Sign Up Form, Trial Period Offer or any other written agreement between us and you.
- (i) “**Subscription Form**” means the ordering documents for the subscription to the Offering, setting out the Subscription Materials, User Limits, usage limitations, and pricing during the period of a Subscription, but shall not include Sign Up Forms. Subscription Forms shall be deemed incorporated herein by reference.
- (j) “**Subscription Materials**” means the data we provide you under the paid, trial or pilot Subscriptions, including all newsletters, content, data and reports, and all metrics, calculations, text, research, ratings, rankings, opinions, photographs, video, audio, graphics, tools, analytics, functionality, products and information displayed and/or otherwise provided by the Subscription Materials whether such data is provided on the Platform or through any other access mechanism, including by secure file transfer protocol.
- (k) “**Trial Period Offer**” means documents communicating a non-extendable, non-renewable, fixed period short trial access to the Offering, including email communications, setting out the Subscription Materials, User Limits, usage limitations, and access period. For purpose of clarity, a Trial Period Offer is different and distinct from a written trial period subscription agreement.
- (l) “**User**” or “**Users**” means an individual or individuals who are authorized by us to use the Subscription Materials and the Platform (meaning those individuals for whom Subscriptions have been purchased and/or who have been supplied user identifications and passwords for that purpose).

Article II. PURPOSE, RIGHTS, AND LICENSE

Section II.01 Subscription and Licence of the Offering

Upon acceptance of these Terms and the Agreement, we hereby grant to you, effective for the duration of the Subscription Term or Trial Term, whichever is applicable, a non-exclusive, non-transferable, non-sub licensable, limited license to use the Offering.

You may use the Offering only as expressly permitted by the Terms. The Offering is solely and exclusively for your use and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of these Terms. Except as expressly provided herein or in any applicable Subscription Form, you may use the Offering solely in the regular and ordinary course of your business and for internal use only.

To subscribe to the Offering, you must be bound by a Subscription Form or use the Sign Up Form. The Subscription Form will indicate whether your access to the Subscription Materials are through the Platform or provided in another fashion. The Sign Up Form will provide access to the Subscription Materials through the Platform. The terms of the Agreement are applicable to, and form an integral part of, each Subscription Form, which will identify the Subscription Materials to be

provided, and each Sign Up Form, the Subscription Term, and the applicable fees for the Subscription Term. If there is a conflict between these Terms and any Subscription Form, the terms of the Subscription Form will supersede and govern the relationship between the Parties. The individual executing the Agreement and/or the relevant Subscription Form or Sign Up Form on your behalf represents and warrants that he/she/they does so with the authority to bind you by executing and submitting such documents. Once the terms of the Agreement have been made applicable to any Subscription Form or Sign Up Form between you and us, then you are deemed to have consented in advance to the applicability of the Terms to any Subscription Forms or Sign Up Form to be entered into thereafter.

Section II.02 Secure Access

We will use commercially reasonable security technologies in providing the Offering and you shall comply with our applicable security guidelines and procedures made known to you through the Platform or otherwise. You agree that we do not control the transfer of data, over telecommunications facilities, including the Internet, and we do not warrant secure operation of the Platform or that there will be no disruptions of the Services.

Section II.03 User Limits

Unless otherwise specified in a Subscription Form, the number of authorized Users that shall have access to the Offering pursuant to a Subscription shall be limited to individuals that are your employees and agents who have a valid business relationship with you and an email address within your organization. The applicable Subscription Form will describe the total number of authorized Users allowable for your Subscription (“**User Limit**”). Violation of the restrictions set forth herein, which shall include sharing User IDs with any unauthorized individuals, will be considered a material breach of the Agreement and cause for termination of the Agreement. The rights granted in a Subscription are granted only to you, and do not extend to your shareholders, parents, subsidiaries, affiliates or other related entities or individuals not included on the Subscription Form. Such related affiliates must execute a separate Subscription Form in order to use the Subscription Materials.

Section II.04 Authorized Use

Subject to the terms set forth in the Agreement, you are permitted to:

- (a) download and/or print content and data forming part of the Subscription Materials to a location or storage device under your exclusive control and only for your own use (“**Downloaded Content**”); and
- (b) extract, quote and/or distribute such Subscription Materials or Downloaded Content for aggregate-level work product (“**Reports**”),

but only internally (i.e., within your organization and not to any third parties) and only for your own use and in the regular course of work. Notwithstanding anything to the contrary in this Section 2.04, you agree and acknowledge that you will not share or publish any excerpt or distribution of the Subscription Materials, Downloaded Content or Reports with the media or any third party (in any form) without our prior written consent. You further agree and acknowledge that the access and distribution of such Services shall comply, in all instances, with the Terms and any applicable law.

Section II.05 Usage Restrictions

You agree and warrant that your right to access and use the Services is subject to the following conditions. You shall not:

- (a) use the Services in a manner contrary to or in violation of any applicable laws;
- (b) copy, reproduce, transmit, modify, distribute, publicly display, use or disclose the Services, except as expressly permitted in the Agreement;
- (c) sell, rent, license, lease or commercially distribute the Services to third parties or use as a component of, or as a basis for, any material offered for sale, license, or commercial distribution, including using the Services as a primary source to create and/or maintain any market index or database that you publish or distribute to third parties;
- (d) distribute or make available any databases, interfaces, mobile platforms, or software programs comprising the Services;
- (e) share, in any way modify, adapt, translate, or make derivative works from or of the Services or otherwise reverse engineer, decompile, disassemble, or otherwise attempt to reduce any object code of any of the foregoing to human perceivable form or permit others to do so ;
- (f) use the Services, directly or indirectly, in any manner that could cause the Services so used to be a substitute for the Subscription Materials;
- (g) access or use the Services:

- (i) in order to build a competitive solution or to assist a third party or Affiliate to build a competitive solution, or
- (ii) to load test the Platform in order to test scalability or exceed the usage limits which may be specified by us;
- (h) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Services; or
- (i) allow web scraping, overuse, or replication of large portions of the Services.

Section II.06 Compliance With Laws, Rules, Regulations & Other Judicial Requirements

Both parties hereby agree that there is nothing in the Terms, or any other related policy including the Privacy Policy and any form, including the Subscription Form or Sign Up Form, that prohibit you from:

- (a) complying with request for records, information, or data that result from any judicial orders, decrees, inquiries, investigations and examinations by regulatory authority and
- (b) maintaining such records, information or data whose retention is required by you under the *Investment Advisers Act of 1940*, the *Commodity Exchange Act*, and any other securities or commodities related law, rule, or regulation.

Both parties also agree that to the extent that any provision described in the Terms, Privacy Policy, Sign Up Form or Subscription Form conflicts with Section 2.06, this section shall be authoritative and take precedence. This clause may not be subsequently amended or changed in any way without the express written authorization of both Parties.

Section II.07 Reservation of Rights

Notwithstanding anything to the contrary in Section 2.05, we reserve the right, in our sole discretion, to temporarily or permanently block access to the Services for violations of usage restrictions, including the ability to download or distribute any Subscription Materials, at any time without notice and effective immediately.

Section II.08 Internal Use

You have the right, if technically possible, to export the Offering to an internal file, and may use such exported Offering internally with a standard, commercially-available, third party program, and such Subscription Material so exported shall remain subject to the Agreement.

Section II.09 Your Responsibilities

You shall:

- (a) be responsible for Users' compliance with the Agreement;
- (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
- (c) notify us promptly of any known or suspected unauthorized access or use, and
- (d) use the Services in accordance with the Agreement, applicable laws, and government regulations.

You shall not:

- (e) make the Services available to anyone other than authorized Users;
- (f) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party intellectual property or privacy rights;
- (g) use the Services to store or transmit malicious code, which includes, without limitation, any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;
- (h) interfere with or disrupt the integrity or performance of the Services; or
- (i) attempt to gain unauthorized access to the Services or their related systems or networks.

Article III. REGISTRATION AND SECURITY

Section III.01 Registration and User ID

Some of the Services require secure login through a unique username and password (collectively, "**User ID**"). If Users access Services using secure User IDs, you agree as follows (and shall compel your Users to agree) for purposes of initial registration and general User ID security:

- (a) as part of the registration process, which may be necessary to obtain access to the Services, you shall provide certain truthful registration information to us (subject to all confidentiality obligations stated herein), with each registration being for a single User only;
- (b) Users shall have access to the Services during the Subscription Term through their User IDs, which may be used by Users to gain access to the Services only for so long as such Users are authorized to access and use the Offering in accordance with the Terms; and
- (c) you agree to treat the User ID as confidential and, as to the Users, not to disclose or share such User ID, either directly or indirectly, to or with any person other than as directed by you or permitted by us in writing.

Notwithstanding anything to the contrary stated herein, we shall not be liable to you or any third person or entity for any loss or damage arising from your failure to comply with these security requirements. If you intend or direct a User to sell or transfer a device on which the Services are accessed, you agree to remove any Services and delete all internet files (i.e. cookies) obtained by or through use of the Services that are stored on such device.

Section III.02 Audit and Monitoring

Subject to any confidentiality obligations contained herein, and unless you provide us with such information needed to confirm compliance by you with this Agreement within ten (10) days of our request for such information, we reserve the right to audit and monitor the use of the Services to ensure compliance with the Terms, and this Agreement and to maintain and improve the provision of the Services. Additionally, we may audit your use of the Services for compliance purposes relating to purpose, rights, license, registration and security, particularly regarding compliance with User ID and User Limit restrictions. You agree to cooperate with our audit and provide reasonable assistance and access to information. We shall not be responsible for any of your costs incurred in cooperating with the audit. We acknowledge that our audit of your use of the Subscription Materials shall not reasonably interfere with your duties and responsibilities under the *Investment Advisers Act of 1940* and any other applicable securities, law, rule, or regulation.

Article IV. FEES AND PAYMENT FOR SERVICES

Section IV.01 Fees

You shall pay all fees specified in all applicable Subscription Forms or Sign Up Forms. Fees are quoted and payable in United States dollars, unless otherwise specified. Fees are based on Offering purchased and not actual usage and are non-cancelable and non-refundable.

Fees are limited to those quoted on a Subscription Form, Sign Up Form or in a written agreement. For clarity, there are no fees or commitments associated with a Trial Period Offer. In the event of any conflict between the fee/payment terms of these Terms and a Subscription Form, Sign Up Form or any written trial period subscription agreement, the provisions of a Subscription Form, Sign Up Form, or written trial period subscription agreement will supersede.

Section IV.02 Invoicing and Payment

Use of the Offering is subject to timely payment by you for all fees required by, and in the manner described under, the applicable Subscription Form or Sign Up Form. You agree to provide us with:

- (a) complete and accurate billing and contact information;
- (b) if necessary, valid and updated credit card information;
- (c) if necessary, a valid purchase order; or
- (d) if necessary, alternative documentation reasonably acceptable to us.

If you provide credit card information to us, you authorize us to charge such credit card for the Offering listed in the applicable Subscription Form or Sign Up Form for the Subscription Term and any renewal or extension thereof. Such charges shall be made in advance, in accordance with the billing frequency stated in the applicable Subscription Form or Sign Up Form. If you require the generation of a valid purchase order, you acknowledge and agree to use reasonable efforts to generate the purchase order within five (5) days after acceptance of an applicable Subscription Form. If the Subscription Form specifies that payment will be by a method other than a credit card, we will invoice you in accordance with the relevant Subscription Form. Unless otherwise stated in the Subscription Form, invoiced charges are due in full within in advance or the applicable start of the Subscription and by wire transfer no later than thirty (30) days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information, and notifying us of any changes.

Section IV.03 Overdue Charges

If any charges are not received from you by the due date, then at our discretion by subject to applicable law:

- (a) such charges may accrue late interest at the rate of 2.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or
- (b) we may condition future Subscription renewals, Sign Up Forms and Subscription Forms on payment terms shorter than those specified in Section 4.02.

Section IV.04 Suspension of Service

Other than fees due and owing pursuant to written trial period subscription agreement, if any amount owing by you under this or any other applicable Subscription Form or Sign Up Form for our Services is overdue (or 10 or more days overdue in the case of amounts you have authorized us to charge to your credit card), we may, without limiting any other of our rights and remedies, suspend or terminate your access to the Services until such amounts are paid in full.

Section IV.05 Taxes

Unless otherwise stated, our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with purchases hereunder. To the extent, we have any legal obligation to pay or collect Taxes for which you are responsible under this paragraph; the appropriate amount shall be invoiced to and paid by you, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

Article V. PROPRIETARY RIGHTS

Section V.01 Reservation of Rights

We retain all Intellectual Property Rights in the Services. Except as expressly provided herein or in an applicable Subscription Form or Sign Up Form, use of the Services shall in no way be construed as conferring on you, a User, or any third party, any license or right, by implication, estoppel or otherwise, under any law, rule or regulation including, without limitation those related to Intellectual Property Rights. You acknowledge and agree that you and Users have no ownership rights in or to the Services and that, no such rights are granted hereunder. Except as provided in an applicable Subscription Form or Sign Up Form, the granting of any license herein does not affect the ownership of the Services, whether tangible or intangible. All present and future Intellectual Property Rights and all right, title and interest in and to the Services (including the right to exploit the Services and any portions of the Services) are reserved to us.

Section V.02 Feedback

If you provide us with any ideas, comments or suggestions relating to the Services ("**Feedback**"), we retain all rights in that Feedback, and anything created as a result (including new Services or any derivative works) are owned solely by us. For avoidance of doubt, none of your intellectual property or Confidential Information shall be considered Feedback.

Article VI. CONFIDENTIALITY

Section VI.01 Confidential Information

Neither Party will disclose the other Party's Confidential Information, except as set out herein. Recipient's obligation under this Agreement to treat information as Confidential Information does not apply to information that:

- (a) is already known to recipient at the time of disclosure and was not obtained, directly or indirectly, from discloser;
- (b) is independently developed by recipient without reference to or use of the discloser's Confidential Information;
- (c) is obtained by recipient from another source without a breach of any obligation of confidentiality owed by that source to discloser; or
- (d) is or becomes publicly available through no wrongful act of recipient or any party that obtained the information from recipient.

The recipient may also disclose Confidential Information to the extent recipient is served with a subpoena or other valid legal process, court, or governmental request or order requiring disclosure, or is otherwise required by law or securities exchange requirement to disclose, any of discloser's Confidential Information, recipient shall, unless prohibited by law, promptly notify discloser of that fact and cooperate fully (at discloser's expense) with discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing the subpoena, legal process, request, order, or requirement to the extent deemed appropriate by discloser. Recipient may comply with the subpoena or other legal process or requirement after complying with the foregoing sentence, but only to the extent necessary for compliance. A non-public disclosure made pursuant to the foregoing sentence will not, by itself, remove any Confidential Information from the protections of this Agreement.

Section VI.02 Obligations

You agree to safeguard the Services and User IDs against unauthorized use or disclosure with means at least as stringent as those you use to safeguard your own Confidential Information, and in no event with less than reasonable means. Recipient of Confidential Information shall disclose Confidential Information to its employees, independent contractors, or professional advisors who need to know it for the purpose of the Subscription and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient will ensure that those people and entities use the Confidential Information only to exercise the rights and fulfill the obligations set forth in the Agreement and in accordance with the confidentiality obligations applicable to the recipient's performance under the Agreement.

Section VI.03 Disposal

Notwithstanding anything to the contrary herein, upon the termination or expiration of the Agreement and/or applicable Subscription Form or Sign Up Form, or upon our request, you will immediately and securely destroy or return all such Confidential Information of ours in your possession.

Section VI.04 Injunctive Relief

You acknowledge and agree that in the event of any breach of the confidentiality obligations or Intellectual Property Rights contained in this Agreement by you, we could suffer irreparable harm and injury and no remedy at law may afford us adequate protection against, or appropriate compensation for, such injury. Accordingly, you agree that in any such event, we will be entitled, in addition to all other potential rights and remedies available to us at law, to seek immediate injunctive relief as may be granted by a court of competent jurisdiction.

Section VI.05 Privacy

Without limiting the generality of these this Agreement, your use of the Services is also subject to the terms of our privacy policy, available at www.hudson-labs//privacy-policy (the "Privacy Policy"), which is hereby incorporated into and made part of these Terms. Please carefully review the Privacy Policy, as it describes how we handle the information you provide when you use or access the Services. By accessing or otherwise using the Services, you signify that you have read, fully understand and consent to the collection and use (as set forth in the Privacy Policy) of this information and you agree to be legally bound by the Privacy Policy. We shall maintain commercially reasonable information security measures to protect all information provided by you through the Services and any information generated by the Services against accidental or unlawful modification, destruction or processing or unauthorized disclosure, use or access, such physical, procedural, technical and general organizational security measures being no less than that used by us to protect our own Confidential Information.

Article VII. WARRANTIES AND DISCLAIMERS

Section VII.01 Warranties

Each party represents that:

- (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; and
- (b) it has the power and authority to enter into and perform all of its obligations under this Agreement.

Section VII.02 Disclaimer

Except as expressly provided herein, the Services are provided on an "as is" and "as available" basis. None of us, our Affiliates or any of our respective, shareholders, officers, directors, employees, contractors or agents (collectively, "our Parties") guarantee the accuracy, completeness, timeliness, reliability, suitability or usefulness of any portion of the Services. None of our Parties warrant that the Services will be uninterrupted or error free or that the Services are free of computer viruses or other harmful elements. You expressly agree that the entire risk as to the quality of the Services and the accuracy, timeliness or completeness of the Services is assumed solely by you. Our parties do not make any warranties, express or implied, statutory or otherwise, regarding the Services and hereby specifically disclaims and all representations, conditions, endorsements, guarantees and warranties, express or implied, regarding the Services including without limitation the implied warranties of merchantability and fitness for a particular purpose, title and non-infringement or third-party rights. Your sole and exclusive remedy for dissatisfaction with the Services is to stop using the Services. Our parties do not agree to any obligations of confidentiality, nondisclosure or non-use, except as explicitly provided herein, in an applicable Subscription Form, Sign Up Form or in the Privacy Policy.

Section VII.03 No Professional Advice

None of the Services constitute investment advice or other professional advice, opinion or recommendation by us. We do not claim to be and are not brokers, dealers or investment advisors and nothing herein shall constitute a recommendation with respect to any trade in any securities or companies. You make your own investment decisions, if any, based upon your personal due diligence, investigation and other personal investment criteria. You assume all responsibilities and

obligations with respect to any decisions, advice, conclusions, investment strategies or recommendations made or given as a result of the use of the Services, including without limitation any decision made or action take by you in reliance upon the Services. As a condition to your use of the Services, you hereby waive and release any and all claims, causes of action or other rights you might have against any of our Parties arising out of or relating to the review of any of the Services.

Section VII.04 Third-Party Components and External Websites

The Platform relies on receipt of data from third party software and/or use of other third party technology that is made available to you as part of the Services (“**Third Party Components**”) and to which you may be granted access at our discretion. You may only access the functionality of the Third Party Components as part of and in the course of receiving the Subscription Materials through the Platform. You may not make or attempt any direct access to any such Third Party Components other than access intentionally provided by us in connection with its limited rights to the Offering. All Third Party Components are the property of their respective third party suppliers, and if required under the Platform. Such third party suppliers reserve all rights to the Third Party Components, including all related Intellectual Property Rights therein. You agree not to contest the ownership of any Third Party Components nor use any trademark or service mark belonging to a third party supplier. All limitations, restrictions and obligations applicable to the Platform set forth in this Agreement shall also apply to your use of the Third Party Components. Further, the Platform and Subscription Material may contain links to external websites and information provided on such external websites by third party service providers. We shall not be responsible for the contents of any linked website, or any changes or updates to such sites. You further agree that we shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any information, data stream, goods or services available on or through any such linked website or any such Third Party Component.

Article VIII. INDEMNIFICATION

Section VIII.01 Our Indemnification

You agree to indemnify, defend, and hold our Parties harmless, from and against any and all losses, damages, liabilities, penalties, deficiencies, actions, judgements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees and the costs of enforcing any right to indemnification hereunder and the costs of pursuing any insurance providers (collectively, the “**Losses**”) incurred by our Parties in connection with any actual, threatened, or potential actions, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violations, proceeding, litigation, citations, summons, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at law, in equity or otherwise (collectively, “**Claim**”) by a third party to the extent that such Losses arise out of or relate to:

- (a) your access to or use of the Offering;
- (b) your breach of the Terms or this Agreement, or the Privacy Policy; or
- (c) the infringement by you, including any unauthorized use of your account, of any Intellectual Property, Intellectual Property Rights or other right of any person or entity.

We shall promptly notify you of any Claim for which indemnification is sought, following actual knowledge of such Claim, provided however that the failure to give such notice shall not relieve you of your obligations hereunder except to the extent that you are materially prejudiced by such failure (and then only to the extent of such prejudice). In the event that any Claim is brought, you shall have the right and option to undertake and control the defense of such action with counsel of your choice, provided however that we may undertake and control such defense in the event of the material failure of you to undertake and control the same.

Section VIII.02 Your Indemnification

We agree to indemnify, defend, and hold you harmless, from and against any and all Losses incurred by you in connection with any actual, threatened, or potential Claim by a third party to the extent that such Losses arise out of or relate to:

- (a) our breach of the Terms or this Agreement, or the Privacy Policy; or
- (b) the infringement by us, of any Intellectual Property, Intellectual Property Rights or other right of any person or entity.

You shall promptly notify us of any Claim for which indemnification is sought, following actual knowledge of such Claim. In the event that any Claim is brought, we shall have the right and option to undertake and control the defense of such action with counsel of our choice. You shall not consent to judgment, concede, settle, or compromise any Claim without our prior written approval.

Article IX. LIMITATION OF LIABILITY

This Article IX states our entire liability and your sole and exclusive remedy for claims and actions related to the Services.

Section IX.01 Limitation of Liability

Except for our gross negligence, fraud or willful misconduct or as otherwise required by applicable law, in no event shall our aggregate liability arising out of or related to this Agreement under any theories of recovery or liability, including the use or inability to use the Services, whether in contract, tort or under any other theory of liability, exceed the annual subscription amount paid by you for a one year subscription for the twelve (12) month period in which the Claim or incident, whichever is less, occurred.

Section IX.02 Exclusion of Consequential and Related Damages

In no event shall we be liable to you for any lost profits or revenues, loss of data, use, income, profit or savings or for any indirect, special, incidental, exemplary, consequential or punitive damages however caused, whether in contract, tort, breach of warranty, negligence and strict liability, or under any other theory of liability, and whether or not we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion or liability for incidental or consequential damages. Notwithstanding the foregoing, this Agreement shall not limit any liability for death or person injury directly resulting from our negligence if and to the extent such limitation would violate applicable law. No action, regardless of form, arising out of or pertaining to the Services may be brought by you more than two years after the cause of action has accrued.

Article X. TERM AND TERMINATION

Section X.01 Term of Agreement

For a Subscription Form or Sign Up Form, this Agreement will commence on the first day of the initial term set forth on your first Subscription Form and will continue in effect until the earlier of:

- (a) the expiration of the Subscription Term noted in the Subscription Forms or Sign Up Forms applicable to you (including any renewal periods unless notice of non-renewal is provided); and
- (b) the termination of this Agreement in accordance with its terms (the "**Subscription Term**").

For a Trial Period Offer, this Agreement will commence on the first day set forth in your Trial Period Offer and will continue in effect until the earlier of:

- (c) the last day of all Trial Period Offers applicable to you; and
- (d) the termination of this Agreement in accordance with its terms (the "**Trial Term**") There is no renewal applicable to the Trial Term.

Section X.02 Term of Purchased Offering

Subscriptions Terms shall be as specified in an applicable Subscription Form or Sign Up Form. Subscription Terms will automatically renew for additional subscription periods equal to the expiring Subscription Term, or written subscription agreement, unless either Party provides written notice of non-renewal at least fifteen (15) days prior to the end of the relevant Subscription Term. Pricing for a Subscription during any renewal term may increase by up to 10% above the applicable pricing in the prior Subscription Term to the current per-unit list pricing, unless we provide you with notice of different pricing at least thirty (30) days prior to the applicable renewal term. Except as expressly provided in an applicable Subscription Form or Sign Up Form, renewal of any promotional or one-time priced Subscriptions may be priced at the certain list price in effect at the time of the applicable renewal.

Section X.03 Termination

A Party may terminate this Agreement by providing written notice to the other Party upon the occurrence of any of the following events:

- (a) The other Party has committed a breach of terms of this Agreement.
- (b) The other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or has a receiver appointed over all or substantially all of its assets, or any proceeding is demanded by, for, or against the other party under any provision of.

Section X.04 Effects of Termination

Upon termination or expiration of for any reason:

- (a) all licenses or use rights granted to you will terminate immediately, as will all our support and maintenance obligations, if any;
- (b) You shall (and shall ensure all Users) immediately cease using the Services and you shall remove all copies of the Services from your computers and systems and in your possession and control, except that you may retain

Services in aggregate form, that is included in Reports that were created by you prior to the date of termination, in accordance with this Agreement;

- (c) You shall irretrievably destroy all copies of the Services, and our other related Confidential Information and Intellectual Property in your possession;
- (d) You shall provide to us with a written certification signed by an authorized officer certifying that you have complied in full with the foregoing; and
- (e) all fees and other charges provided for in this Agreement or in any Subscription Form or Sign Up Form that were due and payable prior to the date of the termination will become immediately due and payable, In no event shall any termination relieve you of the obligation to pay any fees payable to us for the period prior to the effective date of termination to the extent not paid or overdue.

Section X.05 Surviving Provisions

Article IV, Article V, Article VI, Article VII, Article VIII, Article IX, Section 10.04, this Section 10.05, Article XI, and Article XII shall survive any termination or expiration of the Agreement.

Article XI. NOTICES, GOVERNING LAW AND JURISDICTION

Section XI.01 Notices

You acknowledge that you are contracting with the following entity under the Agreement, and should direct notices under the Agreement to: info@hudson-labs.com.

Section XI.02 Manner of Giving Notice

Except as otherwise specified in the Agreement or an applicable Subscription Form or Sign Up Form, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon:

- (a) the first business day after sending by email, or
- (b) by posting on the website, if applicable.

Notices to you shall be addressed to the customer business contact designated by you in the relevant Subscription Form or Sign Up Form, and in the case of billing-related notices, to the relevant customer billing contact designated by you.

Section XI.03 Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada, as applicable therein, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction, as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. Each Party consents to the exclusive jurisdiction provincial courts of Ontario located in the City of Toronto.

Article XII. GENERAL PROVISIONS

Section XII.01 Export Compliance

In addition to the requirements contained in these Terms, you will not export or re-export, directly or indirectly, any Services, our Confidential Information or other deliverables contrary to all applicable export laws or when using or accessing the Services.

Section XII.02 Material Non-Public Information

We will use reasonable efforts to ensure that the Subscription Materials will not contain any MNPI. The Subscription Materials and all information that is provided pursuant to this Agreement shall:

- (a) be based upon information available to the public from sources reasonably believed to be reliable;
- (b) not have been obtained through any act of misappropriation or unlawful means by any person; and
- (c) not violate any obligation of confidentiality or other duty owed by us to a third party, who is the source of such information.

Section XII.03 Relationship of the Parties

The relationship between the parties is that of independent contractors. This Agreement is not to be construed as creating any partnership, franchise, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

Section XII.04 No Third-Party Beneficiaries

Except for any of our third party suppliers and licensors and our Parties as applicable, there are no third party beneficiaries to the Agreement.

Section XII.05 Waiver and Cumulative Remedies

No failure or delay by either Party in exercising any right under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

Section XII.06 Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

Section XII.07 Assignment

Party has the right, without the prior written consent of the other party, to assign or transfer this Agreement, or any part of this Agreement. Except as provided herein, any attempt to assign or transfer all or any part of this Agreement without first obtaining that written consent will be void and of no force or effect.

In the event of a change of control of you, or if you are merged with, acquired by, or acquire another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event will be deemed an assignment by you subject to this Section, and you shall not permit that other entity to use the Services or otherwise make any expanded use of the Services provided by us as a result of that event unless and until we provides our written consent.

Section XII.08 Amendment

We may change any part of this Agreement (including any terms or documents incorporated by reference in this Agreement) at any time by posting the revised terms on our website. It is important for you to review this Agreement before using our Services and from time to time, though we will notify you of any changes that, in our sole discretion, materially impact this Agreement. You shall have the right to terminate this Agreement in that any amendments to this Agreement materially impact your rights or usage of the Subscription. The updated Agreement will be effective as of the time of posting, or on such later date as may be specified in the updated Agreement, and your continued use of the Services after any such changes are effective will constitute your consent to such changes. Except for changes made by us as described here, no other amendment or modification of this Agreement will be effective unless set forth:

- (a) in a Subscription Form issued by us and signed by you; or
- (b) in an agreement signed or otherwise agreed in writing by both you and us.

Section XII.09 Entire Agreement

The Agreement, including all Subscription Forms and Sign Up Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions of the Terms and any Subscription Form or Sign Up Form, the provisions of the Subscription From will prevail to the extent of the conflict or inconsistency. Notwithstanding any language, to the contrary therein unless explicitly contemplated hereby, no terms or conditions stated in your purchase order or other order documentation shall be incorporated into or form any part of the Agreement, and all such terms or conditions shall be null and void.