

OMIQ Platform Terms of Service

Last updated: May 9, 2025

PLEASE READ THE FOLLOWING TERMS OF SERVICE (“TERMS”) CAREFULLY BEFORE USING THE OMIQ PLATFORM. USE OF THE OMIQ PLATFORM WILL SIGNIFY YOUR AGREEMENT TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE OMIQ PLATFORM.

By using this website, and all related tools and services (collectively the “Services”), you indicate your unconditional acceptance of the following Terms of Service. The Terms may be accepted in any manner indicating acceptance, including, but not limited to, (i) in any click-through contract which states that it is subject to these Terms; (ii) by clicking on a button or checking a checkbox for the acceptance of these Terms; or (iii) registering to, using or accessing the Omiq Platform (each manner of accepting these Terms, an “Order Form”). Throughout these Terms of Service, “you” or “your” refers to you as the user accessing or using any of the Services, or if you are using the Services on behalf of an entity, such as your employer, “you” or “yours” refers to that entity (collectively also referred to as “User”). You represent and warrant that you have the legal right and capacity to enter into these Terms of Service in your jurisdiction, and if you are using the Services on behalf of an entity, you represent and warrant that you are authorized to agree to these Terms of Service on the entity’s behalf. “Omiq”, “we”, “us”, or “our” shall refer to Omiq, LLC.

You may be accessing and using the Services in connection with an agreement (“Service Agreement”) between us and a third party to enable one or more of its employees or contractors to act as a user of the Services (an “Enterprise Account”). The parties (you and us) agree and acknowledge that, if you are accessing or using the Services in connection with an Enterprise Account, that the Service Agreement will supersede these Terms of Service in the event of a conflict.

We reserve the right to change these Terms of Service from time to time for any reason, which shall be effected by posting of the updated Terms of Service on the Website. These Terms of Service apply to all the services and features available on the Website unless otherwise expressly indicated herein or on the Website.

1. Scope of Service, Grant of License, Registration and User Responsibilities.

- a. Services and OMIQ Platform. Omiq provides the Services as services to the User community, subject to these Terms of Service. The

available Services include a platform (the “OMIQ Platform” or “Platform”) to help our Users manage, share, analyze and utilize scientific data and similar or related services. As between the Parties, we own all rights, title, and interest in and to the OMIQ Platform, including all intellectual property and proprietary rights therein. Except as expressly as stated in these Terms, Omiq does not convey any rights to you. We reserve the sole right to either modify or discontinue the site, including any of the site’s Services and features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

- b. Grant of License. Either (a) in consideration of the payment of applicable fees or (b) on a limited, free, no-obligation trial basis, we hereby grant to you a limited, non-exclusive, non-transferable (except as set forth herein), right to access and use the Services specified in each Order Form in accordance with the terms and conditions set forth herein during the applicable term of each Order Form, including any subsequent renewals. You accept and agree to these Terms by doing any of the following: (a) signing, written or confirmed acceptance of a Order Form; (b) issuing a purchase order referencing the Order Form; (c) using the relevant Services specified in the Order Form; or (d) making any payment for the relevant Omiq Services specified in the Order Form. The use of pre-printed forms, including, but not limited to, purchase orders, e-mail, or acknowledgements, will be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect. No Order Form issued to us shall be binding unless and until we have accepted the Order Form. We may accept an Order Form by countersigning and returning a copy of the same, by expressly confirming acceptance by email or website pop-up acknowledgement, or by commencing delivery of the requested Omiq Product(s). No Order Form will otherwise be deemed binding upon us merely by our inaction or the passage of time. You and any User may solely use the Product(s) solely for their intended purpose.
- c. Limitations. You are responsible for obtaining any equipment and Internet service necessary to access our Services, including without limitation the Platform, and for paying any fees for the Services you select from time to time. We may alter, suspend, or discontinue our Services, in whole or in part, at any time and for any reason, without

notice. We may restrict access to portions of our Services, including without limitation the Platform, for some or all users, from time to time. The Services may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons.

- d. Support and Documentation. Omiq provides technical support for the Services through its online help center available at <https://help.omiq.ai>. Requests for support must be submitted through the help center.
- e. Registration. In order to use the Services, you are required to complete a registration form, provide an email address and create a password ("Login Credentials") and provide us such other information as we deem necessary or appropriate for us to provide you Services. During any such registration, you are required to give truthful information. You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including without limitation financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials. You are responsible for keeping your registration information up to date through your Account Settings page. You grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to the Omiq's Privacy Policy located at <https://www.omiq.ai/privacy-policy>, which is specifically incorporated by reference into these Terms of Use.
- f. Protection of Login Credentials. In general, the Services are provided on a per user subscription basis. You agree not to share your Login Credentials with any other person for any purpose, specifically including the purpose of enabling a third party to use the Services utilizing your log-in credentials. You further agree to use reasonable measures to protect the secrecy of your Login Credentials and to notify us immediately if the secrecy of your Login Credentials is compromised.
- g. Communications from Omiq. We send all Users certain communications such as product announcements, administrative messages and newsletters. You may opt-out from receiving

newsletters from us but may not opt-out from receiving product announcements and administrative messages.

2. Data and Content Rights and Obligations.

- a. Submitted Data. You may submit, store, transmit, or publish data to Omiq from time to time during the Term ("Submitted Data"); provided that such Submitted Data shall only be provided to Omiq and the Platform in compliance with applicable law and regulation and your rights in such Submitted Data. As between the parties, you own all rights, title, and interest in and to the Content in the accounts for which you are the account owner and your Confidential Information, including all intellectual property and proprietary rights therein. Except as expressly set forth herein, Omiq acquires no right, title, or interest from you in or to your Content or Confidential Information. You grant to Omiq a royalty-free, worldwide, non-exclusive license to use, copy, modify, and distribute Submitted Data to provide you the Services. Except as otherwise agreed by you and Omiq, Omiq may delete all Submitted Data ninety (90) days after a User's subscription has lapsed/expired unless renewed within this time frame. You hereby grant to Omiq the non-exclusive right to aggregate the Submitted Data, such that such aggregated data is anonymized and de-identified or otherwise contains only non-personal information that does not directly or indirectly identify you or any individual and that cannot, with reasonable effort, be used to re-identify you or any individual ("Aggregated Data") and to analyze, copy, use and disclose Aggregated Data during and after the Term of these Terms of Service to improve the quality and overall experience of our Services and other business purposes.
- b. Your Content Generally. You are solely responsible for any User Content that you submit, use, display or share on or via the Service. You must not submit, upload, post, display or share any User Content that you do not have the right to copy, use or share for the purpose of your use of the Services. If you choose to provide User Content, you agree that you will provide accurate, complete, and up to date information as requested on the screens that collect information from you.
- c. User Representations. You represent and warrant that: (i) you own the User Content submitted and used by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Service; (ii) the submission and use of your User Content on or through the Service does not violate any applicable

laws or violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you submit or use on or through the Service. Except as set forth above, the User Content is provided by you "AS IS".

- d. **Monitoring.** We have the right, but not the obligation, to monitor User Content submitted to our Services, to determine compliance with these Terms of Service and any other applicable rules that we may establish. We have the right in our sole discretion to edit or remove any material submitted to or posted through our Services. Without limiting the foregoing, we have the right to remove any material that Omiq, in its sole discretion, finds to be in violation of these Terms of Service or otherwise objectionable, and you are solely responsible for the User Content that you post to our Services.
 - e. **Required Disclosures.** You acknowledge and agree that Omiq may store and/or preserve User Content and may also disclose User Content and/or other information provided by you if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of these Terms of Service; (c) respond to claims that any User Content violates the rights of third-parties in accordance with these Terms of Service; and/or (d) protect the rights, property, or personal safety of Omiq, its representatives and/or agents, its users or the public.
3. **Confidential Information.** Each party agrees: (i) that it will use reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized in writing by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by these Terms or by the other party. As to Omiq, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Service(s) that are not available to the general public via the public internet (including screen shots of the same), future product plans, any Service documentation or specifications provided to you, the commercial terms (including pricing) of these Terms and any Order Form (but not the mere existence of these

Terms), audit, performance and security test results (whether conducted by Omiq or you), and any other proprietary, financial or business information supplied to you by us. As for you, the term “Confidential Information” includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Services(s), and User Content (including personally identifiable data). Notwithstanding the foregoing, “Confidential Information” shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. Notwithstanding the foregoing, it shall not be a breach of these Terms to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of these Terms; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

4. Intellectual Property.

- a. Ownership of the Platform and Other Content. You acknowledge that the structure, organization, and code used in conjunction with the Services, including without limitation the Platform, and all content available via the Services are proprietary to Omiq and/or Omiq’s supplier(s), and that Omiq and/or its suppliers retain exclusive ownership of the Services and Platform, documentation, and any other intellectual property rights relating thereto, including all modifications, enhancements, derivatives, and other software and materials relating to the Platform, and all copies thereof whether pre-existing or developed in the future (“Omiq Content”). The Omiq Content may contain errors, defects or inaccuracies. Omiq reserves the right to make changes to the Omiq Content without obligation to issue any notice of such changes.
- b. Trademarks. The service marks and trademarks of Omiq, including without limitation “Omiq”, “OMIQ”, and the Omiq logos, are service marks owned by Omiq, LLC. Any other trademarks, service marks, logos and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent

of the owner. You shall not remove any proprietary, copyright, trademark, or service mark legend from any Omiq Content.

- c. Use of Omiq Content. You may view, copy, and download Omiq Content that is made available to you on our Website or through our Services, subject to the following conditions:
 - i. You shall not have the right to copy or download any Omiq Content unless explicitly permitted by Omiq.
 - ii. You may only use the Omiq Content for your own research and development and educational purposes in compliance with all laws and regulations that apply to you.
 - iii. You shall not sell, transfer, publish, disclose, display, distribute, transmit, perform, license or otherwise commercially exploit the Omiq Content or copies thereof to others. You may not resell the Services or use the Services to provide substantially-similar services to any third party.
 - iv. Except as otherwise expressly permitted by these Terms of Service, you may not copy, otherwise reproduce, modify, or adapt the Omiq Content in whole or in part, including without limitation by posting the Omiq Content on any network computer or distributing the Omiq Content on or in any media.
 - v. You agree to make all necessary and reasonable efforts to comply with the above provisions in the same manner which you take to secure and protect you own intellectual property rights, but no less than reasonable care, in order to maintain Omiq's rights therein.
- d. No Other Rights. Nothing contained within our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use our Services or any Omiq Content or trademarks displayed on our Services, except: (a) as expressly permitted by these Terms of Service; or (b) with Omiq's prior written permission or the permission of the third party that owns the trademark or copyright of the Omiq Content displayed on our Services.
- e. Suggestions. You may provide Omiq with suggestions for improvements, modifications or enhancements to the Services from time to time in connection with the Services ("Suggestions"). All such Suggestions are provided "AS IS." You hereby grant to Omiq a non-exclusive, royalty-free, perpetual, irrevocable license under all Suggestions and all intellectual property rights therein, to copy, use and modify such Suggestions and to make, have made, use, import,

offer to sell and sell products and services incorporating such Suggestions.

5. Copyright Infringement; Notice and Take Down Procedures.

Omiq accepts notices of copyright infringement filed in accordance with the requirements of the Digital Millennium Copyright Act (“DMCA”). If you believe that any content on our Services infringes your copyright, please see our Copyright Policy for instructions on how to file a notice of infringement.

6. Analysis Tools; Third party links.

- a. Analysis Tools. We currently make available Analysis Tools through our Services. Each such Analysis Tool is provided “AS IS” except for any third party warranties or other contractual commitments set forth separately via the Website specifically with respect to such Analysis Tools. Use or download of Analysis Tools may be subject to additional license agreement terms made available on our Website from time to time (each, a “Tool License Agreement”). We may provide certain information or descriptions about Analysis Tools or other third party products or services (collectively “Tool Descriptions”) that we prepare or that we obtain from independent third parties, such as from third party vendors. We do not warrant that Tool Descriptions are accurate, complete, reliable, current, or error-free. You agree that Omiq is not liable in any way for the accuracy, completeness or timeliness of the Tool Descriptions or other Omiq Content, or for any decision made or action taken by you relying upon the Tool Descriptions or other Omiq Content.
- b. Third Party Links. Our Services may provide you with the ability to link to external sites, or download content from third party sites, from time to time. Any such external links on our Services will lead to other websites, including to products or content sold or otherwise made available by outside vendors and companies. If we provide any such links it is as a convenience to you, and we are not liable for the content, goods, services, advertising, or other materials found on any external websites. Any logo of a third party used on the Website is a trademark of such third party or its affiliates.
- c. No Endorsement. In no event shall any reference to any third party or third party product, content or service be construed as an approval or endorsement by Omiq of that third party or of any product, content or service provided by a third party. Likewise, a link (including without limitation external websites that are framed by the Services as well as any advertisements displayed in connection therewith) to any third

party website does not imply that we endorse or accept any responsibility for the content or use of such a website.

7. Prohibited Conduct.

- a. Standards of Conduct. You agree that you will not engage in the following conduct and will not authorize or aid others in doing so:
 - i. Transmit or submit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, or otherwise objectionable, as determined by Omiq.
 - ii. Submit User Content you know is false, misleading, untruthful, or inaccurate.
 - iii. Utilize any automated means, including without limitation scraping, to obtain content from the Services, with the exception of authorized use of the OMIQ Platform API.
 - iv. Post User Content which infringes another's copyright, trademark or trade secret.
 - v. Impersonate another person.
 - vi. Introduce viruses, worms, Trojan horses and/or harmful code to the Services or implement a denial of service attack or introduce or implement any other code or routine which results in disruption or damage to the Services.
 - vii. Reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Services or any software component of the Services or the Analysis Tools, except to the extent permitted by any separate Tool License Agreement applicable to such Analysis Tools as may be provided by Omiq from time to time.
 - viii. Alter, damage or delete any data other than your own User Content or retrieve or record information about the Services or its uses.
 - ix. use the Analysis Tools without agreeing to the terms and conditions .
 - x. run any automated or manual technology testing or tools, including security or load testing, that may affect performance or availability of the system.
 - b. Spamming. You agree not to use the Service for the transmission of "junk mail," "spam," "chain letters," "phishing" or unsolicited mass distribution of email. We reserve the right to terminate access to the Service for any User if there are reasonable grounds to believe that the Service has been used in contravention of this paragraph.
- Consequences of Breach. Without limiting its other remedies for a

breach of these Terms of Service, we reserve the right to suspend or terminate any part or portion of the Services or terminate your access to the Services if we reasonably believe that you are misusing or abusing such Services or are otherwise in breach of these Terms of Service. Nothing in this Section 6 imposes on us an obligation to supervise or monitor your use of the Services.

8. Subscriptions; Payments.

- a. Fees. We may make available the Services for free or for a fee from time to time. We reserve the right to change our fee structure at any time. If you purchase any Services that we offer for a fee, you agree to pay Omiq directly or via a third party payment processing service provider. All fees are non-cancelable and non-refundable. You also agree to pay the applicable fees for such Services as they become due plus all related taxes. You also agree to pay fees that may accrue after termination, where Submitted Data remains hosted on the Platform, and any costs or fees arising from transitioning Submitted Data to a third party or deleting it upon termination.
- b. Payment. You agree that Omiq may charge your payment method for any services, subscriptions or products you purchase and for any additional amounts (including any taxes, late fees, and overage fees, as applicable) that may be accrued by or in connection with your account associated with your Login Credentials. Omiq may require advance payment for some or all of the Services and may impose technical limitations which limit incurrence of fees beyond pre-paid amounts; provided that Omiq is not obligated to implement such limitations. Any such technical limitations may delay or interfere with the Services. You are responsible for the timely payment of all fees and for providing Omiq with a valid payment method for payment of all fees through one of the methods that we list on our Services from time to time.
- c. Billing and Payment Policy. By submitting your payment account information, you grant us the right to store and process your information with a third party payment processing service provider, which may change from time to time; you agree that we will not be responsible for any failures of the third party to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of the third party payment service in addition to these Terms of Service.
- d. Limits, Caps for Storage and Dedicated Compute Time. Relevant limits to the amount of storage and dedicated compute time that your

user account will have access to through the Services, and any related overage fees, are dependent on the specifics of your subscription agreement with us. Usage of resources beyond these limits may incur fees or trigger technical limitations that prevent additional usage beyond allocated limits.

9. Disclaimer of Warranty.

THE SERVICES ARE SOLELY FOR RESEARCH AND DEVELOPMENT AND EDUCATIONAL PURPOSES, NOT FOR ANY DIAGNOSIS OR TREATMENT OF ANY HUMAN DISEASE OR CONDITION. USE OF THE SERVICES AND ANY OMIQ CONTENT IS ENTIRELY AT YOUR OWN RISK. ALL MATERIALS AND SERVICES ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTIES FROM COURSE OF TRADE, COURSE OF DEALINGS OR STATUTORILY. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. OMIQ AND ITS AFFILIATES AND LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY RESULTS GENERATED THROUGH THE USE OF THE WEBSITE OR SERVICES..

10. Indemnification.

- a. By using our Services, you agree to indemnify and hold harmless Omiq from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to, attorneys' fees, resulting directly or indirectly from a claim by a third party (each a "Claim") that arises in

connection with your use of the Services and any User Content that you submit for use in connection with the Services.

- b. During the term of this Agreement, we agree to indemnify and hold you harmless from Claims arising out of or relating to an allegation that the use of the Service in accordance with the terms of this Agreement infringe a third-party's intellectual property rights. Notwithstanding the foregoing, we will not be obligated to indemnify you if an infringement Claim arises from: (a) User Content; (b) misuse of the Product; (c) your use of the Services in combination with any products, services, or technology not provided by us; or (d) continued use of a Product after written notice by us to discontinue use. If an infringement Claim is made or threatened, we may, in our sole discretion: (i) replace or modify the infringing Service so that it is non-infringing (but materially functionally equivalent); (ii) procure the right for you to continue its use of the Product; or (iii) notwithstanding our obligation to indemnify, terminate use of the infringing Product and refund any unused prepaid fees covering the terminated portion of the Service.
- c. The Party seeking indemnification will provide the other Party prompt written notice of any Claim. We will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at its own discretion. You may not settle or compromise any indemnified claim, action or allegation, except with our prior written consent. We may not, without your prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on you or includes an admission of fault by you. You shall give such non-monetary assistance and information as we may reasonably require to settle or defend indemnified claims.

11. Limitation of Liability.

- a. Disclaimer. NEITHER PARTY SHALL BE LIABLE TO ANY USER OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES, BUSINESS PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE SERVICES OR ANY INFORMATION CONTAINED THEREIN, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- b. Limitation. EACH PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM THESE TERMS OF SERVICE OR THE

SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF (I) \$200.00 OR (II) THE AMOUNTS YOU HAVE PAID TO OMIQ FOR THE SERVICES, IF ANY, IN THE THEN-PRIOR TWELVE (12) MONTH PERIOD. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

- c. Waiver of Class Action. ANY CLAIMS BROUGHT BY YOU OR OMIQ MUST BE BROUGHT IN THAT PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- d. Exclusions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO YOU.

12. Disputes; Release.

- a. Disputes Among Users. Neither Omiq nor its affiliates or licensors is responsible for the conduct, whether online or offline, of any User of the Service. We expressly disclaims any liability or claims that may arise between Users or between Users and third party vendors. You are solely responsible for your interactions with all other Users and for your interactions with third party vendors and any disputes that arise from those interactions with other users or third party vendors.

13. Minors.

Collecting personal information from children under the age of 18 ('minor children') through the Services is prohibited. No Content should be directed toward minor children. Minor children are not eligible to use the site, and we ask that they do not submit any personal information to us. You represent and warrant that you are at least 18 years of age.

14. Export Control and Sanction Compliance.

You understand that the goods, technology, and services that are the subject of this Agreement are subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the United States Department of the Treasury's Office of Foreign Assets Control and the United States Department of State. In connection with this Agreement, each party will comply with all applicable import, sanctions, anti-boycott, export, and trade

control laws and regulations, including all such laws and regulations that apply to a U.S. company and/or to U.S.-origin goods and technology. You represent and warrant that neither you nor your financial institutions nor any party acting on your behalf (i) located, organized, or resident in a jurisdiction that is the target of comprehensive sanctions (including Cuba, Iran, Syria, North Korea, or the occupied Ukrainian territories of Crimea, Donetsk, and Luhansk); (ii) the target of sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the List of Specially Designated Nationals List and Blocked Persons, and the Foreign Sanctions Evaders List of maintained by the U.S. Department of Treasury, and the Entity List and Military End-User List of maintained by the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority; (iii) owned 50% or more or controlled by a person described by (i) or (ii); or (iv) not directly or indirectly involved in the development, production, stockpiling or use of chemical and/or biological weapons. Any breach of this Section is a material breach of these Terms and we may immediately terminate these Terms.

15. Term and Termination.

- a. Term. The term of the Services with respect to each User (the “Term”) begins upon the User’s authorized access to, and/or use of, the Services and continues until such access and/or right to use the Services ceases or expires, including upon any termination of the Term by us.
- b. Renewals. The Term shall automatically renew for an additional one-year terms unless you provide us with written notice of your intent not to renew at least thirty (30) days prior to the expiration of the current Term.
- c. Suspension. We may suspend your account or temporarily disable access to all or part of the Service if we suspect any illegal or prohibited activities. We may terminate a suspended account or disabled account after thirty days.
- d. Termination. Either party may terminate these Terms: (i) upon 30 days written notice if the other party is in material breach of these Terms (e.g., non-payment of undisputed fees) and fails to cure such breach within the notice period; or (ii) with immediate effect if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 60 days. If you terminate these Terms under Section 6(d)(i), we will refund you the unused prepaid fees covering the terminated portion of the Product. If you terminate these Terms for any other reason, you will not be entitled to a refund of any

prepaid fees. This Section 6(d) states our entire obligation and your sole remedies in connection with any claim regarding termination.

- e. Effect of Termination. On termination of these Terms, (i) all Order Forms will terminate; (ii) we will disable your access to the Service(s); (iii) you will immediately pay any accrued but unpaid and undisputed fees; (iv) each party will return and make no further use of, or destroy (subject to each party's automated deletion schedule and back-up policy), any Confidential Information belonging to the other party, subject to (v); and (v) provided you have permanently closed its account, we will delete all User Content therein in accordance with its automated deletion schedule and back-up policy. Any terms that by their nature survive termination or expiration hereof, will survive.

16. Governing Law.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Santa Clara County, California and both parties hereby submit to the personal jurisdiction of such courts.

17. Privacy Policy

Our Privacy Policy, which is available at [this location](#) and incorporated herein by reference, is applicable to your use of this site and the Services. Please review it.

18. Miscellaneous.

- a. Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Service was developed fully at private expense. All other use is prohibited.
- b. Publicity. You agree that we may identify you as a recipient of the Service and use your logo in sales presentations, marketing materials, press releases and financial presentations provided that we use your logo in accordance with your logo guidelines.

- c. Force Majeure. A party to these Terms will be excused from performance under these Terms for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event.
- d. Headings; Severability. The headings of the sections of these Terms of Service have been inserted only to facilitate reference and shall not be taken as being of any significance whatsoever in the interpretation of the Terms of Service. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.
- e. Assignment. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under these Terms without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, we may subcontract the provision of Service in whole or in part to our affiliates. Any purported assignment or transfer in violation of this Section 18(f) is void.
- f. No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.
- g. Waiver. The delay or failure of a Party at any time to enforce a right or remedy available to it under these Terms with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.
- h. Relationship of the Parties. Each Party is an independent contractor in the performance of these Terms, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with these Terms.
- i. Entire Agreement. These Terms of Service constitute the entire agreement between, or, as appropriate, among, the parties relating to the subject matter herein. No other amendment of these Terms of Service shall be effective unless agreed in writing by you and Omiq.

Notwithstanding the foregoing, any Tool License Agreement applicable to Analysis Tools shall take precedence over these Terms of Service in the event of a conflict.

- j. Counterparts. These Terms and any Order Form may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of these Terms or any Order Form transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or Order Form, as applicable, and, when together with all other required signed copies of this same Agreement or Order Form, as applicable, will constitute one and the same instrument.

k. Notices. All notices required under this Agreement must be sent to us at the following address:

Omiq, LLC
Attention: Legal Department
225 Franklin St.
Fl. 26.
Boston, MA 02110
United States of America

with a copy to legal@dotmatics.com.

- l. Additional Information. If you have any questions about these Terms of Service, please [contact us](#).