

Neon Data, Inc.
Terms of Use Agreement
Last Updated Date: December 5th 2023

This Terms of Use Agreement sets forth the legally binding terms and conditions between you and Neon Data, Inc. (“**Company**,” “**we**,” “**us**,” or “**our**”) governing your access to the Company’s websites (“**Website**”) and the services and resources available or enabled via the website, including your access to certain AI-powered tools designed to help users be more creative and productive (collectively, the “**Services**”). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features (“**Supplemental Terms**”). All applicable Supplemental Terms are incorporated by reference into this Terms of Use Agreement (collectively, the “**Agreement**”). If this Terms of Use Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control solely with respect to such features.

BY AFFIRMATIVELY AGREEING TO THIS AGREEMENT OR OTHERWISE ACCESSING AND/OR USING THE SERVICES, OR ANY PORTION THEREOF, YOU REPRESENT THAT (1) YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD; (2) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT; (3) YOU ARE NOT BARRED FROM USING THE SERVICE UNDER THE LAWS OF THE UNITED STATES, YOUR PLACE OF RESIDENCE OR ANY OTHER APPLICABLE JURISDICTION; AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY AND ON BEHALF OF THE ORGANIZATION(S) OR ENTITY(IES) WHO ARE THE OWNERS OR RIGHTSHOLDERS OF THE CONNECTED ACCOUNTS (AS DEFINED BELOW). THE TERM “**YOU**” REFERS TO THE INDIVIDUAL AND/OR ORGANIZATION IDENTIFIED AS THE USER WHEN REGISTERING ON OR ACCESSING THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES.**

WE CURRENTLY OFFER A SUBSCRIPTION TO BUYERS. IF YOU SUBSCRIBE TO THE SERVICES ON A MONTHLY BASIS, THEN THE TERMS WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL MONTH PERIODS AT COMPANY’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 8.4 BELOW.

SECTION Error! Reference source not found.6 (ARBITRATION AGREEMENT) CONTAINS PROVISIONS THAT GOVERN HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 16 (ARBITRATION AGREEMENT) INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND COMPANY SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION Error! Reference source not found. ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION Error! Reference source not found. (ARBITRATION AGREEMENT) CAREFULLY.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (AS DEFINED IN SECTION Error! Reference source not found.) WITHIN THIRTY (30) DAYS IN ACCORDANCE WITH SECTION 16.10 (30-DAY RIGHT TO OPT OUT): (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Terms of Use Agreement available at the Website, and any new Supplemental Terms will be made available from within, or through,

the affected Service on the Website. We will also update the “Last Updated” date at the top of the Terms of Use Agreement. Any changes to the Agreement will be effective immediately for new users of the Website and/or Services and will be effective thirty (30) days after posting of notice of such changes on the Website for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting of notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Company Account holders. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Website and/or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT.

1. HOW OUR SERVICES WORK.

1.1 Outputs Disclaimer. You acknowledge that the Services utilize certain artificial intelligence and machine learning algorithms that can recognize and search for certain patterns (including natural language patterns), information, objects and events based on your use of the Services, including any source data, workflows and processes you or other authorized users of your Organization Make Available (as defined below); as well as your queries and other prompts (collectively, your “**Inputs**”). You further acknowledge and agree that any outputs and responses provided to you via the Services (“**Outputs**”) are wholly dependent on your Inputs, including any information or data Made Available to the Services through Connected Accounts (as defined below). All Outputs are provided “as is” and with “all faults”, and Company makes no representations or warranties of any kind or nature with respect to any Outputs, including any warranties of accuracy, completeness, truthfulness, timeliness or suitability. You are solely responsible for your use of your Outputs created through the Services, and you assume all risks associated with your use of your Outputs.

1.2 Third Party Providers. Company provides certain features, including a function that responds to user requests with automated replies, leveraging certain third-party services or applications to power the Services’ function (“**Third Party AI Tools**”), including without limitation as made available by OpenAI LLC and its affiliates (“**OpenAI**”) (each, a “**Third-Party Provider**”). By using the Services, you agree to be bound by OpenAI’s Terms of Use (currently accessible at <https://openai.com/policies/terms-of-use>) and its Privacy Policy (currently accessible at <https://openai.com/policies/privacy-policy>) and hereby consent and authorize Company to share any information you provide it with one or more Third-Party Providers (such as Open AI) to the minimum extent required to complete your request. Company will have no liability for the unavailability of any third-party services, or any Third-Party Provider’s decision to discontinue, suspend or terminate any third-party provided services. YOU, AND NOT COMPANY, SHALL BE SOLELY RESPONSIBLE FOR YOUR USE OF THESE THIRD PARTY AI TOOLS, INCLUDING ANY USE OF THE RESULTS OF ANY QUERIES OR PROMPTS MADE OR ACTIONS TAKEN BASED ON ANY QUERIES OR PROMPTS YOU MAKE USING THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY CONDUCT YOU ENGAGE IN AS A RESULT OF THE INFORMATION PROVIDED BY THE SERVICES MADE AVAILABLE BY COMPANY OR THIRD-PARTY PROVIDERS IS AT YOUR OWN RISK. BECAUSE CERTAIN SERVICES UTILIZE ARTIFICIAL INTELLIGENCE TO COMMUNICATE WITH YOU, SUCH SERVICES MAY PROVIDE INFORMATION THAT IS AN INACCURATE RESPONSE TO YOUR REQUESTS IN ITS INTERACTIONS WITH YOU. YOU AGREE THAT COMPANY WILL NOT BE HELD LIABLE TO YOU OR ANY THIRD PARTY FOR THE SERVICES OR THIRD-PARTY AI TOOLS PROVIDING INACCURATE INFORMATION TO YOU.

1.3 Connected Accounts. You may be permitted to link or connect certain of your internal systems and third-party accounts associated with third party platforms and services you utilize (each, a “**Connected Account**”) with the Services to take advantage of some of the features and functions of the

Services, such as querying data and information associated with those Connected Accounts. By granting Company or any of the Third Party AI Tools access to any Connected Account (i) you represent and warrant that you are authorized and otherwise entitled (as an administrator of a Connected Account or otherwise), to disclose any log-in information provided by you in connection therewith and/or grant Company or a Third-Party Provider access to such Connected Account(s); (ii) you represent and warrant that you are in good standing with respect to such Connected Accounts, including with respect to any account you have with the provider(s) of such Connected Accounts; and (iii) you acknowledge that Company and Third-Party Providers may access and use data in connection with your Connected Accounts in accordance with this Agreement and our Privacy Policy at <https://hunch.tools/privacy>. You acknowledge and agree that each Connected Account, including access to and use thereof and uptimes related thereto, is solely determined by the applicable provider of the relevant Connected Account. Company will have no liability for any unavailability of any Connected Account, or any third-party provider's decision to discontinue, suspend or terminate any Connected Account.

2. USE OF THE SERVICES.

2.1 License Grant. Subject to the terms and conditions in this Agreement, Company grants you a limited license to access, use, and reproduce portions of the Website and Services for the sole purpose of using the Services for your personal and/or professional purposes.

2.2 Updates. You understand that the Services are evolving. You acknowledge and agree that Company may update the Services with or without notifying you. You may need to update third-party software from time to time in order to receive the Services.

2.3 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website or Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other portion of the Website or Services (including images, text, page layout or form); (c) you shall not use any metatags or other "hidden text" using Company's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website or Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access the Website or Services in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of the Website or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Website or Services. Any future release, update or other addition to the Website or Services shall be subject to the Agreement. Company, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Website or Services terminates the licenses granted by Company pursuant to the Agreement and your access to the Website and Services.

2.4 Third-Party Materials. As a part of the Website and Services, you may have access to materials that are hosted by another party. You agree that it is impossible for Company to monitor such materials and that you access these materials at your own risk.

3. COMMUNITY GUIDELINES. As a condition of use, you agree not to (and shall not permit any third party to) Make Available any Content or take any action using the Services that: (a) may constitute, contribute to, depict, or encourage a crime, illegal or terrorist activity, or a violation or infringement of any third party's rights; (b) is unlawful, harmful, threatening, abusive, harassing, inflammatory, defamatory, libelous, discriminatory, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, vulgar, hateful, or is racially, ethnically, or otherwise objectionable (in our sole discretion); (c) posts or submits a photograph of another person without that person's permission; (d) contains adult content, including obscene, pornographic, and/or sexual terms, descriptions and/or images, nudity, profanity, or graphic violence; (e) may create a risk of, glorify, encourage, or threaten violence, harm, physical or mental injury, emotional distress, death, disability, disfigurement, self-harm, or any other loss or damage to you or any other person or to any animal or to any property; (f) exploits political agendas or "hot button" issues for commercial use, or that contains hate speech based upon the race, sex, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of an individual or group; (g) you do not have the right to Make Available or to take under any law under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (h) harms minors in any way, or solicits or otherwise attempts to gain any information from a minor; (i) forges headers or otherwise manipulates identifiers in order to disguise the origin of any content or other materials transmitted to or through the Services; (j) constitutes sensitive personal information, including without limitation any financial data, government-issued identification numbers, health-related data or similar sensitive information; or (k) attempts to identify any anonymous user.

4. REGISTRATION.

4.1 Registering Your Account. In order to access certain features of the Service, you may be required to register an account on the Service ("**Account**"), have a valid account on a social networking service ("**SNS**") through which you can connect to the Service, as permitted by the Service (each such account, a "**Third-Party Account**").

4.2 Access Through an SNS. The Service may allow you to link your Account with a Third-Party Account by allowing Company to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Company and/or grant Company access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Company to pay any fees or making Company subject to any usage limitations imposed by such third-party service providers. By granting Company access to any Third-Party Account, you understand that Company may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials that you have provided to and stored in your Third-Party Account ("**SNS Content**") so that it is available on and through the Services. Unless otherwise specified in this Agreement, all SNS Content is considered to be Your Content (as defined in Section 5.1) for all purposes of this Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be

available on and through your Account on the Services. If a Third-Party Account or associated service becomes unavailable, or Company's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Services. YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND COMPANY DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Company is not responsible for any SNS Content.

4.3 Registration Data. In registering an account on the Service, you shall (i) provide true, accurate, current, and complete information about yourself as prompted by the registration form (the "**Registration Data**"), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

4.4 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Company. Furthermore, you are responsible for all activities that occur under your Account. You shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Service by minors. You may not share your Account or password with anyone, and you agree to notify Company immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, incomplete or not current, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, incomplete or not current, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You shall not have more than one Account at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Services if you have been previously removed by Company, or if you have been previously banned from any of the Services.

4.5 Necessary Equipment and Software. You must provide all devices and other equipment or software necessary to access or use the Services. You are solely responsible for any fees, including internet connection, that you incur when accessing the Services.

5. CONTENT.

5.1 User Responsibility for Content. You acknowledge that any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through the Services (collectively, "**Content**") is the sole responsibility of the party from whom such content originated. This means that you, and not Company, are entirely responsible for all content that you upload, post, message, text, transmit or otherwise make available ("**Make Available**" or "**Made Available**") through the Services, including without limitation all Inputs and other Content you Make Available to Company's canvas page (collectively, "**Your Content**"), and that other users of the Services, and not Company, are

similarly responsible for all Content that they Make Available through the Services (together with Your Content, “User Content”).

5.2 No Obligation to Pre-Screen Content. Company may, but is not obligated to, investigate, monitor, pre-screen, remove, refuse, or review the Services and/or Content available thereon, including User Content, at any time. You hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or other communications.

Without limiting the foregoing, Company reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Company; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to and cooperation with law enforcement and/or other applicable legal authorities, for any illegal or unauthorized use of the Services or if Company otherwise believes that criminal activity has occurred; and/or (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement. Upon determination of any possible violations by you of any provision of this Agreement, Company, may, at its sole discretion immediately terminate your license to use the Services, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

If Company believes that criminal activity has occurred, Company reserves the right to, except to the extent prohibited by applicable law, disclose any information or materials on or in the Services, including Your Content, in Company’s possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement; (iii) respond to any claims that Your Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Company, its users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.

5.3 Storage. Company has no obligation to store any of Your Content that you Make Available on the Services.

6. OWNERSHIP.

6.1 The Service. Except with respect to Your Content, you agree that Company and its suppliers or licensors own all rights, title and interest in the Services. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any the Services.

6.2 Trademarks. Neon Data, Inc., Hunch, and all related stylizations, graphics, logos, service marks and trade names used on or with the Services are the trademarks of Company and may not be used without permission in connection with your, or any third-party’s, products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

6.3 Your Content. Company does not claim ownership of Your Content; however, when you Make Available any Content on or to the Services, you represent that you own and/or have sufficient rights to Your Content to grant the licenses and rights set forth herein.

6.4 License to Your Content. You grant Company a non-exclusive, transferable, perpetual, irrevocable, worldwide, fully-paid, royalty-free, sublicensable (through multiple tiers of sublicensees) right (including any moral rights) and license to use, copy, reproduce, modify, adapt, prepare derivative works from, translate, distribute, publicly perform, publicly display and derive revenue or other remuneration from Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other users and Website visitors. Please remember that other users may be able to search for, see, use, modify and/or reproduce any of Your Content that you submit to any area of the Service that is accessible by other users and Website visitors.

6.5 Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Services, you hereby expressly permit Company to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

6.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, forum, or similar pages ("**Feedback**") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Company's business.

7. INTERACTIONS WITH OTHER USERS.

7.1 User Responsibility. You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that Company reserves the right, but has no obligation, to intercede in any disputes between you and any other users. You agree that Company will not be responsible for any liability incurred as the result of your interactions with other users.

7.2 Content Provided by Other Users. The Services may contain User Content provided by other users. Company is not responsible for and does not control User Content. Company does not approve or endorse, or make any representations or warranties with respect to, User Content. You use all User Content and interact with other users at your own risk.

8. FEES AND PURCHASE TERMS.

8.1 Third-Party Service Provider. The Company uses Stripe, Inc. and its affiliates as its third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) ("**Third-Party Service Provider**"). If you make a purchase on the Services, you will be required to provide your payment details and any additional information required to complete your order directly to our Third-Party Service Provider. You agree to be bound by Stripe's Privacy Policy (currently accessible

at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/ssa>) and hereby consent and authorize the Company and Third-Party Service Provider(s) to share any information and payment instructions you provide with one or more Third-Party Service Provider(s) to the minimum extent required to complete your transactions. Please note that online payment transactions may be subject to validation checks by our Third-Party Service Provider and your card issuer, and we are not responsible if your card issuer declines to authorize payment for any reason. For your protection, our Third-Party Service Provider uses various fraud prevention protocols and industry standard verification systems to reduce fraud and you authorize it to verify and authenticate your payment information. Your card issuer may charge you an online handling fee or processing fee. We are not responsible for this. In some jurisdictions, our Third-Party Service Provider may use third parties under strict confidentiality and data protection requirements for the purposes of payment processing services.

8.2 Payment. You shall pay all fees or charges to your Account (“**Fees**”) in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. By providing Company and/or our Third-Party Service Provider with your payment information, you agree that Company and/or our Third-Party Service Provider is authorized to immediately invoice your Account for all Fees due and payable to Company hereunder and that no additional notice or consent is required. You shall immediately notify Company of any change in your payment information to maintain its completeness and accuracy. Company reserves the right at any time to change its prices and billing methods in its sole discretion. You agree to have sufficient funds or credit available upon placement of any order to ensure that the purchase price is collectible by us. Your failure to provide accurate payment information to Company and/or our Third-Party Service Provider or our inability to collect payment constitutes your material breach of this Agreement. Except as set forth in this Agreement, all Fees for the Services are non-refundable.

8.3 Subscriptions. If you purchase access to certain features and functionality of the Services on a time-limited basis (a “**Subscription**”), the Fee for such Subscription (“**Service Subscription Fee**”) will be billed at the start of the Subscription (“**Subscription Service Commencement Date**”) and at regular intervals in accordance with your elections at the time of purchase. Company reserves the right to change the timing of our billing. Company reserves the right to change the Subscription pricing at any time. If changes to the Subscription price occur that impact your Subscription, Company will use commercially reasonable efforts to notify you, such as by sending an email to the email address associated with your Account. If you do not agree with such changes, you may cancel your Subscription as set forth in Section 8.4.

8.4 Automatic Renewal. If you elect to purchase a Subscription, your Subscription will continue and automatically renew at Company’s then-current price for such Subscription until terminated in accordance with this Agreement. The frequency at which your Subscription renews (i.e., weekly, monthly, annually, etc.) will be designated at the time at you sign up for the Subscription. By subscribing, you authorize Company to charge the payment method designated in your Account now, and again at the beginning of any subsequent Subscription period. Upon renewal of your Subscription, if Company does not receive payment, (i) you shall pay all amounts due on your Account upon demand and/or (ii) you agree that Company may either terminate or suspend your Subscription and continue to attempt to charge your designated payment method until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new Subscription commitment period will begin as of the day payment was received).

(i) **Cancelling Subscriptions.** If you do not wish your Account to renew automatically, or if you want to change or terminate your Subscription, you must contact Company at sales@hunch.tools or log in and go to the “Change/Cancel Membership” page on your “Account Settings” page.

(ii) **Effect of Cancellation.** If you cancel your Subscription, you may use your Subscription until the end of your then-current Subscription term; your Subscription will not be renewed after your then-current term expires. You will not be eligible for a prorated refund of any portion of the Service Subscription Fee paid for the then-current Subscription period.

8.5 Taxes. The Fees do not include any Sales Tax (defined below) that may be due in connection with the Services provided under this Agreement. If Company determines it has a legal obligation to collect Sales Tax from you in connection with this Agreement, Company shall collect such Sales Tax in addition to the Fees. If any services, or payments for any services, under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you shall be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you shall indemnify Company for any liability or expense Company may incur in connection with such Sales Taxes. Upon Company’s request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

8.6 Advertising Revenue. Company reserves the right to display third-party ads before, after, or in conjunction with Content posted on the Services, and you acknowledge and agree that Company has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Company as a result of such advertising).

9. Third-Party Services.

9.1 Third-Party Service Providers. Certain features, aspects, software products, and services offered through the Services are provided, in whole or in part, by third parties, including Third-Party Providers (“**Third-Party Services**” as provided by “**Third-Party Service Providers**”). In order to use Third-Party Services, you may be required to enter into additional terms and conditions with Third-Party Service Providers. This Agreement applies only to the Services, and not to the services of any other person or entity, and your right to use such Third-Party Services as part of the Services is subject to and governed by the terms and conditions applicable to such Third-Party Services, as supplied by the Third-Party Service Provider. In the event of a conflict between the terms of this Agreement and the terms of such third-party terms, the terms of the third party shall control with regard to your use of the relevant Third-Party Service. You further acknowledge and agree that a Third-Party Service Provider may collect and use certain information about you, which may include your personal information. Prior to providing information to any Third-Party Service Provider, you should review their privacy policy. If you do not understand or do not agree to the terms of a Third-Party Service Provider’s privacy policy, you should not use the related Third-Party Services.

9.2 Third-Party Services & Ads. The Website and Services may contain links to third-party websites (“**Third-Party Websites**”), applications (“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application or

Third-Party Ad, we may not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Company. Company is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Company provides these Third-Party Websites, Third-Party Applications and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Services, these Terms and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, Third-Party Applications, or Third-Party Ads, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

10. Indemnification. You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the “**Company Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, the Website, Services, or any Third-Party Services, including without limitation any Third-Party AI Tools; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any user of the Services; or (e) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Agreement, or your access to the Website and/or Services.

11. Disclaimer of Warranties.

11.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK, AND THE WEBSITE AND SERVICES (INCLUDING ALL OUTPUTS GENERATED THEREFROM) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE AND/OR SERVICES.

(a) COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE OR SERVICES (INCLUDING OUTPUTS) WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE WEBSITE OR SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE WEBSITE OR SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE WEBSITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, COMPANY MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

11.2 No Liability for Conduct of Third Parties. AS A PART OF THE SERVICES, YOU MAY HAVE ACCESS TO MATERIALS THAT ARE HOSTED BY ANOTHER PARTY. YOU AGREE THAT IT IS IMPOSSIBLE FOR COMPANY TO MONITOR MATERIALS AND THAT YOU ACCESS THESE MATERIALS AT YOUR OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

12. Limitation of Liability.

12.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE OR SERVICES OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE WEBSITE OR SERVICES OR THIRD PARTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE THE WEBSITE OR SERVICES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE OR SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE OR SERVICES; OR (5) ANY OTHER MATTER RELATED TO THE WEBSITE OR SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

12.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL COMPANY PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY COMPANY AS A RESULT OF YOUR USE OF THE SERVICES IN THE SIX MONTHS PRECEDING THE DATE ON WHICH YOU FIRST ASSERT YOUR CLAIM. IF YOU HAVE NOT PAID COMPANY ANY AMOUNTS FOR SERVICES IN THE SIX MONTHS PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, COMPANY'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS (\$50).

12.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12.4 User Content. COMPANY PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND OTHER USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

12.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

13. Procedure for Making Claims of Copyright Infringement. It is Company's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to Company by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Website or Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Website/Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Company's Copyright Agent for notice of claims of copyright infringement is as follows:

Neon Data, Inc.
Attention: Copyright Agent
2261 Market Street STE 5840
San Francisco, CA 94114
Email: copyright@neondata.io

14. Term and Termination.

14.1 Term. This Agreement commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Website and Services, unless terminated earlier in accordance with the Agreement. Notwithstanding the foregoing, if you used the Website or Services prior to the date you accepted the Agreement, you hereby acknowledge and agree that the Agreement commenced on the date you first used the Website or Services (whichever is earlier) and will remain in full force and effect while you use the Website and Services, unless earlier terminated in accordance with the Agreement.

14.2 Termination of Services by Company. Company may suspend or terminate this Agreement at any time for any or no reason, including if you have breached any provision of the Agreement, or if Company suspects that you have breached any provision of the Agreement, or if Company is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful). You agree that all terminations for cause shall be made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account or access to the Website or Services.

14.3 Termination of Services by You. If you want to terminate the Services provided by Company, you may do so by closing your Account for all of the Services that you use, subject to Section 8.4 in connection with any Subscriptions.

14.4 Effect of Termination. Termination of all Services may include the deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

14.5 No Subsequent Registration. If your registration(s) with or ability to access the Website or Services, or any other Company community is discontinued by Company due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Website or Services or any Company community through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

15. International Users. This Website can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Company intends to announce such Services or Content in your country. The Website and Services are controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Website or Services are appropriate or available for use in other locations. Those who access or use the Website and/or Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

16. Arbitration Agreement. Please read this section (the “Arbitration Agreement”) carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

16.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Company agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services or the Agreement and prior versions of the Agreement, including claims and disputes that arose between you and us before the effective date of the Agreement (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (i) you and Company may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Terms of Use Agreement as well as claims that may arise after the termination of this Agreement.

16.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a

prompt, low-cost and mutually beneficial outcome (“**Informal Dispute Resolution**”). You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legal@neondata.io. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your Account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

16.3 Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

16.4 Waiver of Class and Other Non-Individualized Relief. YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 16.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 16.9. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts

located in the State of Delaware. All other Disputes shall be arbitrated or litigated in small claims court. This section does not prevent you or Company from participating in a class-wide settlement of claims.

16.5 Rules and Forum. This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Section 16.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Company agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

16.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Delaware and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of

the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 16.9 is triggered, the AAA will appoint the arbitrator for each batch.

16.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 16.4, including any claim that all or part of Section 16.4 is unenforceable, illegal, void or voidable, or that such Section 16.4 has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 16.9, all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 16.9. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

16.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

16.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one-hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the

disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company.

You and Company agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

16.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: 2261 Market Street STE 5840, San Francisco, CA 94114, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

16.11 Invalidity, Expiration. Except as provided in Section 16.4, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

16.12 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, we will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Company at 2261 Market Street STE 5840, San Francisco, CA 94114, your continued use of the Services, including the acceptance of products and services offered on the Service following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services, any communications you receive, any products sold or distributed through the Services or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to the Agreement) remain in full force and effect. Company will

continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Terms of Use Agreement.

17. General Provisions.

17.1 Electronic Communications. The communications between you and Company use electronic means, whether you visit the Website or send Company e-mails, or whether Company posts notices on the Website or Services or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

17.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17.3 Force Majeure. Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

17.4 Governing Law and Exclusive Venue. The Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to this Agreement will be litigated exclusively in the state or federal courts located in Delaware.

17.5 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

17.6 Notice. Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address:

Neon Data, Inc.
2261 Market Street STE 5840
San Francisco, CA 94114
Email: legal@neondata.io

Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service, first class postage prepaid mail, or email at the above address.

17.7 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.8 Severability. If any provision of the Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

17.9 Export Control. You may not use, export, import, or transfer the Website or Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Website or Services, and any other applicable laws. In particular, but without limitation, the Website and Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Website or Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Website or Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

17.10 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

17.11 Questions or Comments. If you have any questions or comments about the Services, please contact us at legal@neondata.io.

17.12 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.