

## TERMS OF SERVICE

These Terms of Service (these “**Terms**”) govern your access to and use of Exa Labs, Inc.’s (“**Company**”, “**we**” or “**us**”) (i) website (available at exa.ai) (the “**Website**”), (ii) our artificial intelligence-powered search engine available on the Website (“**Search Engine**”), and (iii) our application programming interface (“**API**”) and any content, tools, features and functionality offered on our through our Website, Search Engine and API (collectively, the “**Services**”). For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other business entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

These Terms govern your access to and use of the Services. If you are a company or other business entity customer, these Terms also govern any individuals that may be authorized by you to access and use the Services (“**Authorized Users**”). You are responsible for ensuring that only Authorized Users access and use the Services and for such Authorized Users’ compliance with this Agreement.

Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

**SECTION 8 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY’S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 8.**

### 1. THE SERVICES

1.1. Right to Use Our APIs. Subject to these Terms, we hereby grant you and your Authorized Users a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license to use our APIs for the limited purposes set forth in the documentation for the Services. Your use of our APIs must comply with the technical documentation, usage guidelines, call volume limits, and other documentation maintained at <https://dashboard.exa.ai/overview> or such other location we may designate from time to time. We reserve the right to audit your use of our APIs to ensure that your use is in compliance with these Terms and our documentation. We may terminate your right to use the API at any time.

1.2. Search Engine.

- (a) As a part of the Services, you and your Authorized Users can input, post, upload and submit text prompts and requests (“**User Input**”) into the Search Engine, and the Search Engine will use artificial intelligence tools and functionalities to generate responses and produce search results based on your User Input (“**Output**”).
- (b) You may not direct the Search Engine to generate any Output in violation of any applicable intellectual property right, contractual restriction or other law. By submitting any User Input through the Search Engine, you represent that you have obtained all rights, licenses, consents, permissions, power and/or authority necessary to submit and use (and allow us to use) such User Input in connection with the Search Engine. You represent and warrant that your submission of a User Input in connection with your use of the Search Engine, including to generate Output, will not breach any law or any third party’s terms and conditions associated with such User Input.
- (c) You grant us a nonexclusive, royalty-free, transferable, sub-licensable, worldwide, perpetual and irrevocable license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify any User Input and Output as needed to provide, develop and improve upon our products and services, including the Services, and to otherwise permit access to or disclose your User Input or Output to third parties as needed to accomplish the foregoing or as necessary to comply with our legal obligations.

## 2. USER ACCOUNTS AND SUBSCRIPTIONS

- 2.1. **Creating and Safeguarding your Account.** To use certain of the Services, you need to create an account or link another account, such as your Google account (“**Account**”). To the extent you have any Authorized Users, your Authorized Users will need to make Accounts as well. You agree to provide us with accurate, complete and updated information for your Account and your Authorized Users’ Accounts. You can access, edit and update your Account by contacting hello@exa.ai. You are solely responsible for any activity on your Account or your Authorized Users’ Accounts and for maintaining the confidentiality and security of yours and their passwords. We are not liable for any acts or omissions by you or your Authorized Users in connection with your Accounts. You must immediately notify us at hello@exa.ai if you know or have any reason to suspect that your or your Authorized Users’ Accounts or passwords have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your or your Authorized Users’ Accounts.
- 2.2. **Paid Services.** Certain of our Services are free; however, if you purchase our paid Services, you agree to pay us the applicable fees and taxes in U.S. Dollars, which will be charged on a recurring subscription basis. Failure to pay these fees and taxes will result in the termination of your access to the paid Services. You agree that (i) we may store and continue billing your payment method (e.g. credit card) to avoid interruption of such Services, and (ii) we may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You represent and warrant that (a) all information you provide with regards to a purchase of the Services, including, without limitation, payment information, is accurate, current and complete; and (b) you have the legal right to use the payment method you provide to us or our payment processor (e.g., Stripe). We reserve the right to change our subscription plans or adjust pricing for the Services in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise provided in this Agreement, any price changes or changes to your subscription plan will take effect following reasonable notice to you. All subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Payment can be made by credit card, debit card, or other means that we may make available. Subscriptions will not be processed until payment has been received in full, and any holds on your account by any other payment processor are solely your responsibility.
- 2.3. **Subscription Renewals and Cancellations.** You agree that if you purchase a subscription, your subscription will automatically renew at the subscription period frequency referenced on your subscription page (or if not designated, then monthly) and at the then-current rates, and your payment method will automatically be charged at the start of each new subscription period for the fees and taxes applicable to that period. To avoid future subscription charges, you must cancel your subscription 0 days before the subscription period renewal date by doing the following: going to <https://dashboard.exa.ai/plan> or contacting hello@exa.ai .
- 2.4. **No Subscription Refunds.** Except as expressly set forth in these Terms, payments for any subscriptions to the Services are nonrefundable and there are no credits for partially used periods. Following any cancellation by you, however, you will continue to have access to the paid Services through the end of the subscription period for which payment has already been made.

## 3. LOCATION OF OUR PRIVACY POLICY

- 3.1. **Privacy Policy.** Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at <https://exa.ai/privacy-policy>.

## 4. RIGHTS WE GRANT YOU

- 4.1. **Right to Use Services.** We hereby permit you and your Authorized Users to use the Services solely as permitted by these Terms. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you and your Authorized Users, a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services, in each case, for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take.

4.2. Restrictions On Your Use of the Services. You may not do, and may not permit any of your Authorized Users to do, any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- (e) resell, lease or sublicense the Services to any third party without our prior consent;
- (f) access, use or exploit the Services (including Output) to develop any competitive product or service;
- (g) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (h) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (i) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (j) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (k) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (l) submit, transmit, display, perform, post or store any content that is unlawful, defamatory, obscene, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, abusive, hateful, or cruel, or otherwise use the Services in a manner that is obscene, excessively violent, harassing, hateful, cruel, abusive, pornographic, inciting, organizing, promoting or facilitating violence or criminal activities;
- (m) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (n) access or use the Services in any way not expressly permitted by these Terms.

4.3. Beta Offerings. From time to time, we may, in our sole discretion, include certain test or beta features or products in the Services ("**Beta Offerings**") as we may designate from time to time. Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an "as is" basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings.

For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

## 5. OWNERSHIP AND CONTENT

- 5.1. Ownership of the Services. The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein), and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works.
- 5.2. Ownership of Trademarks. The Company’s name, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 5.3. Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

## 6. THIRD-PARTY SERVICES AND MATERIALS

- 6.1. Use of Third-Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third-Party Materials**”) or provide links to certain third-party websites. Third-Party Materials include the open source software or other third-party software, such as third-party large language models, that are included in the artificial intelligence and machine learning models you access or use through the Services. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

## 7. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

### 7.1. Disclaimers.

- 7.1.1. Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (iii) the operation or compatibility with any other application or any particular system or device; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

- 7.1.2. You acknowledge that the Services may generate Output containing incorrect, biased, or incomplete information. The Company shall have no responsibility or liability to you for the infringement of the rights of any third party in your use of any Output. You should not rely on the Services or any Output for advice of any kind, including medical, legal, investment, financial or other professional advice. Any Output is not a substitute for advice from a qualified professional. You acknowledge that due to the nature of generative artificial intelligence tools, other users of the Services may create and use their own Output that is similar or the same as your Output, such as because the same or similar User Input was provided, and you agree that such other users can use their own individually created Output for their own internal business purposes.
- 7.1.3. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE STATE OF NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 7.2 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
- 7.1.4. THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES, INCLUDING ANY OUTPUT.
- 7.1.5. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH THE COMPANY ENTITIES WILL BE RESPONSIBLE FOR.
- 7.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OUTPUT, OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES OR OUTPUT. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 7.3. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (i) your violation or breach of any term of these Terms or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your misuse of the Services; (iv) any User Input and any use by you of Output; and (v) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

## 8. **ARBITRATION AND CLASS ACTION WAIVER**

- 8.1. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR**

**YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

- 8.2. **Informal Process First.** You and the Company agree that in the event of any dispute, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party thirty (30) days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- 8.3. **Arbitration Agreement and Class Action Waiver.** After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Because your contract with the Company, these Terms, and this Arbitration Agreement concern interstate commerce, the Federal Arbitration Act (“**FAA**”) governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit. **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and Class Actions (as defined below) are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a Class Action or class arbitration.**
- 8.4. **Exceptions.** Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction:
- (a) Claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;
  - (b) Claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or
  - (c) intellectual property Claims.
- 8.5. **Costs of Arbitration.** Payment of all filing, administration, and arbitrator costs and expenses will be governed by the JAMS Rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below). Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your Claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits
- 8.6. **Opt-Out.** **You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to [hello@exa.ai](mailto:hello@exa.ai). The notice must be sent to the Company within thirty (30) days of your first registering to use the Services or agreeing to these Terms; otherwise, you shall be bound to arbitrate disputes on a non-class basis in accordance with these Terms. If you opt out of only the arbitration provisions, and not also the Class Action waiver, the Class Action waiver still applies. You may not opt out of only the Class Action waiver and not also the arbitration provisions. If you opt-out of these arbitration provisions, the Company also will not be bound by them.**

8.7. **WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND THE COMPANY AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THE COMPANY EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND THE COMPANY AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK OUT PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH THE EXCEPTIONS CLAUSE ABOVE. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

## 9. Additional Provisions

- 9.1. **SMS Messaging and Phone Calls.** Certain portions of the Services may allow us to contact you via telephone or text messages. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You also understand that you may opt out of receiving text messages from us at any time. If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.
- 9.2. **Updating These Terms.** We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.
- 9.3. **Termination of License and Your Account.** If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.
- 9.4. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any of our obligations under this Agreement or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond the Company's ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other

industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

- 9.5. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 9.6. California Residents. If you are a California resident, in accordance with Cal. Civ. 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.
- 9.7. Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 9.8. Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 8, or if arbitration does not apply, then the state and federal courts located in San Francisco, California.
- 9.9. How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at [hello@exa.ai](mailto:hello@exa.ai).