

Ping Point Labs Inc. dba AnchorGrid

Terms of Use

PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY PING POINT LABS INC. DBA ANCHORGRID ("ANCHORGRID"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH ANCHORGRID WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA ANCHORGRID'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY ANCHORGRID SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Forms; Access to the Service. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) AnchorGrid grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the AnchorGrid product(s) and/or service(s) specified in such Order Form (collectively, the "Service," or "Services") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with AnchorGrid's applicable official user documentation for such Service (the "Documentation").
2. Implementation. Upon payment of any applicable fees set forth in each Order Form, AnchorGrid agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If AnchorGrid provides Implementation Assistance in excess of any agreed-upon hours estimate, or if AnchorGrid otherwise provides additional services beyond those agreed in an Order Form, Customer will pay AnchorGrid at its then-current hourly rates for consultation.
3. Support; Service Levels. Subject to Customer's payment of all applicable fees, AnchorGrid will provide support, maintenance, and uptime for each Service in accordance with AnchorGrid's then-current standard support and availability policies for the Service.
4. Trial Period. AnchorGrid may, in its sole discretion, offer Customer access to the Service without charge for a limited evaluation period (the "Trial Period"). During any Trial Period: (a) the Service is provided on an "AS IS" and "AS AVAILABLE" basis, without any warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose; (b) AnchorGrid shall have no liability to Customer or any third party for any damages, claims, or losses arising out of or in connection with Customer's use of the Service during the Trial Period, regardless of the theory of liability; and (c) either party may terminate Customer's access to the Service immediately upon written notice to the other party, for any reason or no reason, without penalty or further obligation. Upon expiration or termination of the Trial Period, Customer's access to the Service will terminate unless Customer enters into a paid Order Form for continued access.
5. Service Updates. From time to time, AnchorGrid may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that AnchorGrid shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that AnchorGrid may make improvements and modifications to the Services at any time in its sole discretion; provided that AnchorGrid shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.
6. Ownership; Feedback. As between the parties, AnchorGrid retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created,

used, or provided by AnchorGrid for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to AnchorGrid with respect to the Service ("Feedback"). AnchorGrid acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Notwithstanding anything else, Customer shall, and hereby does, grant to AnchorGrid a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair AnchorGrid's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

7. Fees; Payment. Customer shall pay AnchorGrid fees as set forth in each Order Form ("Fees"). Unless otherwise specified herein or in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with the Service (excluding taxes based on AnchorGrid's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any usage limitations set forth on an Order Form, then (i) AnchorGrid shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at AnchorGrid's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with the section entitled "Term; Termination", below), such renewal shall include the additional fees for such excess users and usage.

8. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service, or any output, results, extracted data, annotations, measurements, classifications, structured fields, metadata, or other information generated by or obtained from the Service, to build, train, fine-tune, distill, supervise, validate, benchmark, improve, or otherwise develop any model, algorithm, application, product, service, or dataset that is competitive with, substantially similar to, or intended to substitute for any AnchorGrid product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures AnchorGrid may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

9. Confidential Information. From time to time during the Term (as defined below), either party may disclose or make available to the other party nonpublic information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). For the avoidance of doubt, AnchorGrid's Confidential Information includes without limitation the Services and any product roadmap information. Confidential Information does not include information that,

at the time of disclosure is: (a) generally available to the public; (b) known to the receiving party at the time of disclosure without restriction; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without access to or use of the Confidential Information. As the receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to any person or entity, except to the receiving party's employees, consultants, agents or representatives who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and (b) only use Confidential Information to fulfill its obligations and exercise its rights under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party will promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date such Confidential Information is first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations will survive for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Customer Data. For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. "Output Data" shall mean any output, results, extracted data, annotations, measurements, classifications, structured fields, metadata, or other information generated by or obtained from the Service in connection with Customer's use of the Service. Customer should independently review and verify all Output Data as to appropriateness and accuracy for Customer's use cases. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not AnchorGrid, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to AnchorGrid as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). AnchorGrid shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. AnchorGrid is not responsible to Customer for any loss, destruction, or alteration of, or unauthorized access to Customer Data or the unauthorized use of the Service except to the extent due to AnchorGrid's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that AnchorGrid may (i) internally use and modify (but not disclose) Customer Data and Output Data for the purposes of (A) providing the Service to Customer, (B) generating Aggregated De-Identified Data (as defined below), and (C) creating derived data for the purposes of providing, maintaining, securing, testing, validating, improving, and developing machine learning models, algorithms, extraction systems, classification systems, measurement systems, and related products and services, and (ii) freely use, retain and make available Aggregated De-Identified Data for AnchorGrid's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing AnchorGrid's products and services) and (iii) use derived data created pursuant to subsection (i)(C) above to develop, train, fine-tune, validate, and improve machine learning models, algorithms, and related systems and offerings. Customer may opt out of the uses described in subsections (i)(C) and (iii) above at any time by providing written notice to AnchorGrid or by adjusting the applicable settings in Customer's account profile; provided that such opt-out shall be effective on a prospective basis only and shall not require AnchorGrid to delete or cease use of any derived data or models created prior to the effective date of such opt-out. "Aggregated De-Identified Data" means data submitted to, collected by, or generated by AnchorGrid in

connection with Customer's use of the Service, but only in aggregate, de-identified form which can in no way be linked specifically to Customer.

11. Term; Termination. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, AnchorGrid may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with AnchorGrid's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) AnchorGrid shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, AnchorGrid shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) AnchorGrid shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any services provided by AnchorGrid to Customer, including any assistance in exporting the Customer Data, shall be billable at AnchorGrid's standard rates then in effect.

12. Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of their respective employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all losses, liabilities, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim by such third party that (i) the Customer Data or Customer's use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of AnchorGrid as Indemnitor), infringes, violates, or misappropriates any intellectual property or proprietary right of such third party; provided that the Indemnitee provides the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of AnchorGrid do not apply (A) with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (1) not created or provided by AnchorGrid (including without limitation any Customer Data), (2) made in whole or in part in accordance to Customer specifications, (3) modified after delivery by AnchorGrid, (4) combined with other products, processes or materials not provided by AnchorGrid (where the alleged Losses arise from or relate to such combination), (B) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (C) to the extent Losses arise from Customer's breach of this Agreement.

13. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Output Data generated by the Service is generated through machine learning processes and

is not reviewed, tested, verified, endorsed, or guaranteed to be accurate, correct, complete, or current by AnchorGrid. Customer should independently review and verify all Output Data as to appropriateness and accuracy for Customer's use cases and applications. CUSTOMER SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUT DATA AS TO APPROPRIATENESS AND ACCURACY FOR ANY CUSTOMER USE CASES OR APPLICATIONS. RELYING UPON ANY OUTPUT DATA WITHOUT FIRST VERIFYING THE ACCURACY OR APPROPRIATENESS OF SUCH OUTPUT DATA WITH A QUALIFIED HUMAN COULD CAUSE HARM, INCLUDING LEGAL, FINANCIAL, AND PHYSICAL HARM.

14. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF THE SECTION ENTITLED "RESTRICTIONS", IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO ANCHORGRID HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. Miscellaneous. This Agreement (including all Order Forms) represents the entire agreement between Customer and AnchorGrid with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and AnchorGrid with respect thereto. In the event of any conflict between these Terms and an Order Form, the Order Form shall control. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) AnchorGrid may utilize subcontractors in the performance of its obligations hereunder. Customer agrees that AnchorGrid may use Customer's name and logo to refer to Customer as a customer of AnchorGrid on its website and in marketing materials. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.