BRICKROAD TERMS OF SERVICE

Last Updated: March 30, 2026

EmetX, Inc. dba Brickroad ("EmetX" "Brickroad" "we," "us," or "our") welcomes you. We invite you to access and use our agentic data provisioning tools and platform (the "Platform"), subject to the following terms and conditions (the "Terms of Service").

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING AND/OR USING THE PLATFORM, OR OTHERWISE MANIFESTING ASSENT TO THIS AGREEMENT (AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE, AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY (THE "PRIVACY POLICY"), WHICH IS HEREBY INCORPORATED INTO THESE TERMS OF SERVICE AND MADE A PART HEREOF BY REFERENCE (COLLECTIVELY, THE "AGREEMENT"). IF YOU DO NOT AGREE TO ANY OF THE TERMS IN THIS AGREEMENT, THEN PLEASE DO NOT USE THE WEBSITE AND THE PLATFORM.

If you accept or agree to the Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

Capitalized terms not defined in these Terms of Service shall have the meaning set forth in our Privacy Policy

1. DESCRIPTION OF THE PLATFORM

1.1. The Platform and Creating Your Account

Our Platform operates as a series of artificially intelligent software programs which semi autonomously or autonomously reason, plan, and take actions ("AI Agents") designed to provision data access for legal and licensed purposes, enabling users to retrieve, evaluate, license, purchase or connect with data suppliers with machine-actionable provenance, semantic interoperability, and automated governance.

Access to the Platform requires the establishment of an account with us ("Account"). To create an Account, we may ask you to provide your name, email address, phone number, social handles, and occupation and certain other additional information that will assist in authenticating your identity when you log-in in the future (collectively "Login Credentials"). You may not transfer your Account to anyone else without our prior written permission. When creating your Account, you must provide true, accurate, current, and complete information about yourself. Each Login Credential can be used by only one individual. You are responsible for maintaining the confidentiality of your Login Credentials. You are fully responsible for all activities that are associated with your Account, use of the Platform, or communications from your Account. You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your Account or any other breach of security. We are under no obligation to accept any individual or entity as a User and may accept or reject any registration in our sole and complete discretion.

2. USE OF AND ACCESS TO THE PLATFORM

Brickroad hereby grants you during the Term a limited, non-exclusive, non-transferable right and license, without the right to grant sublicenses, to access and use the Platform, subject to the terms and conditions of this Agreement.

The rights granted to you in the 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 Platform, including any Content (as defined below) contained therein; (b) you shall not frame or utilize framing techniques to surround any trademark, logo, or other parts of the Platform (including images, text, page layout, or form); (c) you shall not use any metatags or other "hidden text" using the name or trademarks of Brickroad; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer all or any part of the Platform, including, without limitation, the Content or any infrastructure, software programs, trade secrets, know-how, processes, features, functionalities, algorithms, templates, data, information, or intellectual property incorporated therein, 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 Platform**; (f) except as expressly stated herein, no part of the Platform, including the Content, may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Platform, including the Content; (h) you shall not access or use the Platform in an unlawful way or for an unlawful or illegitimate purpose, including, without limitation, any violation of the antifraud or registration provisions of the securities laws of the U.S., any state therefore, or other applicable jurisdiction; (i) you shall not take any action or post or transmit via the Platform any content (u) under a false name; (v) that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, misleading, deceptive, or hateful to any person, including Brickroad; (w) that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others; (x) that constitutes unauthorized or unsolicited advertising, junk, or bulk e-mail; (y) that involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without our prior written consent; or (z) that impersonates any person or entity, including any employee or representative of Brickroad; (j) you shall not attempt to disrupt the operation of the Platform in any manner, including through the use of methods such as denial of service attacks, flooding, or spamming, and you will not transmit, distribute, introduce, or otherwise make available in any manner through the Platform any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs, or other malicious or harmful code; (k) you shall not use the Platform in any manner that could damage, disable, or impair our services or networks; and (l) you shall not attempt to gain unauthorized access to any Accounts or computer systems or networks through hacking, password mining, or any other means. Any future release, update, or other addition to the Platform shall be subject to the Agreement. Brickroad, its suppliers, and service providers reserve all rights not granted in the Agreement.

We reserve the right to suspend, revoke, or deactivate your Login Credentials and/or your Account if you violate this Agreement. We reserve 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 Platform if you have been previously removed by Brickroad, or if you have been previously banned, suspended, or had your rights revoked from the Platform.

Use of the Platform is prohibited by any individual or entity located in, organized under the laws of, or ordinarily resident in any country or territory that is subject to comprehensive U.S. government sanctions, including but not limited to Cuba, Iran, North Korea, Syria, Russia and the Crimea, Donetsk, and Luhansk

regions of Ukraine. By accessing or using the Platform, you represent and warrant that you are not located in any such jurisdiction and are not listed on any U.S. government list of prohibited or restricted parties.

3. **FINANCIAL TERMS**

    3.1. Subscription Fees. Access to the Platform may require a recurring subscription("Subscription"). Subscriptions are billed in advance on a monthly or annual basis, depending on the tier selected by you at the time of purchase. Your Subscription will automatically renew at the end of each billing cycle for the same duration (monthly or annually) unless you cancel your Subscription through your Account settings prior to the renewal date. Subscriptions are specific to the Account for which they were purchased. Notwithstanding anything to the contrary in this Agreement, Subscriptions are non-transferable and may not be assigned, sold, or transferred to any other individual or entity. All Subscription fees are non-refundable except as expressly provided in this Agreement or required by Applicable Law.

    3.2. Agentic Compute Units. Each Subscription tier includes a monthly allocation of Agentic Compute Units ("ACUs"), which represent the unit of compute consumed by AI Agents operating through the Platform. The monthly ACU allocation is determined by the Subscription tier selected at the time of purchase, as set forth on the Pricing Page (https://www.brickroad.network/pricing). Monthly ACU allocations expire at the end of each billing cycle and do not roll over. Unused ACUs from any billing period are forfeited with no refund or credit. You may purchase additional ACUs at any time through your Account dashboard ("Top-Up Credits"). Top-Up Credits do not expire and carry over month-to-month, and are drawn after your monthly Subscription allocation is exhausted. All ACUs (whether included in your Subscription or purchased as Top-Up Credits) are non-refundable and non-transferable. ACUs have no cash value and may not be redeemed for cash. Brickroad reserves the right to modify ACU pricing and allocation at any time, with thirty (30) days' prior notice to existing Subscribers.

    3.3. Data Licensing.

        3.3.1. EmetX Fees. For data access or licensing transactions facilitated via the Platform, User may be required to pay to Brickroad certain applicable platform fees set forth at the time of transaction, which will be displayed to you prior to completion ("Brickroad Platform Fees"). Brickroad Platform Fees are subject to change at any time on at least thirty (30) days' prior written notice. All Brickroad Platform Fees are non-refundable except as required by Applicable Law. Brickroad acts solely as an orchestration intermediary and is not a party to any data licensing agreement between you and any third-party data supplier.

        3.3.2. Withdrawal; Minimum Withdrawal Amount. "Withdrawal" means any disbursement of funds from your Account balance. To initiate a Withdrawal, Licensee must submit a withdrawal request through the Platform (a "Withdrawal Request"). As a condition to processing any Withdrawal, your available, undisputed balance must be at least thirty U.S. dollars (US $30.00) at the time we process the Withdrawal (the "Minimum Withdrawal Amount"). Balances below the Minimum Withdrawal Amount will remain in your Account and roll over to the next payout cycle. EmetX will determine, in its sole discretion, whether any Withdrawal is paid (i) in USD-denominated stablecoin to your linked wallet, or (ii) in U.S. dollars through a Payment Processor.

3.3.3.Taxes. It is your sole responsibility to determine what, if any, taxes apply to transactions you conduct through the Platform, and to report and remit the correct tax to the appropriate tax authority. Brickroad is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting, withholding, or remitting any taxes arising from your use of the Platform. You agree to indemnify Brickroad for any and all taxes, and penalties and interest thereon, including any cost associated with litigating or paying any such tax, that arise from or are otherwise connected with any sale of or access to datasets.

3.4. API Keys.

3.4.1.API Key Ownership and Authorization. You retain full ownership of any third party API keys, credentials, and access tokens that you provide to or that are generated through the Platform ("API Keys"). By providing API Keys to the Platform, you hereby grant Brickroad a limited, revocable authorization to access, store, and use those API Keys solely on your behalf and solely for the purpose of enabling AI Agents to perform agentic operations you have authorized through the Platform ("Authorized Agentic Operations"). Brickroad will not use your API Keys for any purpose other than Authorized Agentic Operations. You are responsible for (i) ensuring that your provision of API Keys to the Platform does not violate any agreement between you and the applicable third-party provider; (ii) maintaining the security of your API Keys; and (iii) all costs, charges, and liabilities incurred by your AI Agents through use of those API Keys. You may revoke Brickroad's access to any API Keys at any time through your Account settings.

3.5. AI Agent Responsibility. You understand and agree that AI Agents operating through the Platform act on your behalf and under your direction. You and your organization are solely responsible for all actions taken by your AI Agents through the Platform, including without limitation: (i) any API calls made to third-party data providers; (ii) any data access agreements, subscriptions, or licenses entered into by your AI Agents with third parties; (iii) all fees, charges, and financial obligations incurred by your AI Agents in connection with third-party services; and (iv) all data accessed, processed, or transmitted by your AI Agents. Brickroad acts solely as an orchestration intermediary and is not a party to any agreement between you (or your AI Agents) and any third-party data provider. The terms and conditions of any third-party provider govern your relationship with that provider. You hereby release Brickroad from any liability arising from actions taken by your AI Agents through the Platform or from your relationship with any third-party provider. You represent and warrant that your organization's use of AI Agents through the Platform complies with your organization's internal governance policies and all Applicable Laws.

3.6. Third-Party Relationships. Brickroad facilitates your connection with third-party data suppliers ("Third-Party Suppliers") but is not a party to any resulting data access, licensing, or purchase agreement between you and any Third-Party Supplier. All agreements between you and Third-Party Suppliers are solely between those parties. Brickroad makes no representations or warranties as to the accuracy, completeness, legality, or fitness for purpose of any data or services offered by Third-Party Suppliers. You are solely responsible for evaluating, negotiating, and complying with any agreement you enter into with a Third-Party Supplier through the Platform.

4. INTELLECTUAL PROPERTY

4.1.Brickroad Content. The Platform contains content, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other materials provided by or on behalf of Brickroad

(collectively referred to as the "Content"). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, in a networked computer environment, or any other digital property for any purpose is expressly prohibited. Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

The trademarks, service marks, and logos of Brickroad (the "Brickroad Trademarks") used and displayed on the Platform are registered and unregistered trademarks or service marks of Brickroad. Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with Brickroad Trademarks, the "Trademarks"). Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Brickroad Trademarks inures to our benefit.

4.2. Aggregated Data. We monitor the performance and use of the Platform by you, and we collect data in connection therewith, including, without limitation, date and time that you access the Platform, the portions or pages of the Platform visited, the frequency and number of times such pages are accessed, and other usage data (the "Usage Data"). With your consent, we may use this Usage Data in an aggregate and anonymous manner (the "Aggregate Data"). Aggregate Data does not identify you or any individual. You hereby agree that we may collect, use, publish, disseminate, transfer, and otherwise exploit such Aggregate Data for any lawful purpose.

5. CONFIDENTIALITY; FEEDBACK

5.1. Confidentiality. "Confidential Information" means: (i) with respect to Brickroad, the Platform, the Brickroad Content, and any and all source code relating thereto and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, products, services, or data; and (ii) with respect to Users, any non-public information or material regarding User's legal or business affairs, financing, employees, customers, properties, or data, including any data or datasets accessed through the Platform. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the "Receiving Party"); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the "Disclosing Party"); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party.

At all times the Receiving Party will protect and preserve the Confidential Information of the Disclosing Party as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use the

Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement. The Receiving Party may disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any of its officers, directors, members, managers, partners, employees, contractors or agents (its "Representatives"), provided that the Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will not disclose, distribute, or disseminate the Confidential Information to any third party, other than its Representatives, without the prior written consent of the Disclosing Party. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives. If the Receiving Party is legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by its counsel is legally required to be disclosed, and will use its best efforts to insure that confidential treatment will be afforded such disclosed portion of the Confidential Information.

The Receiving Party acknowledges that in the event of a breach of this Section by the Receiving Party or its Representatives, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party or its Representatives engage in, or threaten to engage in any act which violates this Section, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Section.

5.2. Feedback. During the Term, you may elect to provide us with feedback, comments, and suggestions with respect to the Platform ("Feedback"). You hereby agree that Brickroad will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback in perpetuity without compensation or attribution to you.

6. REPRESENTATIONS AND WARRANTIES; OUR DISCLAIMER

6.1. User Representations, Warranties and Covenants. You represent, warrant, and covenant that: (i) if entering into this Agreement on behalf of a company, organization, or other legal entity, you have full legal authority to bind that entity to this Agreement and that entity accepts these Terms; (ii) all information provided in connection with your Account registration and ongoing use of the Platform is and will remain true, accurate, current, and complete; (iii) you have all rights, licenses, and permissions necessary to provide any API Keys or other credentials to the Platform, and doing so does not violate any agreement between you and the applicable third-party provider; (iv) your use of the Platform, including all instructions given to and actions taken by your AI Agents, complies and will continue to comply with all Applicable Laws, including applicable data privacy, data protection, securities, and intellectual property laws; (v) you will not, and will not direct your AI Agents to, access, retrieve, transmit, or process any (a) material non-public information as defined by applicable securities laws; (b) non-public personal information as defined by the Gramm-Leach-Bliley Act; (c) protected health information as defined by the Health Insurance Portability and Accountability Act; or (d) any other information the use or disclosure of which would violate any Applicable Law; (vi) you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. government sanctions, and you are not listed on any U.S. government list of prohibited or restricted parties; (vii) your execution of and performance under this

Agreement does not and will not conflict with or violate any agreement to which you or your organization is a party or by which you are bound; and (viii) you will promptly notify Brickroad in writing if any of the foregoing representations or warranties ceases to be true or accurate. For purposes of these Terms of Service, "Applicable Law" means, with respect to any person, any federal, state, or local law (statutory, common, or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, or other similar requirement enacted, adopted, promulgated, or applied by a governmental authority that is binding upon or applicable to such person, as amended unless expressly specified otherwise

6.2. Platform Role Disclaimer. Brickroad is an orchestration intermediary and technology platform only. Brickroad does not create, own, license, or warrant any dataset or data product offered by Third-Party Suppliers through the Platform. Brickroad makes no representations or warranties regarding the accuracy, completeness, legality, or fitness for purpose of any data accessible through the Platform. Nothing in the Platform or the results generated by AI Agents constitutes investment advice, legal advice, or any other professional advisory service. You are solely responsible for evaluating the suitability and legality of any data you access, and for maintaining any books and records required by Applicable Law in connection with your use of the Platform.

6.3. Our Disclaimers.

NONE OF EMETX PARTIES (AS DEFINED BELOW) ENDORSE ANY LICENSORS, LICENSEES, LICENSOR DATA, DATASETS OR ANY CONTENT PROVIDED THROUGH THE PLATFORM. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK AND THE PLATFORM, ITS COMPONENTS AND ANY OTHER MATERIALS OR CONTENT PROVIDED BY EMETX HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EMETX, AND ANY PERSON ASSOCIATED WITH EMETX, DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, EMETX DOES NOT WARRANT THAT ACCESS OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES EMETX PARTIES, NOR ANY PERSON ASSOCIATED WITH EMETX OR ITS AFFILIATES, MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE PLATFORM, INCLUDING THE LICENSOR DATA, DATASETS, OR CONTENT; THAT DEFECTS WILL BE CORRECTED; THAT THE PLATFORM OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

YOU UNDERSTAND AND ACKNOWLEDGE THAT EMETX IS AN ORCHESTRATION INTERMEDIARY PROVIDING AGENTIC DATA PROVISIONING TOOLS. EMETX DOES NOT CREATE ANY THIRD-PARTY DATA OR DATASETS. EMETX CANNOT GUARANTEE THAT THIRD-PARTY DATA OR DATASETS ACCESSIBLE THROUGH THE PLATFORM ARE ACCURATE, COMPLETE, OR FIT FOR ANY PARTICULAR PURPOSE. BRICKROAD IS NOT RESPONSIBLE AND HAS NO CONTROL OVER ANY USE OF DATA ACCESSED BY USERS THROUGH THE PLATFORM. ANY LEGAL CLAIM AGAINST A THIRD-PARTY SUPPLIER MUST BE BROUGHT DIRECTLY AGAINST THAT SUPPLIER. YOU HEREBY RELEASE EMETX FROM

ANY CLAIMS RELATED TO DATA PROVIDED BY THIRD-PARTY SUPPLIERS THROUGH THE PLATFORM OR YOUR AI AGENTS' MISUSE OF SUCH DATA.

THE PLATFORM MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS LISTED ON THE PLATFORM. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO PLATFORM AT ANY TIME WITHOUT NOTICE.

TO THE EXTENT THAT EMETX AND OUR LICENSORS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

7. __INDEMNIFICATION__

You agree to defend, indemnify, and hold Brickroad, our affiliates, our licensors, and hosting providers, and our and their respective Representatives (collectively, the "__Brickroad Parties__") harmless from and against any claims, actions, or demands, together with all related damages, fees, costs, expenses, fines, and other losses (including, without limitation, reasonable legal and accounting fees), arising or resulting from: (a) your breach or violation of this Agreement; (b) your misuse of the Platform and/or the Content; (c) your failure to comply with any Applicable Laws; (d) your failure to properly charge, report, and/or remit any tax, including sales tax; (e) your gross negligence or willful misconduct; (f) your violation of any rights of another party; or (g) any action taken by your AI Agents through the Platform, including any unauthorized API usage, data access, or third-party charges incurred by your AI Agents. We shall provide notice to you of any such claim, suit, or proceeding. Brickroad reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Brickroad in asserting any available defenses. You shall not settle any such claim without our prior written consent. This obligation shall survive this Agreement and your use of the Platform.

8. __LIMITATION OF LIABILITY__

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) NONE OF BRICKROAD PARTIES SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THIS AGREEMENT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE, ANY OTHER LEGAL OR EQUITABLE THEORY OR OTHERWISE, EVEN IF SUCH BRICKROAD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) THE BRICKROAD PARTIES' TOTAL LIABILITY FOR ANY DIRECT DAMAGES ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF (A) TOTAL FEES THAT YOU HAVE PAID TO BRICKROAD WITHIN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO ANY CLAIM; OR (B) ONE HUNDRED US DOLLARS ($100).

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.

9. __EXTERNAL WEBSITES__

The Platform may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the website administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

10. TERM AND TERMINATION

10.1.   Term and Termination.   This Agreement starts when you accept this Agreement and continues in full force for as long as you use the Platform ("Term"). You can stop using the Platform whenever you choose. Brickroad may suspend or terminate this Agreement and your access to the Platform at any time, for any reason, provided that Brickroad will use commercially reasonable efforts to provide at least fifteen (15) days' prior written notice of termination except where immediate termination is required due to a violation of this Agreement, a legal requirement, or a security risk. Upon termination you will no longer have a license to use the Platform and you must immediately cease all access to and use of the Platform; provided, however, that for a period of ten (10) days following any termination, Brickroad may permit you to access the Platform solely for the purpose of retrieving records of your prior Platform activity. Upon termination of this Agreement, Brickroad has no obligation to grant you any further access to the Platform.

10.2.   Deletion of Stored Data.   Upon any termination or expiration of the Term pursuant to Section 10.1, and following any post-termination access window described therein, Brickroad will delete from the Platform all Account data and activity records associated with your Account. Brickroad has no obligation to maintain, return, or provide further access to such materials thereafter, except that Brickroad may retain copies as required by Applicable Law, for audit, dispute-resolution, or enforcement purposes, or in routine backups retained in the ordinary course, which will be purged in accordance with Brickroad's standard retention schedules. You are solely responsible for maintaining independent backups of any data or records you wish to retain.

10.3.   Survival.   The following provisions will survive termination of this Agreement: Section 3.1 ("Subscription Fees") (until all fees are paid), Section 3.2 ("Agentic Compute Units") (with respect to non-refundability), Section 3.4 ("API Keys") (with respect to AI Agent Responsibility and Third-Party Relationships), Section 4 ("Intellectual Property"), Section 5 ("Confidentiality; Feedback"), Section 6 ("Representations and Warranties; Our Disclaimer"), Section 7 ("Indemnification"), Section 8 ("Limitation of Liability"), Section 10.1 ("Term and Termination"), this Section 10.3 ("Survival"), Section 11 ("Binding Arbitration, Class Action Waiver, and Equitable Relief"), and Section 12 ("Miscellaneous").

11. BINDING ARBITRATION; CLASS ACTION WAIVER; AND EQUITABLE RELIEF

11.1.   Binding Arbitration. In the event of a dispute arising under or relating to this Agreement or the Platform between you and Brickroad (each, a " Dispute"), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act ("FAA"). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL

RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. If you reside outside the United States, the arbitration shall be conducted in New York, New York. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration.

11.2. **Class Action Waiver.** You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

11.3. **Equitable Relief.** You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in San Francisco, California for purposes of any such action by us.

12. MISCELLANEOUS

12.1. **Changes to these Terms of Service**. These Terms of Service are effective as of the last updated date stated at the top. For material changes to these Terms (including changes to pricing, liability, or arbitration provisions), we will provide at least thirty (30) days' prior written notice to the email address associated with your Account before such changes take effect. For non-material changes, we will post the updated Terms on the Platform, and your continued use of the Platform after the effective date of any change constitutes acceptance. Please refer back to these Terms of Service on a regular basis.

12.2. **Compliance with Applicable Laws**. The Platform is based in the United States. We make no claims concerning whether the Platform or any materials accessible through it may be downloaded, viewed, or appropriate for use outside of the United States. If you access the Platform from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12.3. **Assignment.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party; provided, however, that a Party may, upon written notice to the other Party and without the consent of the other Party, assign or otherwise transfer this Agreement in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise). Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.4. **Non-Circumvention.** Where Brickroad has directly and exclusively introduced you to a Third-Party Supplier through the Platform (an "Introduced Supplier"), you agree not to circumvent Brickroad's role by transacting directly with that Introduced Supplier for the same category of data product or service for which the introduction was made, without Brickroad's prior written consent, for a period of twelve (12) months from the date of introduction. This non-circumvention obligation does not apply to: (i) Third-Party Suppliers with whom you had a pre-existing direct relationship prior to the introduction through the Platform; (ii) Third-Party Suppliers you identify through your own independent efforts; or (iii) any transactions arising from publicly available information. This obligation shall survive termination of this Agreement for the duration of such twelve (12) month period.

12.5. **Governing Law; Exclusive Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard for choice of law provisions thereof. For any dispute not subject to binding arbitration under Section 11, the parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in New York, New York for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including, but not limited to, objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.

12.6. **Severability; Waiver.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement will remain in full force and effect. No failure or delay by either Party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

12.7. **Export.** You will not export or re-export, either directly or indirectly, the Platform, or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, you will not, and shall not permit any third parties to, access or use the Platform in violation of any United States export embargo, prohibition, or restriction.

12.8. **Complete Understanding.** This Agreement constitutes the final and complete agreement between the Parties regarding the subject matter hereof, and supersede any prior or contemporaneous communications, representations, or agreements between the Parties, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements. Headings and Section summaries are for convenience only and shall not be used to limit or interpret the meaning of any of the provisions of this Agreement.

13. QUESTIONS, COMPLAINTS, CLAIMS

If you have any questions, complaints or claims with respect to the Platform, please contact us at: legal@brickroadapp.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.