METROPOLIS IQ

Master Subscription Terms and Conditions

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These Master Subscription Terms and Conditions ("Terms") are published by Metropolis IQ Technology Inc. ("MIQ") and govern MIQ-hosted subscription applications provided under an Order Form.

1. AGREEMENT AND DEFINITIONS

1.1 Agreement. These Terms, the Order Form signed by both parties that identifies them by web address, version, and effective date, and any Product Schedule or Public-Sector Addendum the Order Form expressly incorporates, form the agreement ("Agreement") between MIQ and the customer named in the Order Form ("Customer"). The Order Form incorporates the identified version by reference, and MIQ will provide a copy on request.

1.2 Precedence. In an express conflict, the order of priority is: the Order Form (including negotiated exceptions listed in it), any Public-Sector Addendum (for the customer that incorporates it), any Product Schedule (for its Product), then these Terms. Customer purchase orders and procurement or portal terms do not modify the Agreement unless an authorized MIQ officer signs a writing accepting them.

1.3 Definitions. Capitalized terms have these meanings or the meanings given where first defined.

"AI Training" means training, fine-tuning, or adjusting the parameters, weights, or embeddings of an AI or machine learning model. Serving a Customer's own content back to it, and running a model to generate a response, are not AI Training.

"Customer Inputs" means data, documents, files, prompts, and other information that Customer or its Authorized Users submit to a Product. **"Customer Outputs"** means reports, analyses, charts, maps, narratives, and other works they create, finalize, save, or export using a Product, including any Input Elements and any findings or figures derived from MIQ Data or Third-Party Data that support the analysis ("Embedded Data"). **"Customer Content"** means both.

"Input Elements" means any part of a Customer Output that reproduces, quotes, paraphrases, summarizes, or otherwise substantially reveals the content of Customer Inputs, in original or altered form, so that they or a material part of them can reasonably be recovered, identified, or inferred. Findings Customer derives by analyzing Customer Inputs with MIQ Data or Third-Party Data are not Input Elements unless they disclose the Customer Inputs. **"Licensed Outputs"** means Customer Outputs other than Input Elements and any Customer Output MIQ excludes entirely under Section 4.3.

"MIQ Technology" means the Products and their software, models, algorithms, prompts, workflows, methodologies, and documentation, all MIQ Data, and all improvements and derivatives of them, excluding Customer Content and Third-Party Data. **"MIQ Data"** means datasets, indices, scores, estimates, and other data owned or controlled by MIQ and made available through a Product. **"Third-Party Data"** means data, content, and models owned by third parties and licensed to MIQ.

"Raw Data" means MIQ Data and Third-Party Data in record-level, tabular, granular, or other underlying form, including any dataset, table, file, feed, or extract that is not a finished analytical work, and any Reconstructed Dataset. A **"Reconstructed Dataset"** is any compilation, appendix, table, or file, however formatted, aggregated, or modified, from which a recipient could reasonably rebuild a material portion of Raw Data or that could substitute for access to it.

"Product" means an MIQ-hosted subscription application identified in an Order Form (for example, MIQ Studio) and its web interface, functions, and updates, but not an Excluded Product. A **"Product Schedule"** is a schedule for a Product that the Order Form expressly incorporates.

"Excluded Product" means any API, Model Context Protocol (MCP) server or connector, SDK, developer integration, data feed, bulk export, or other product or service providing Programmatic Access, alone or as a feature of another product. **"Programmatic Access"** means access to or from a Product, MIQ Data, or Third-Party Data other than by a human Authorized User through the Product's standard web interface, including by APIs, MCP, scripts, bots, scrapers, automated browsers, or other automated or AI agents. MIQ's own internal use of APIs, models, or services to operate a Product is not Programmatic Access, and a function of a Product's web application is not an Excluded Product merely because MIQ operates it that way.

1.4 Excluded and future Products. These Terms do not apply to, and no Order Form authorizes, any Excluded Product, which MIQ provides only under a separate written agreement it signs that expressly covers it. MIQ may offer additional Products under these Terms by Order Form and, where needed, a Product Schedule; each Product's pricing, entitlements, and usage terms are set only in those documents.

2. SUBSCRIPTION LICENSE AND AUTHORIZED USERS

2.1 License. Subject to the Agreement and payment of Fees, MIQ grants Customer a limited, nonexclusive, nontransferable, nonsublicensable right during the Subscription Term to use the Products in the Order Form through its Authorized Users for Customer's internal business purposes, including preparing Customer Outputs for use under Section 5.

2.2 Named users; employees only. Each license is for one named individual and may not be shared. Only employees of Customer may be assigned a license ("Authorized User"), in a category (such as Working User or Viewer User) with the entitlements in the Order Form, and only they may access a Product directly. Employees of Customer's parents, affiliates, member organizations, or partners, and contractors, consultants, members, and customers, may not. Customer may reassign a license only when an Authorized User leaves or changes role, and will promptly license any use above its licensed quantity at the Order Form rates (or MIQ's then-current rates), prorated. Customer will not share accounts or resell access to a Product unless MIQ agrees in a signed amendment or license. Providing finished Customer Outputs to third parties under Section 5 is not access. Customer is responsible for activity under its accounts and its Authorized Users' compliance, will keep credentials confidential, and will promptly report unauthorized access.

2.3 Reasonable use. Subscriptions are for reasonable business use and are not unlimited. MIQ may monitor consumption, review usage records to confirm compliance, enforce product-specific usage allowances in the Order Form or a Product Schedule, and apply reasonable controls to protect platform resources, reliability, and security, including throttling, queuing, rate limits, and limits on resource-intensive operations, acting immediately where needed to protect stability or security. If usage regularly exceeds what is reasonable, MIQ may propose additional Fees or a different subscription and continue the controls until the parties agree. These controls are not a breach.

3. ACCEPTABLE USE AND RESTRICTIONS

3.1 Prohibited conduct. Customer will not, and will not permit anyone to:

(a) reverse engineer or attempt to derive the source code, model weights, prompts, workflows, algorithms, or methodology of MIQ Technology, or replicate it, except as law permits;

(b) scrape, crawl, or systematically extract or accumulate Raw Data, including through bulk or repetitive queries or exports designed to rebuild a dataset;

(c) use MIQ Data or Third-Party Data to train, fine-tune, evaluate, or benchmark any AI model other than MIQ Technology, or to build competing software or data products, without MIQ's prior written authorization (ordinary use of finished Customer Outputs under Section 5 is permitted, but not bulk use to train a model intended to compete with a Product);

(d) submit Raw Data to any consumer-grade, public, or unapproved AI service, meaning one not verified to be provided under written terms that prohibit training on submitted content and require confidential handling;

(e) connect a Product to, or permit access to it through, any MCP server, API, AI agent, automated browser, or other tool enabling Programmatic Access without MIQ's advance written authorization of the specific connection;

(f) share credentials, create multiple accounts, bypass access controls, license limits, or usage controls, or interfere with a Product's security, including by probing for vulnerabilities without MIQ's written consent;

(g) use a Product or its data to re-identify, locate, or track any individual, device, or household, reconstruct an individual's location history, or profile individuals on sensitive characteristics in violation of law, or as the sole basis for a decision with legal or similarly significant effects on an individual;

(h) remove proprietary or licensor notices, violate the Data Use Terms (Section 5.4), or use a Product unlawfully or in violation of export or sanctions laws.

3.2 Permitted analysis. Section 3.1 does not prohibit economic, geographic, business, or workforce analysis that does not identify individuals, or the download, commercial use, or processing of finished Customer Outputs with other software as Section 5 permits, if Customer does not use that processing to extract, reconstruct, or distribute Raw Data.

4. CUSTOMER CONTENT, OUTPUTS, AND DATA RIGHTS

4.1 Inputs. Customer retains all rights in Customer Inputs and grants MIQ and its service providers (third parties supplying data, AI services, hosting, or other services to MIQ, "Service Providers") a limited license to host, process, and display them solely to provide and support the Products for Customer, maintain security, prevent abuse, and comply with law. This license does not permit AI Training.

4.2 Outputs; license to MIQ. Subject to the rights of MIQ and its licensors in MIQ Technology and Third-Party Data, Customer owns the original works of authorship in its Customer Outputs, and MIQ assigns to Customer any rights it may have in that original expression. Customer grants MIQ a perpetual, worldwide, nonexclusive, royalty-free, fully paid license, sublicensable to Service Providers acting for MIQ, to use, reproduce, analyze, and create derivative works of Licensed Outputs for MIQ's internal business purposes, including research and development, quality assurance, improving MIQ's methodologies and software, and training, testing, and improving MIQ's AI systems. The license survives expiration or termination and deletion of Customer Content.

4.3 Input Elements excluded. The license in Section 4.2 does not extend to Input Elements, which MIQ will exclude from every use under it and from any AI Training dataset. If MIQ determines in good faith that Input Elements cannot reasonably be separated from the rest of a Customer Output, it may exclude the entire Customer Output. MIQ will maintain reasonable, risk-based procedures designed to identify and exclude Input Elements and keep Customer Inputs separate from Licensed Outputs. No procedure can catch every indirect disclosure or inference, and MIQ does not guarantee that it will, but MIQ will not knowingly use Input Elements in violation of this Section.

4.4 No AI Training on Customer Inputs. MIQ will not use Customer Inputs, including uploaded files and prompts, or any copy, embedding, or derivative of them, for AI Training, and will not permit Service Providers to do so. If MIQ learns that Customer Inputs or Input Elements are in a dataset it maintains for AI Training, it will promptly remove them, but need not retrain or alter a model trained in good faith before they were identified. MIQ's rights in Licensed Outputs do not permit it to retain or use Customer Inputs or Input Elements for AI Training or beyond Section 9.4.

4.5 Publicity; Usage Data. MIQ will not publicly disclose Customer-specific Customer Outputs, or use identifiable Customer Outputs in marketing, without Customer's prior written approval; internal use under Section 4.2 is not public disclosure. MIQ may use technical and statistical information about use and performance of the Products, excluding the substance of Customer Content ("Usage Data"), to operate, secure, support, bill for, and improve the Products, and may disclose it in aggregated, de-identified form.

4.6 Public information only; Prohibited Data. Customer will submit only information it would be willing to make public, and will not submit confidential business information; nonpublic financial, employment, or personnel records; personal information not lawfully available for public use; government ID numbers; payment card data; protected health information; passwords or credentials; third-party confidential information; or information restricted by agreement or law ("Prohibited Data"). Customer is responsible for the lawfulness of its Customer Inputs and for having the rights and consents to submit them. MIQ may review, remove, or quarantine suspected Prohibited Data and suspend or terminate access under Section 10, but MIQ's obligations in Sections 7 and 9 apply to Customer Content whether or not it complies with this Section.

5. MIQ INTELLECTUAL PROPERTY AND THIRD-PARTY DATA

5.1 MIQ ownership. MIQ and its licensors own all right, title, and interest in MIQ Technology and Third-Party Data, including software, models, algorithms, proprietary prompts, workflows, methodologies, underlying datasets, and all improvements to them. Their appearance in, or use to create, a Customer Output transfers no ownership or other right to Customer beyond this Section 5. MIQ reserves all rights not expressly granted.

5.2 Commercial use of finished reports. During and after the Subscription Term, Customer may publish, distribute, license, and sell or otherwise commercially exploit finished Customer Outputs, including Embedded Data, to any person, subject to Sections 5.3 and 5.4. To the extent MIQ has the right, MIQ grants Customer a worldwide, nonexclusive, royalty-free license, surviving expiration or termination, to reproduce, distribute, and display Embedded Data as incorporated in finished Customer Outputs and to permit recipients to use it as part of them; for Embedded Data derived from Third-Party Data, the license is limited to the rights MIQ holds from the licensor and is subject to the Data Use Terms. It grants no right in underlying MIQ Data or Third-Party Data. Termination for Customer's breach does not by itself revoke the right to distribute finished Customer Outputs created before termination, but does not excuse any distribution of Raw Data.

5.3 Raw Data restriction. Customer will not sell, license, redistribute, publish, or otherwise make available Raw Data to any third party in any form, including as an appendix, downloadable table, spreadsheet, database, dashboard, data room, or feed, or structure a Customer Output to deliver Raw Data. A finished analytical work presents analysis, interpretation, conclusions, narrative, or visualization, with figures supporting the analysis rather than being the

product itself, and is not Raw Data merely because it contains numbers, statistics, charts, maps, or tables. Formatting, minor aggregation, rounding, or conversion to another file format does not turn Raw Data into a finished work. Factors for a Reconstructed Dataset include granularity finer than the analysis requires, volume relative to the accompanying analysis, and machine-readable or downloadable form.

5.4 Third-Party Data; attribution. Third-Party Data may be subject to licensor restrictions, such as attribution, aggregation thresholds, and limits on redistribution or particular uses. MIQ will identify them in the Order Form, a Product Schedule, its documentation, or in-product notices ("Data Use Terms"), where reasonably practicable before Customer creates an affected Customer Output, and Customer will comply with them. Customer will retain source attributions and licensor notices in a Customer Output and will not imply MIQ's endorsement. A licensor may enforce Sections 3, 5.3, and 5.4 as to its data.

6. FEES, PAYMENT, AND RENEWAL

6.1 Fees and billing. Customer will pay the fees stated in the Order Form ("Fees") for the full committed Subscription Term. Unless the Order Form states otherwise, Fees are billed annually in advance, and each invoice, emailed to Customer's billing contact, is due 30 days after the invoice date. The Order Form may provide for quarterly prepayment or another schedule (an "Installment Schedule"), which is a payment accommodation and does not shorten the committed term. If Customer does not pay an installment when due and does not cure within 10 days after MIQ's written notice, MIQ may declare all remaining unpaid Fees for the Subscription Term immediately due.

6.2 Late charges. Undisputed amounts unpaid after the due date accrue a late charge of 1.5% per month, or the maximum rate permitted by applicable law if lower, on the overdue balance until paid.

6.3 Disputes; no setoff. To dispute an invoice in good faith, Customer must notify MIQ in writing within 15 days after receiving it, identifying the disputed amount and the basis. Customer must pay all undisputed amounts when due while the dispute is resolved. This notice period does not waive any dispute or defense that cannot lawfully be waived. Customer may not withhold, set off, or deduct any undisputed amount against Fees or other payment obligations.

6.4 Collection costs. If Customer fails to pay undisputed Fees when due, MIQ may recover the reasonable costs it incurs to collect them, including reasonable attorneys' fees, collection agency fees, court costs, and arbitration costs, to the extent permitted by applicable law. This right is limited to collecting unpaid Fees owed under the Agreement. It is not a general prevailing-party or fee-shifting provision.

6.5 Taxes. Fees exclude sales, use, value-added, withholding, and similar taxes, which Customer will pay, other than taxes on MIQ's net income, and Customer will provide a valid exemption certificate if it claims an exemption.

6.6 Noncancelable; nonrefundable. Except as Sections 6.8, 10.3, 12.3, and 14.2(d) expressly provide, subscriptions are noncancelable and Fees are nonrefundable. If Customer cancels or stops using a Product during a committed term for any other reason, no refund is due, no unpaid Fees are released, and all unpaid Fees for that term remain payable. MIQ will not change Fees during a Subscription Term except for additional licenses under Sections 2.2 and 6.9.

6.7 Term and renewal. Each Product's initial term begins on the start date in the Order Form and lasts 12 months unless the Order Form states otherwise (the "Initial Term"); the Initial Term and each Renewal Term are the "Subscription Term." Unless the Order Form states a different structure, each subscription renews automatically for successive 12-month terms ("Renewal Terms") unless either party gives written notice of nonrenewal at least 30 days before the end of the Subscription Term. MIQ will email Customer's primary and billing contacts a reminder at least 60 days before the Subscription Term ends, stating the expiration date and nonrenewal deadline. MIQ may change Fees for a Renewal Term by written notice at least 60 days before the end of the Subscription Term, subject to any renewal price protection in the Order Form; a later notice does not apply to the next Renewal Term unless Customer agrees.

6.8 Late reminder. If MIQ sends the reminder late or not at all, the subscription still renews, but Customer may cancel the Renewal Term by written notice through the end of the "Late Reminder Period," which ends 30 days after MIQ sends the reminder (or 90 days after the Renewal Term begins if MIQ never sends it) and never before the nonrenewal deadline. Notice before the Renewal Term begins ends the subscription at the end of the current term and cancels any renewal invoice. Notice after it begins ends the Renewal Term on the notice date, with Fees adjusted under Section 6.10 using that date as the Proration Date. This Section is Customer's sole remedy for a late or missing reminder.

6.9 Additional licenses. Customer may add licenses by Order Form or written order MIQ accepts, co-terminous with the then-current term, charged at the Order Form rates (or MIQ's then-current rates) prorated for the remaining term, and renewing with the subscription. Customer may reduce license quantities only at renewal, on written notice at least 30 days before the end of the Subscription Term.

6.10 Proration of Fees. Where the Agreement refers to this Section, Fees are adjusted as of a stated date (the "Proration Date"). "Term Fees" means total Fees for the affected Subscription Term (or, under Section 6.8, the Renewal Term), excluding one-time fees for services already performed, allocated in equal daily amounts unless the Order Form says otherwise. On the Proration Date: (a) Customer is released from all unpaid Term Fees attributable to days after it, whether or not invoiced or due; (b) MIQ will refund within 30 days the amount by which Fees paid exceed Term Fees attributable to days through it; and (c) Customer will pay within 30 days any unpaid Term Fees attributable to days through it. No Fees attributable to days through the Proration Date are refunded or released. This Section applies only where the Agreement refers to it, never to voluntary cancellation.

7. SERVICE CHANGES, AVAILABILITY, AND SECURITY

7.1 Changes. MIQ may change Service Providers, data sources, methodologies, models, and features without Customer's consent, provided the Essential Functionality of the purchased Product remains substantially similar. "Essential Functionality" means a Product's principal functions as described in the Order Form, any Product Schedule, and MIQ's user documentation at the Order Form date, excluding beta or preview features. If a change permanently removes or materially impairs Essential Functionality so the Product is no longer substantially similar, Customer may treat it as a material breach under Section 10.3, and MIQ may cure by restoring the functionality or providing substantially similar functionality by other means. Any other change is not a breach and entitles Customer to no refund.

7.2 Availability and support. MIQ will use commercially reasonable efforts to make the Products available and provide support through its stated channels. The Agreement includes no uptime percentage, response time, or service credits. MIQ may interrupt or modify the Products for maintenance, security measures, and events beyond its reasonable control, and an interruption is not a breach while MIQ uses commercially reasonable efforts to restore service.

7.3 Security. MIQ maintains commercially reasonable administrative, technical, and organizational measures designed to protect Customer Content in its possession or control against unauthorized access, use, disclosure, alteration, and loss, which to a commercially reasonable extent include encryption, access controls, security monitoring, vulnerability remediation, and incident response procedures. MIQ does not commit to any particular standard, framework, procedure, or remediation deadline, or represent that it holds any security certification unless the Order Form or a Product Schedule says so.

7.4 Security Incidents; privacy. A "Security Incident" is a confirmed unauthorized access to, or acquisition, disclosure, or loss of, Customer Content, user account information, credentials, or other non-public Customer information in MIQ's possession or control that MIQ reasonably determines compromises its confidentiality or integrity; unsuccessful attempts and events such as pings, port scans, failed log-ins, and denial-of-service attempts that cause no compromise are not Security Incidents. MIQ will notify Customer of a Security Incident without undue delay after confirming it, and as law requires, and will take reasonable steps to investigate, contain, and remediate it, including requiring credential resets. Notice is not an admission of fault. MIQ will process personal information under its published privacy policy and applicable law.

8. AI CONTENT AND CUSTOMER RESPONSIBILITIES

8.1 No guarantee; Customer review. Outputs use statistical methods, third-party data, and AI models and may contain errors, omissions, or AI-generated inaccuracies. MIQ does not guarantee the accuracy, completeness, or suitability of any output. Customer is responsible for independently reviewing and validating Customer Outputs before relying on, publishing, or selling them. Outputs are not legal, financial, tax, investment, medical, or other professional advice.

8.2 Legal compliance and disclosure. Customer is responsible for complying with laws that apply to its use, publication, or resale of AI-generated content, including disclosure and labeling requirements that apply to it as a publisher or user, and will not remove an AI-content disclosure or provenance marker that a Product embeds without substituting one meeting the same requirement.

9. CONFIDENTIALITY AND DATA RETENTION

9.1 Confidentiality. Each party ("Recipient") will use the other's non-public information that is marked confidential or would reasonably be understood as confidential ("Confidential Information") only to perform and exercise its rights under the Agreement, protect it with reasonable care, and disclose it only to personnel, Service Providers, and advisors who need to know it and are bound by comparable duties. MIQ's Confidential Information includes non-public aspects of MIQ Technology, Raw Data, security information, and pricing; Customer's includes non-public Customer Inputs. Public, previously known, independently developed, or lawfully received information, and published

Customer Outputs, are not Confidential Information. The Recipient may disclose Confidential Information as law or legal process (including public records law) requires, after prompt notice where lawful. These duties last three years after the Agreement ends, and for trade secrets as long as they remain trade secrets. Section 4 governs MIQ's rights in Licensed Outputs and Usage Data.

9.2 Export and deletion on request. Customer is responsible for exporting Customer Content it wishes to keep before its subscription ends. During the term, MIQ will honor legitimate written requests to delete Customer Inputs within a commercially reasonable time, subject to Section 9.4.

9.3 Deletion after expiration or termination. Access ends on expiration or termination. Within 30 days afterward, MIQ will delete Customer Inputs and Customer's workspace and account content, including Customer Outputs that are not Licensed Outputs and any Input Elements, subject to Section 9.4. This includes removing Customer Inputs and Input Elements from any dataset MIQ maintains for AI Training, but MIQ need not retrain or alter a model already trained as Section 4.4 permits. MIQ will confirm deletion in writing on request.

9.4 Permitted retention. MIQ may retain, for the stated purposes only: (a) Licensed Outputs and materials, analyses, and models derived from them, for the purposes in Section 4.2, but never Customer Inputs, Input Elements, or excluded Customer Outputs; (b) Usage Data; (c) backup copies of Customer Inputs and account content, which MIQ keeps isolated from production use and AI Training, will not restore except to recover systems, and will delete in its ordinary backup rotation within ninety (90) days after the date in Section 9.3; (d) billing, tax, and contract records for the period law requires or reasonably needed for audit and disputes, security and access logs for as long as reasonably needed for security and legal purposes, and records subject to a legal hold or pending or anticipated claim for its duration, but no Customer Inputs except as law or a legal hold requires; and (e) account and order records. Information retained under clauses (c) through (e) remains subject to Sections 7.3 and 9.1 and will not be used for any other purpose. Deletion does not end Customer's rights in exported or distributed copies of Customer Outputs, or the license in Section 4.2.

10. SUSPENSION AND TERMINATION

10.1 Suspension by MIQ. MIQ may suspend access to a Product, in whole or in part, including particular accounts or functions, immediately and with or without notice, if MIQ reasonably determines that: (a) Customer or an Authorized User has breached the Agreement, including by submitting Prohibited Data, using Programmatic Access without authorization, sharing credentials or accounts, or violating Section 2.2, 3, 4.6, or 5.3; (b) Customer has failed to pay undisputed Fees within 10 days after MIQ's written notice that they are past due; (c) an account or credential is compromised or used in a way that threatens the security, integrity, or availability of a Product, MIQ Data, or any person's data; or (d) suspension is necessary to comply with law, legal process, or a Service Provider requirement. MIQ will limit a suspension to what it reasonably considers necessary and restore access promptly once the cause is resolved to its reasonable satisfaction. For a curable, non-serious breach, MIQ will use commercially reasonable efforts to notify Customer by email, before or promptly after suspension, of the reason and, where practicable, the steps to restore access, but failure to do so does not affect its rights. Fees continue to accrue during a suspension, and no credit or refund is due for a permitted suspension.

10.2 Emergency security action. MIQ may take any action it reasonably considers necessary, immediately and without notice, to respond to an actual or suspected security threat or unlawful activity, including disabling credentials, blocking network addresses, isolating or removing content, and suspending accounts, and will notify Customer afterward as soon as reasonably practicable.

10.3 Termination by Customer for MIQ's uncured material breach. If MIQ materially breaches the Agreement (including by a change described in Section 7.1):

(a) Customer must give MIQ written notice under Section 14.1 that refers to this Section and reasonably describes the breach, and MIQ has 15 calendar days after receipt to cure it;

(b) if MIQ does not cure, Customer may terminate the affected subscription by written notice given within 30 days after the cure period ends, effective on a date stated in the notice that is no earlier than MIQ's receipt and no later than 30 days after it (the "Termination Effective Date"), failing which Customer waives the right to terminate for that breach (without affecting its rights for a later or continuing breach);

(c) Fees for the terminated subscription are adjusted under Section 6.10 using the Termination Effective Date as the Proration Date, so that Customer receives a refund of prepaid Fees for undelivered service and is released from unpaid installments for the period after that date, and Customer must continue to pay undisputed Fees when due until then;

(d) this termination right and Fee adjustment are Customer's sole and exclusive remedy for the breach, other than MIQ's obligations under Section 12.1, and are subject to Section 12; and

(e) they do not apply to dissatisfaction with a Product or Customer Output, a change permitted by Section 7.1, a control under Section 2.3, a suspension or interruption the Agreement permits, or an event described in Section 14.4, or while Customer is itself in uncured material breach, and voluntary early cancellation gives no refund or release of Fees (Section 6.6).

10.4 Termination by MIQ. MIQ may terminate the Agreement, or any Order Form or subscription under it, by written notice to Customer: (a) immediately, if Customer breaches Section 2.2, 3.1, 4.6, or 5.3, or otherwise infringes or misappropriates MIQ's or its licensors' intellectual property; (b) if Customer fails to pay undisputed Fees within 10 days after MIQ's written notice that they are past due; or (c) if Customer commits any other material breach and does not cure it within 15 calendar days after MIQ's written notice. MIQ may, in its discretion, allow a cure period for a breach described in clause (a), and doing so does not waive its rights for any other breach.

10.5 Expiration; effect of termination; survival. A subscription ends on the last day of its Subscription Term if not renewed under Section 6.7, with no notice of breach, cure period, or refund. On expiration or termination, Customer's right to use the Products ends and Customer remains liable for Fees accrued or invoiced before that date. If MIQ terminates under Section 10.4, or Customer terminates or stops paying other than under Section 6.8, 10.3, 12.3, or 14.2(d), all Fees for the remainder of the then-current committed Subscription Term become immediately due and are not refundable; the parties agree these Fees are the price of the committed term, that MIQ's costs do not decrease in proportion to unused time, and that this is not a penalty. Customer's rights under Section 5, MIQ's rights under Sections 4.2, 4.5, and 9.4, and all provisions that by their nature should survive (including Sections 3 as to Raw Data, 4.4, 6 as to accrued amounts, 9, 11, 12, 13, and 14) survive.

11. WARRANTIES AND DISCLAIMERS

11.1 Warranties. Customer warrants that it has all rights needed to submit its Customer Inputs and grant the licenses in the Agreement and that its use of the Products and Customer Outputs will comply with law. MIQ will provide the Products using commercially reasonable skill and care, and Customer's remedy for breach of this warranty is stated in Section 10.3.

11.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE PRODUCTS, MIQ DATA, THIRD-PARTY DATA, AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, MIQ DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NON-INFRINGEMENT, AND ANY WARRANTY OF UNINTERRUPTED OR ERROR-FREE OPERATION OR THAT ANY OUTPUT IS ACCURATE, COMPLETE, OR PROTECTABLE BY COPYRIGHT. THIS DISCLAIMER DOES NOT LIMIT MIQ'S OBLIGATIONS UNDER SECTION 12.1.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

12.1 By MIQ. MIQ will defend Customer against any third-party claim alleging that a Product, as provided by MIQ and used in accordance with the Agreement, infringes or misappropriates that party's United States patent, copyright, trademark, or trade secret rights (an "IP Claim"), and will pay damages and costs finally awarded against Customer or agreed by MIQ in settlement. MIQ has no obligation to the extent a claim arises from Customer Content; Third-Party Data (except that MIQ will pass through any recovery it obtains from the licensor attributable to Customer's loss); modification of a Product by anyone other than MIQ; combination with items MIQ did not provide, if the claim would not have arisen without it; use in breach of the Agreement; a free, beta, or preview feature; or use continued after MIQ's notice to stop.

12.2 By Customer. Customer will defend MIQ, its affiliates, and their directors, officers, employees, and Service Providers against any third-party claim arising from or relating to: (a) Customer Inputs, including a claim that they infringe or violate a person's rights or are or contain Prohibited Data; (b) Customer's or its Authorized Users' breach of Section 2.2, 3, 4.6, or 5; (c) Customer Outputs and their publication, distribution, or sale, including claims by recipients or persons relying on them and content Customer authored or added; or (d) Customer's violation of law or the Data Use Terms, including a claim by a licensor of Third-Party Data; and will pay damages and costs finally awarded against them or agreed by Customer in settlement. Customer has no obligation to the extent a claim arises from MIQ's breach or is one MIQ must indemnify under Section 12.1, and its obligations are subject to any limitation in an incorporated Public-Sector Addendum.

12.3 MIQ remedies; procedure. If an IP Claim is made or in MIQ's opinion is likely, MIQ may, at its option and expense, procure the right for Customer to continue using the affected Product, modify or replace it to be non-infringing with substantially similar functionality, or, if neither is commercially reasonable, terminate the affected subscription effective on a date stated in notice, with Fees adjusted under Section 6.10 using that date as the Proration Date. This Section 12 states MIQ's entire liability, and Customer's exclusive remedy, for IP Claims. The indemnified party will give prompt written notice (delay relieves the indemnifying party only to the extent

prejudiced), sole control of the defense and settlement, and reasonable cooperation at the indemnifying party's expense; no settlement may admit fault of the indemnified party without its consent.

12.4 Excluded damages. EXCEPT AS PROVIDED IN SECTION 12.6, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS, REVENUE, OR GOODWILL, LOSS OF DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THE AGREEMENT, UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THEIR POSSIBILITY. THIS SECTION DOES NOT LIMIT AMOUNTS PAYABLE TO THIRD PARTIES UNDER A PARTY'S OBLIGATIONS IN THIS SECTION 12, WHICH ARE SUBJECT TO SECTIONS 12.6 AND 12.7.

12.5 General cap. EXCEPT AS PROVIDED IN SECTIONS 12.6 AND 12.7, TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF AN ORDER FORM AND THE AGREEMENT AS IT APPLIES TO THAT ORDER FORM WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THAT ORDER FORM FOR THE 12 MONTHS BEFORE THE EVENT FIRST GIVING RISE TO THE LIABILITY (OR, IF THAT EVENT OCCURS IN THE FIRST 12 MONTHS OF THE SUBSCRIPTION TERM, THE FEES PAYABLE FOR THOSE 12 MONTHS) (THE "GENERAL CAP"). THE GENERAL CAP IS A SINGLE AGGREGATE LIMIT FOR ALL CLAIMS TO WHICH IT APPLIES UNDER THAT ORDER FORM.

12.6 Exceptions. Sections 12.4 and 12.5 do not apply to: (a) liability for fraud or willful misconduct; (b) liability that cannot be limited under applicable law; (c) Customer's obligation to pay Fees, including late charges and collection costs under Section 6; (d) Customer's liability for breach of Section 3 or 5.3, or for infringement or misappropriation of MIQ's or its licensors' intellectual property or Raw Data; or (e) Customer's obligations under Section 12.2.

12.7 Enhanced Cap. Each party's aggregate liability for breach of Section 9.1 (Confidentiality), and MIQ's aggregate liability under Section 12.1, will not exceed two times the General Cap (the "Enhanced Cap"), and MIQ's defense costs under Section 12.1 count toward it. For those claims the Enhanced Cap replaces the General Cap and is not added to it. The caps are not cumulative: a party may not recover under both for the same liability, and in no event will its total liability for the same or related events exceed the Enhanced Cap, except as provided in Section 12.6. Claims arising from the same event or a series of related events are treated as one claim, and may not be divided to multiply any limit. Liability for a Security Incident is subject to the General Cap, not the Enhanced Cap. Breach of Section 3 or 5.3 is governed by Section 12.6(d), not this Section.

12.8 Basis of the bargain; time to sue. These limitations apply even if a remedy fails of its essential purpose. To the extent permitted by law, a party must commence any claim arising out of the Agreement within one year after it accrues, except claims for payment of Fees and claims described in Section 12.6(d).

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing law; informal resolution. The Agreement is governed by California law, without regard to its conflict-of-laws rules. Before arbitration, the parties will try in good faith for 30 days after written notice to resolve the dispute through executives with authority to settle, without delaying relief under Section 13.4.

13.2 Binding arbitration. Any dispute arising out of or relating to the Agreement, including its validity and arbitrability (a "Dispute"), will be finally resolved by binding arbitration administered by JAMS in San Diego, California, before one arbitrator. The JAMS Streamlined Arbitration Rules and Procedures apply to any Dispute in which no claim or counterclaim exceeds $250,000, not including interest or attorneys' fees, or that the parties agree to so arbitrate; all others are arbitrated under the JAMS Comprehensive Arbitration Rules and Procedures, in each case as in effect when the demand is filed. The Federal Arbitration Act governs this Section. The arbitrator will apply California substantive law and the limitations in the Agreement, may award only remedies a court could award, and will issue a reasoned written award. To keep proceedings proportionate, the arbitrator will decide Disputes of $50,000 or less on written submissions unless a hearing is necessary, hearings will be by video unless the arbitrator finds an in-person hearing necessary, and discovery is limited to key documents and targeted document requests unless the arbitrator finds more necessary and proportionate. Disputes are arbitrated individually, with no class or representative proceeding.

13.3 Fees and costs; confidentiality. Each party bears its own attorneys' fees and costs, subject to mandatory law and except for collection costs recoverable under Section 6.4. JAMS administrative fees and arbitrator compensation are allocated under the applicable JAMS rules and applicable law. To the extent permitted by law, the arbitration is confidential, except as needed to enforce an award, comply with law (including public records law), or inform advisors bound by confidentiality duties.

13.4 Courts; equitable relief. Judgment on the award may be entered in any court of competent jurisdiction. For any proceeding to compel arbitration or to confirm, vacate, or enforce an award, and for equitable relief, each party submits to the exclusive jurisdiction of the state and federal courts located in San Diego County, California. Either party may seek injunctive or other equitable relief from those courts, without first complying with Section 13.1 and without waiving arbitration of the remaining Dispute, to stop actual or threatened infringement or misappropriation

of intellectual property, breach of Section 3, 5.3, or 9.1, or a threat to security. A party may bring an individual claim in small claims court if it qualifies.

13.5 Public agencies. If Customer is a public agency that cannot lawfully agree to binding arbitration, California law, or the venue in this Section 13, Sections 13.1 through 13.3 apply only as provided in a Public-Sector Addendum the Order Form incorporates; otherwise this Section 13 applies as written.

14. GENERAL TERMS AND AMENDMENTS

14.1 Notices. Notices must be in writing and sent to the notice address or email in the Order Form (which each party may update by notice). Notices of breach, termination, indemnity claims, and Disputes must be sent by courier or by email with confirmation of receipt; other notices, including renewal reminders and nonrenewal notices, may be sent by email. Notice is effective on courier delivery or the next business day after email.

14.2 Versions and changes. MIQ publishes each version of these Terms at the web address above with its version number and effective date, and keeps prior versions available. The version identified in an Order Form governs it for its Initial Term and, subject to this Section, each Renewal Term. MIQ may change these Terms as follows:

(a) Corrections. MIQ may correct errors, update contact details, reorganize provisions, and make clarifications that do not reduce Customer's rights or increase its obligations, effective on publication.

(b) Routine updates. MIQ may update its documentation, Data Use Terms, product descriptions, support channels, privacy policy, and Product Schedules (which apply only if the Order Form incorporates them) on at least 30 days' notice by email or in-product notice where the update affects Customer's use, or sooner if law or a Service Provider requires, but not so as to materially reduce Customer's rights or increase its obligations for the current Subscription Term.

(c) Material changes. A change that materially reduces Customer's rights, increases its obligations or costs, or shifts risk does not apply during the current Subscription Term. MIQ may apply it to the next Renewal Term by notice identifying the new version at least 60 days before the end of the current term. Customer may give nonrenewal notice under Section 6.7, in which case the current version governs the rest of the term; otherwise continued use after renewal is acceptance.

(d) Changes required by law. MIQ may apply a modification that a change in law requires to existing customers on notice, to the minimum extent required. If it materially and adversely affects Customer and the parties cannot agree on an alternative within 30 days, either may terminate the affected subscription by notice effective on a stated date no earlier than receipt, with Fees adjusted under Section 6.10 using that date as the Proration Date.

(e) Negotiated terms. Fees, term, renewal terms, price protections, discounts, and other terms in an Order Form can be changed only by a written amendment signed by both parties. A new version does not apply retroactively to Customer Content or earlier-arising rights, except as law requires.

14.3 Public-sector customers. These Terms apply to public-sector customers on the same basis as other customers. A Public-Sector Addendum applies only if the Order Form expressly incorporates it, only to the customer that signs it, and only as written, and its provisions are not granted by implication. A public-sector Customer represents that the signer is authorized and applicable approval, procurement, and appropriation requirements are satisfied.

14.4 General. Customer may not assign the Agreement without MIQ's prior written consent; MIQ may assign it to an affiliate or successor to the related business on notice. Neither party is liable for delay or failure to perform, other than a failure to pay money, caused by events beyond its reasonable control, including natural disaster, war, governmental action, utility or internet failure, or a Service Provider failure not caused by MIQ's breach. Neither party will use the other's name or marks in publicity without prior written approval, but Customer may truthfully state that a report was prepared using a Product. There are no third-party beneficiaries, except persons indemnified under Section 12.2 and licensors under Section 5.4.

14.5 Entire agreement; amendments. The Agreement is the entire agreement of the parties on its subject and supersedes all prior proposals and agreements on it. Except as Section 14.2 provides, an amendment or waiver must be in writing and signed by the party to be bound, and a delay in enforcing a right is not a waiver. An unenforceable provision will be enforced to the maximum extent permitted and the rest remains in effect.