

Iudex Terms of Service

Please read these Terms of Service (these “**Terms**”) carefully, as they constitute a legally binding agreement between SFive Inc. d.b.a Iudex, a Delaware corporation (“**Iudex**,” “**we**,” “**us**” or “**our**”) and an end-user (“**you**” and “**your**”), and apply to your use of our website and services, which include the use of our application log data analysis services (collectively, the “**Services**”). In case you are utilizing the Services as a representative of or on behalf of another party (e.g. your employer or customer, collectively the “**Client**”), your acceptance of these Terms also binds the Client.

This is a binding agreement. If you use the Services or click accept or agree to these Terms if presented to you in a user interface for the Services, you hereby accept and we understand this as your acceptance of these Terms and your agreement to all of its terms and conditions. If you are entering into these Terms on behalf of a Client, you represent and warrant that you have the authority to bind the Client to these Terms, and in such event and unless otherwise noted, “you” and “your” will refer and apply to that party. **If you do not agree to all of these Terms, you are not authorized to use the Service and you must promptly cease using it.**

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes as further described below. Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a “**Dispute**”), except for any controversy, allegation, or claim that arises out of or relates to our actual or alleged intellectual property rights (an “**Excluded Dispute**”), shall be finally resolved by arbitration. **The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitrator or arbitral panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration provisions will remain in force.

1. Acceptance of these Terms

You hereby agree to accept these Terms by (a) either using our Service, or (b) by opening an account under a username. BEFORE YOU DO EITHER OF THOSE, PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT USE THE SERVICE OR SET UP AN ACCOUNT.

You also agree to abide by other Iudex rules and policies, including our Privacy Policy (which explains what information we collect from you and how we protect it) that are expressly incorporated into and are a part of these Terms. Please read them carefully.

Once you accept these Terms you are bound by them until they are terminated. See Section 11 (Term and Termination).

2. Using the Services

- a. Right to Use and License. Subject to your compliance with these Terms, Iudex hereby grants you a non-exclusive, non-transferable, non-assignable non-sublicensable and revocable (i) right to use the Services and (ii) license to object code that is installed in your Systems (where “Systems” means computing machine running code, whether on your premise or on a 3rd party’s cloud platform), solely for the purposes of analysis of data logs and use of other related functionality offered by our Services and solely in the manner described in these Terms and in any technical documentation contained in, or provided with, the Services. The restriction on sublicensing the right to use the Services shall not apply to independent contractors/subcontractors you allow to use the Services using your Account and rights herein and who are assisting you in analysis of data logs, provided however you will be responsible for their compliance to these Terms and any liabilities that may arise from their use of the Services.

You acknowledge and agree that you are only being granted a right to use the Services and nothing is being sold to you. You do not acquire any ownership interest in the Services under these Terms, or any other rights thereto other than to use the Service in accordance with the use rights specified and other terms, conditions, and restrictions of these Terms. We reserve all other rights that are not granted in these Terms

See Section 4 for more details on your use and Intellectual Property Rights (as defined) under these Terms.

- b. What We Provide. The Services include but are not limited to a hosted software solution (“**Platform**”) that allows you to capture data logs and transfer such data logs to the Platform for analysis using our Platform tools to, among other things, figure out what problems may exist in your solution’s production environment. Please see our disclaimers (Section 10) for what we do not provide or warrant.
- c. Service Updates. You understand that the Services will evolve from time to time. As a result, Iudex may require you to accept updates to the software that you have installed on your System or execute updates on its Platform. You acknowledge and agree that Iudex may update the Services on the Platform with or without notifying you, including adding or removing features, products, or functionalities.
- d. Third-Parties. We may periodically utilize certain third-party service providers (our “**Providers**”) for Services functionality, including hosting and provision of artificial intelligence models. As such, Your Content (as defined below) may be sent to a third-party LLM provider via their API for processing and results are returned and stored on our Platform. You understand and agree that when you use these aspects of the Services, a third-party cloud provider and LLM provider will technically have access to, and will process, Your Content and the results of processing that information.
- e. Use Restrictions. You agree to not, directly or indirectly (and will not permit any third party) to:
- i. do anything with the Services other than use them for your own use as intended under these Terms, including not license, sell, rent, lease, transfer, assign, reproduce,

- distribute, host or otherwise commercially exploit the Services or any portion of the Services;
- ii. use Iudex's name, trademarks, service marks, trade names, designs, logos, photos, or any other materials we make available via the Services, except as allowed by these Terms;
 - iii. remove, alter or destroy any copyright notices or other proprietary markings (trademarks, service marks or other proprietary notices) contained on or in the Services or infringe Iudex's Intellectual Property Rights (as defined);
 - iv. copy, modify, translate, adapt, merge, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or its content on the Services, other than as expressly permitted by these Terms or enabled by the Services' intended functionality, except to the extent the foregoing restrictions are expressly prohibited by applicable law;
 - v. reverse engineer, duplicate, decompile, disassemble, or decode any part of the software we provide or the Services, or otherwise extract the source code of the software of the Service;
 - vi. use any robot, spider, crawler, scraper, avatar, miner or other manual or automated means to access the Services, "scrape" or download data from any part of our Platform or our website, or extract any information that doesn't relate to Your Content;
 - vii. upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;
 - viii. violate any applicable law or regulation in connection with your access to or use of the Services;
 - ix. disrupt or hinder (or try to do so) any of the Service's web pages, connected servers or networks, or technical systems of a Provider, or not follow protocols or guidelines linked to the Service;
 - x. try to detect, scan, or test any vulnerabilities of the Services or any of our or our Provider's system or network, or breach or override any security or authentication protections for the Services;
 - xi. pretend to be someone else or falsely represent your association with any other entity;
 - xii. access the Service in ways that are not authorized by this Agreement;
 - xiii. leverage the Service to produce datasets for neural network training, machine modeling, or developing templates or products for third-party;
 - xiv. transmit, distribute, publish, use, or otherwise make available, through or in connection with the Services any material that would give rise to criminal or civil liability; or
 - xv. transmit PII (as defined) to our Platform.

In all cases, Iudex will determine in our sole discretion whether any action of an end-user violates the above rules. We reserve the right to remove any offending content, terminate or limit the visibility of your Account.

- f. Fees. Usage of our Services is subject to the fees that are set out on our website. The fees you pay will be directly correlated with Your Content's volume transmitted to our Platform.

Nothing prevents us from revising the monthly fees charged for our Services, or introducing new features and benefits and charging additional amounts. Your

costs under any subscription to our Services will not change until your then current term of subscription (e.g. if you are a monthly subscriber, then at the end of the month we revise our fees).

3. **Creating an Account**

- a. Registration. To access the Services, you must register for an account (“**Account**”) and provide information as prompted by the account registration flow. You represent and warrant that: (a) all registration information you submit is truthful and accurate; and (b) you will maintain and promptly update such information to keep it true, accurate, current and complete. You may delete your Account at any time, for any reason in accordance with Section 10(d).
- b. Eligibility. The Services are only available to end-users who can form legally binding contracts under applicable law. By accessing or using the Services, you represent and warrant that you are at least 18 years of age or over the age of majority in the state or country where you are a resident or citizen. You are not eligible to be an end-user if you are barred from using the Services under the laws of the United States or any other applicable jurisdiction, including pursuant to Section 20 (Export Control) in these Terms.
- c. User Information & Credentials. When you create an Account with Iudex, you will be asked to choose a username and password. You acknowledge and agree that you are exclusively responsible for the security and confidentiality of your login credentials and for all use of the Services and all related charges that may arise from such use of the Services in connection with your login credentials, with or without your knowledge. You may not share your Account or password with anyone, and you agree to notify Iudex immediately of any actual or suspected unauthorized use of your Account, your password or any other breach of security as related to the Services, including on any hardware device which you may use to access our Services. Each end user must maintain their own credentials.

4. **Intellectual Property Rights, Ownership and Grants**

- a. Your Content. Anything you make available through the Services, including materials you upload to or transmit via the Platform is your content (“**Your Content**”). We rely on you to ensure Your Content does not include anything you do not want in 3rd party systems, including trade secrets. To protect the privacy of individuals, you must not upload information containing personally identifiable information (“**PII**”) as defined by applicable privacy laws. PII refers to any data that can be used, alone or in combination with other pieces of information, to identify a specific person.

You and your licensors own all rights and title in Your Content, including any Intellectual Property Rights (as defined). Iudex does not claim any ownership of Your Content or assert any rights under your Intellectual Property Rights other than as granted under these Terms.

- b. Rights You Grant Us.

- i. When you upload Your Content on or in the Services, you represent that you have the right to do so and will indemnify Iudex according to Section 9 (Indemnification) against any breach of this representation. You hereby grant Iudex a worldwide, royalty-free, sublicensable license to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyze, transmit, and distribute (“**Handle**”) Your Content. This license to Handle is solely for the purpose of us and our Provider providing you the Services. It does not grant Iudex the right to use or share confidential materials off-Platform (except as necessary under law or to make Your Content available to Providers solely for the purpose of providing such Services. We may use Your Content to provide, maintain, develop, and improve the Services. If you do not want us to use Your Content to train our models, you can opt out by notifying us at support@iudex.ai provided, however this may limit the Services from addressing your needs fully.
 - ii. You agree that submission of any ideas, suggestions, documents, and/or proposals to Iudex (“**Feedback**”) is at your own risk and that Iudex has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Iudex a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable and transferable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback for any purpose.
 - c. Iudex’s Rights. The Services utilizes technology, capabilities and contain certain materials provided by us as well as our licensors, including but not limited to, all proprietary content, information, software, images, text, graphics, illustrations, logos, and as applicable audio and video. Iudex and its licensors reserve all ownership and Intellectual Property Rights to all parts of our Services. For the purposes of these Terms, “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, and (iv) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. Your use rights, as set out under Section 2 above are subject to compliance with these Terms and as applicable payment of the applicable fees.
5. **Aggregate Stats**. Iudex shall monitor your use of the Services, including the Platform, and collect and compile data and information related to all such use in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform (“**Aggregated Statistics**”). Such Aggregated Statistics are wholly owned by the Company with all rights reserved. operating, developing, providing, promoting, and improving the Services.
 6. **Communications**. By entering into these Terms or using the Services, you agree to receive communications from us, including via email, and/or push notifications.

Communications from us may include, but are not limited to, operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, and news concerning Iudex and industry developments.

7. Term and Termination

- a. Term. These Terms commence on the earlier of the date you first opened an Account to use the Services or the date when you accepted these Terms, and these Terms will remain in full force and effect while you use the Services, unless terminated earlier in accordance with this Section.
- b. Termination by Iudex. If you have breached any provision of these Terms, if Iudex is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), or if it is commercially impracticable for Iudex to provide the Services, Iudex has the right to, immediately and without notice, suspend or terminate any of the Services provided to you.
- c. You agree that all terminations will be made in Iudex's sole discretion and that Iudex will not be liable to you or any third party for any termination of your Account, provided that if applicable, Iudex shall refund you any prepaid amount, on a pro-rata basis, for any duration of the term of subscription to our Service which remains after the termination of your Account.
- d. Termination by You. Other than the clauses which survive any expiry or termination of these Terms, these Terms shall not apply to you upon the earlier of (i) your/Client's notice to us requesting Services no longer be provided, or (ii) deletion of applicable Accounts by emailing us at support@iudex.ai.
- e. Effect of Termination. If Services are terminated for any reason, your use rights shall cease and you may not be able to access your Account and all related information or files associated with or inside your Account (or any part thereof) may be deleted. Iudex will not have any liability whatsoever to you for any suspension or termination.
- f. Survival. The following Sections shall survive any termination of your use right: This Section 7(f), Sections 4(a), 4(b)(ii), 4(c), 7(e), 9, 10, 11, 12, 14, 16, and 19.

8. Changes to Terms

These Terms are subject to occasional revision by Iudex. When changes are made, Iudex will make a new copy of these Terms of Service available on the Site and within the App. We will also update the date at the top of these Terms. If we make any substantial changes, and you have registered with us to create an Account, we will also send an email to you at the last e-mail address you provided to us to notify you. Any changes to these Terms will be effective immediately for new Registered Users of the Services and will be effective 30 days after posting notice of such changes on the Site for existing Registered Users, provided that any material changes will be effective for Registered Users who have an Account with us upon the earlier of

30 days after posting notice of such changes on the Site or 30 days after dispatch of an e-mail notice of such changes to Registered Users. Iudex may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. IF YOU DO NOT AGREE TO ANY CHANGES AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), YOU WILL STOP USING THE SERVICES. OTHERWISE, YOUR CONTINUED USE OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

9. Indemnity

a. Your Indemnification Obligation. You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Iudex, our directors, officers, stockholders, employees, licensors, providers and agents ("**Iudex Parties**") from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your breach of these Terms, any rights of another party or any applicable law or regulation; or (c) your negligence or willful misconduct. Iudex reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Iudex in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, these Terms and/or your access to the Services.

b. Indemnification by Iudex. Iudex will defend, indemnify and hold harmless each you and as applicable your officers, directors, employees, contractors and licensors (collectively, "**Subscriber Indemnitees**"), from and against any costs, damages (including reasonable attorneys' fees) that are awarded in final judgment against or paid in settlement in connection with any action or suit brought against a Subscriber Indemnitee by a third party based upon a third-party claim that (i) the Services, as provided by Iudex pursuant to this Agreement (exclusive of any Subscriber Data), infringe any Intellectual Property Rights or misappropriate any trade secret, or (ii) arises from or relate to the gross negligence, willful misconduct, fraud or more culpable acts or omissions of Iudex, violation of applicable law by Iudex, or any breach by Iudex of any of its representations, warranties, covenants or agreements hereunder. Subscriber Indemnitees agree to provide Iudex reasonable cooperation, at Iudex's expense, in the defense and settlement of such claim, and Iudex shall have sole authority to defend or settle such claim, provided (y) no settlement shall require payment or a confession or admission of fault by any Subscriber Indemnitees or require any Subscriber Indemnitee to take (or refrain from taking) any action without the applicable Subscriber Indemnitee's prior written consent and (z) if such claim relates to any Intellectual Property Rights or Confidential Information of the Subscriber Indemnitees, the Subscriber Indemnitees shall have sole control of the defense and settlement of such claim.

c. Injunctions. If your use of the Services is, or in Iudex's reasonable opinion is likely to be, enjoined due to claims specified in Section 9(b), then Iudex may at its sole option and expense (without limiting Iudex's indemnity obligation to Subscriber Indemnitees): (a) replace or modify the Services to make them non-infringing and of substantially equivalent functionality; (b) procure for you the right to continue using the Services under these Terms; or (c) terminate your rights and Iudex's obligation under this Agreement with respect to Services and refund to you a pro-rata portion of the annual fees paid in advance by you in respect of the Services.

d. Exclusions. Notwithstanding the terms of Sections 9(b) (Indemnification by Iudex) and 9(c) (Injunctions), Iudex will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (a) any modification or alteration of the Services by Subscriber Indemnitee or existing employees, agents or contractors other than as permitted in this Agreement, or any User's failure to reasonably safeguard Login Credentials, if such claim would not have occurred but for such modification or alteration, or (b) Subscriber's or a User's use of the Services other than as permitted in this Agreement.

e. Sole Remedy. THE FOREGOING STATES THE ENTIRE OBLIGATION OF IUDEX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PERMITTED CONTRACTORS, AND LICENSORS WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF SUCH THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Disclaimer of Warranties and Conditions.

- a. You expressly understand and agree that, to the extent permitted by applicable law, your use of the Services is at your sole risk, and the Services are provided on an "as is" and "as available" basis, with all faults. Iudex expressly disclaims all warranties, representations, and conditions of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- b. Except as explicitly provided hereunder, Iudex makes no representation, warranty, or condition with respect to the Services, including but not limited to, the quality, effectiveness, and other characteristics of the Services. Iudex makes no representation or warranty that the Services will be uninterrupted, error-free, or timely. The Services may be subject to delays, cancellations and other disruptions.
- c. No advice or information, whether oral or written, obtained from Iudex or through the Services will create any warranty not expressly made in these terms.
- d. We do not warrant that our Handling practices abide by any privacy legislation, including but not limited to North American (i.e. CCPA, CCPR, PIPEDA) or European laws (i.e. GDPR) that relate to processing of personal information. We disclaim all damages to you in respect of your transmission of, or storage of, PII on our Platform and you agree to indemnify us in respect of any Loss we incur in respect of any PII which you may transfer to us, contrary to these Terms.

11. Limitation of Liability

- a. Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL IUDEX BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, IN EACH CASE WHETHER OR NOT IUDEX

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES.

- b. Cap on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IUDEX S WILL NOT BE LIABLE BEYOND THE GREATER OF (i) \$100 USD, (ii) THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE DATE OF THE ACTIVITY GIVING RISE TO THE CLAIM. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

SOME COUNTRIES, STATES, PROVINCES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY AS STATED IN THIS SECTION, SO THE TERMS HEREIN MAY NOT FULLY APPLY TO YOU.

12. **Governing Law and Dispute Resolution**

- a. Governing Law. These Terms and all related orders and subscriptions related hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof.
- b. Arbitration. You and Iudex agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services will be resolved by binding arbitration, rather than in court, except for: (1) any Excluded Dispute; (2) any claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; (3) any claim for equitable relief.
- c. Informal Dispute Resolution. You and Iudex agree that good faith informal efforts to resolve disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Iudex therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court (which you agree shall only be done in the city of San Francisco, California) if a party so elects), we will personally meet or confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this clause ("**Informal Dispute Resolution Conference**"). If you are represented by counsel, your counsel may participate in the conference at your cost, but you will also participate in the conference.

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

followed up with a written mailed notice to our address at 355 Berry St #335, San Francisco, CA 94158.

- d. Waiver of Jury Trial. YOU AND IUDEX HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Iudex are instead electing that all disputes will be resolved by arbitration under these Terms, except as set out under Section 12(b)” above.
- e. Waiver of Class and Other Non-Individualized Relief. YOU AND IUDEX AGREE THAT, EXCEPT AS SPECIFIED IN SECTION, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS.
- f. Rules and Forum. These Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision in these Terms with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Section 12 and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Iudex agree that either party will have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the AAA Commercial Arbitration Rules then in effect in the city of San Francisco, California, by one arbitrator alone and such arbitrator will have exclusive authority to resolve any dispute, including, without limitation, disputes arising out of or related to the interpretation or application of this Section 12, including the enforceability, revocability, scope, or validity of the arbitration requirement or any portion of this Section 12.

13. International Use

The Services can be accessed from countries around the world and may contain references to features and services that are not available in your country. Iudex makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law. If you are using the Services and are not in the United States, you agree that the location for dispute resolution is acceptable to you and that you will not challenge the forum as being inconvenient for you.

14. Severability, Waiver

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions. Any

waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. Export Control

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

16. Notice

All notices required or permitted under these Terms will be in writing, will reference these Terms, and will be deemed given: (i) when delivered personally; (ii) one business day after deposit with a nationally recognized express courier, with written confirmation of receipt; (iii) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) when sent by email, on the date the email was sent if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party. In the event that the last e-mail address you provided to Iudex is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by these Terms, Iudex's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Iudex at the following email address: support@iudex.ai.

17. Assignment

These Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Iudex's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Iudex may assign these Terms and any other right or obligation to a party without any consent or notification requirement to you.

18. Force Majeure

Iudex will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos,

acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

19. Final Terms

These Terms, along with any Iudex ordering document as found on Iudex's website, make up the final, entire, and exclusive agreement between you and Iudex with respect to the subject matter hereof and supersede any prior agreements and discussions, both written and oral, with respect to such subject matter. No purchase order or other document issued by you in respect of our Services shall control.

20. Contact Us

Iudex welcomes comments, questions, concerns, or suggestions. Please send us any inquiries at support@iudex.ai or find more information about us by visiting iudexai.com.