

DATATURK.AI, LLC

SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is a binding legal agreement between you and DataTurk.ai, LLC (“DataTurk”), regarding your use of the DataTurk proprietary online platform for data wrangling, data hygiene, data modeling, dashboards, tagging, and/or report generation (the “**Service**”). Please read this Agreement carefully. By accessing or using the Service, you accept this Agreement and agree to use the Service in compliance with this Agreement. The terms “Subscriber,” “you,” “your,” “yours,” and “authorized user” refer to you, the account administrator, any individual user that is authorized by an account administrator, or an entity using the Service. If you are accepting this Agreement on behalf of an entity, you represent and warrant that you have the authority to do so. The terms “DataTurk,” “we,” “us,” and “our” refer to DataTurk.ai, LLC and our affiliates, as applicable. This Agreement and our Privacy Policy at www.dataturk.ai/privacypolicy constitute important agreements between us and should be read by you in their entirety.

We may make changes to this Agreement from time to time, and we will give you not less than thirty (30) days advance notice of any such changes and an opportunity to opt-out by sending an email to optout@dataturk.ai. If you continue to use the Service following such thirty (30) days notice, you will have agreed to such changes and will be bound by them. If you opt-out of such changes, our legal agreement will continue to be bound by the last version of this Agreement that you accepted, subject to our mutual rights to discontinue our contractual relationship.

1. Account Registration

(a) Accounts. You must register for and maintain an account with us to use the Service. When registering, you must provide accurate and complete information and promptly update this information. If you provide any information that is inaccurate or incomplete, or we have reason to believe that the information is inaccurate or incomplete, we may suspend or terminate your account and your use of the Service. Only authorized users may use your account to use the Service and conduct other activities with us. You are responsible for all activities that occur through your account. To protect your account from unauthorized use, keep your user identification and password secure and those of your authorized users. Please notify us immediately of any unauthorized use of your account or any other breach of security. If there is unauthorized use by anyone who obtained access to the Service directly or indirectly through you, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by DataTurk to prevent or terminate unauthorized use of the Service.

(b) Eligibility. You must be at least 18 years old to use the Service. By agreeing to this Agreement, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

(c) Corporate Entities. If you are an entity, organization, or company (“**Corporate Entity**”), the individual accepting this Agreement on your behalf represents and warrants that they have authority to

bind the Corporate Entity to this Agreement and the Corporate Entity agrees to be bound by this Agreement. You may allow employees and contractors ("Representatives") to use the Service under your subscription to the Service, provided that: (a) you will at all times be liable and responsible for all acts and omissions of your Representatives that use the Service as though those acts and omissions were committed by you; and (b) you agree that your Representatives may have access to all data and information that you can access through your account and DataTurk is not responsible for enforcing

any data access restrictions between you and your Representatives.

2. License

(a) License Grant. Subject to your complete and ongoing compliance with the terms and conditions of this Agreement, DataTurk grants to you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable right during the term of this Agreement to: (a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use the Service solely in connection with the internal business operations of a single business, in each case solely for use by a number of Managed Technicians that does not exceed the number of paid subscriptions in your account, with no substitution of such users except as expressly permitted. By way of example only, if you have 10 employees in your company, and if you have only paid for 3 Managed Technician licenses, you are granted a limited non-exclusive license to have up to 3 individuals only access the Service as Managed Technicians, without substitution. Use of the Service by any number of individuals above the number of Managed Technician licenses you have purchased as part of your subscription is a violation of your Agreement. Any number of individuals using the Service in excess of the number of Managed Technician licenses you have subscribed to will be subject to immediate additional subscription purchases to the payment method on file, pro rated for any partial period.

(b) Early Access. If you obtain a subscription to a new feature or add-on to the Service designated by us as "Preview", "Beta", "Early Access" or "Evaluation Services" ("**Early Access Service**"), notwithstanding any other terms to the contrary, you may use such Early Access Service only for your internal demonstration, test, or evaluation purposes. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THE AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, FOR EARLY ACCESS SERVICE AND THEY ARE PROVIDED ON AN "AS IS" BASIS. EARLY ACCESS SERVICE HAVE A NON-PERPETUAL TIME LIMITED SUBSCRIPTION TERM AND WE MAY "TIME-OUT" AND DISABLE THE EARLY ACCESS SERVICES OR OTHERWISE DISCONTINUE YOUR ACCESS AND USE OF THE EARLY ACCESS SERVICE AT ANY TIME WITHOUT PRIOR NOTICE. You will not attempt to defeat or circumvent any duration mechanism for the Early Access Service and will not use any Early Access Service beyond the prescribed term of early access. Your use of an Early Access Service may be subject to additional terms and conditions that you must agree to when accessing the Early Access Service.

3. Support

If you are current with payment of Service fees, and subject to any other agreement you may for support for the Service, DataTurk will provide you with its standard technical support services relating to the Service, subject to DataTurk's published support policies^[CA8].

4. Fees and Payment

(a) General Payment Terms. All fees are in U.S. Dollars and are non-refundable except as set forth herein. DataTurk reserves the right to change the required method of payment at any time, upon notice to you. You are responsible for updating your account information should the required payment method change. All fees are exclusive of all applicable governmental fees, charges, or taxes, including, without limitation, all sales, goods, services, value-added, harmonized, or other taxes (collectively "Taxes"). You will be responsible for the payment of all Taxes applicable to your use of the Service.

(b) Price. DataTurk reserves the right to determine pricing for the Service. DataTurk will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. DataTurk may change the fees for any feature of the Service, including additional fees or charges, if DataTurk gives you advance notice of changes before they apply. DataTurk, at its sole discretion, may make promotional offers with different features and different pricing to any of DataTurk's customers. These promotional offers, unless made to you, will not apply to your offer or this Agreement.

(c) Subscription Service. The Service includes automatically recurring payments for periodic charges ("**Subscription Service**"). If you activate a Subscription Service, you authorize DataTurk to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The "**Subscription Billing Date**" is the date when you purchase your first subscription to the Service. Your account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next subscription period.

(d) Delinquent Accounts. DataTurk may suspend or terminate access to the Service, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees, charges or expenses (including attorneys' fees) that are incidental to any chargeback or collection of any of the unpaid amount, including collection fees.

5. Term and Termination

(a) Term. The term of this Agreement commences upon your registration for a Service subscription and remains in effect for the term of your subscription. Subscriptions are month-to-month unless otherwise agreed. The term of your subscription, including the obligation to pay the applicable Service subscription fees, will automatically renew for additional successive terms of the same duration unless terminated as specified in this Section. You may terminate this Agreement at any time upon written notice to DataTurk; provided that if you cancel a monthly or annual subscription plan before the expiration of the then current term, you will not receive a refund of any prepaid fees but you will continue to have access to the Services until expiration of the then-current term. For the purposes of providing notice of non-renewal as described in this paragraph, notice via email to DataTurk at support@DataTurk.ai will be deemed sufficient. Upon termination, any information stored by the Service will also terminate. DataTurk may terminate this Agreement and our Service at any time upon 30 days' prior written notice for its convenience, and will refund to you a pro-rata portion of any unused, prepaid fees.

(b) Termination. We may immediately, without notice, suspend or terminate your access to the Service and terminate this Agreement for any of the following reasons: (a) you breach any provision of this Agreement; (b) you seek to hack the security mechanisms of the Service or we otherwise determine that your use of the Service poses a security risk to us or to another user of the Service; (c) you introduce a malicious program into the network or a virtual machine instance; (d) you cause network interference that affects Service performance for other customers; (e) you use the Service in a way that we determine, in our sole discretion, is abusive or disrupts or threatens the performance or

availability of the Service; or (e) we receive notice or we otherwise determine, in our sole discretion, that you may be using the Service for an illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party. If DataTurk suspends or terminates this Agreement and our Service pursuant to this Section 5(b), you will not receive a refund of any prepaid fees.

(c) Effect of Termination. If this Agreement is terminated for any reason: (i) you shall pay to DataTurk any fees or other amounts that have accrued prior to the effective date of the termination; (ii) any and all liabilities accrued prior to the effective date of the termination will survive; and (iii) the following sections will survive: Sections 5, 7, 8, 9 and 11 through 30. DataTurk is not obligated to retain your data following any termination of this Agreement or our Service.

6. Access to the Service; Modifications to the Service

We do not provide you with the equipment to access the Service. You are responsible for all fees charged by third parties to access the Service (e.g., Internet access charges). We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, except that if we permanently discontinue the Service we will provide you, as your sole and exclusive remedy, and our sole and exclusive liability, a pro-rated refund representing the unused (as of the date of termination) portion of any subscription fees that you have paid in advance.

7. Restrictions

You must comply with all applicable laws, including privacy laws, when using the Service. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- b. harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;
- c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- d. import or transfer to the Service any data that is sensitive financial information (including credit card numbers), health information, medical information, pharmaceutical information, information regarding children under 13 years of age, or other sensitive or regulated information (for example, Social Security Numbers);
- e. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- f. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- g. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;

- h. sell or otherwise transfer the access granted under this Agreement or any right or ability to view, access, or use the Service; or
- i. attempt to do any of the acts described in this Section 7 or assist or permit any person in engaging in any of the acts described in this Section 7.

8. Ownership

Except for the rights to access the Service expressly granted to you in this Agreement, we retain all right, title, and interest in and to the Service, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including United States copyright law and international treaties.

9. Feedback

If you provide feedback to us regarding the Service or DataTurk's website ("**Feedback**"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us a non-exclusive, fully-paid, royalty-free, perpetual and irrevocable license to exploit the Feedback in any manner and for any purpose.

10. Information

To provide our Service, you must share with us your applicable API key that will allow us to process your data. In addition, we may collect registration and other information about your use of the Service. You hereby grant us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, transmit, distribute and otherwise exploit all information that we collect: (a) internally in any way subject to DataTurk's obligation of non-disclosure in Section 11; and (b) internally or externally in any way in aggregate or anonymous format or otherwise in conformity with our Privacy Policy. [\[CA13\]](#)

11. Confidentiality

Subject to DataTurk's rights under Sections 10, 16, and 17, DataTurk will not disclose to any third party, without your consent, the information or material you upload to the Service. This includes information about the pricing of the products and services that you might sell and promote through the Service. DataTurk may, however, disclose that information or material if required by law or if DataTurk reasonably determines that disclosure is necessary to prevent harm to DataTurk or any third party. Your consent to disclosure shall be deemed given in the event that you access DataTurk or your DataTurk data through a third party application, solely with respect to disclosure in connection with your use of such third party application. If DataTurk is required by law to disclose any of that information or material, DataTurk will make reasonable efforts to provide you prompt written notice of that requirement prior to disclosure. Further, if you register for the Service through a referral or other promotional partner or through an industry or trade group with whom we have a commercial relationship, we may disclose information about your account to that referral partner or industry group in connection with that commercial relationship. For the avoidance of doubt, however, DataTurk will not directly contact your customers or make personally identifying or contact data regarding your customers available to any third party without your consent. Such consent will be deemed given, however, in the event that you access DataTurk or your DataTurk data through a third party application, solely with respect to disclosure in connection with your use of such third party application. You agree that DataTurk may use your name, logo and marks to identify you as a

DataTurk customer on DataTurk's website and other marketing materials.

12. Warranties; Disclaimer

DataTurk warrants that the Service will, during the term of your subscription, materially conform to any description of the Service published by DataTurk. As DataTurk's sole and exclusive liability for breach of this limited warranty, and your sole and exclusive remedy, DataTurk will make reasonable efforts to correct the non-conformity.

You represent and warrant that: (a) you will not upload or request that DataTurk import any information to the Service unless you have all permissions or licenses necessary to do so and to authorize DataTurk's use of that information in accordance with this Agreement; and (b) your use of the Service will not subject DataTurk to any liability or cause DataTurk to violate any law, rule, or regulation or guideline.

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. DATATURK DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

DATATURK DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DATATURK DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR DATATURK OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING DATATURK OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. DataTurk does not disclaim any warranty or other right that DataTurk is prohibited from disclaiming under applicable law.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL DATATURK BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DATATURK HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF DATATURK TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT,

WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO DATATURK FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) \$100.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Indemnity

To the fullest extent permitted by law, you shall defend and indemnify DataTurk and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right, in connection with your use of the Service or any data, materials or information you provide to the Service; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

15. Force Majeure

DataTurk will not be liable to you for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to circumstances beyond DataTurk's reasonable control.

16. Assignability

You may not assign this Agreement or any right, duty, or obligation under this Agreement, without DataTurk's prior written consent, including, for the avoidance of doubt, to any acquirer of your business. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer any right, duty, or obligation under this Agreement except as expressly provided in this Agreement is void. DataTurk may assign this Agreement or any right, duty, or obligation under this Agreement, at any time without your consent.

17. Subcontractors

DataTurk may utilize one or more subcontractors or other third parties to perform its duties under this Agreement so long as DataTurk remains responsible for all of its obligations under this Agreement.

18. Notices

Except as otherwise expressly set forth in this Agreement, any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth below for DataTurk, and at the address set forth in your account for you, and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in

accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

20. Governing Law

This Agreement is governed by the laws of the State of Texas without regard to conflict of law principles. You and DataTurk submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Travis County, Texas for resolution of any lawsuit or court proceeding permitted under this Agreement.

21. Waiver

The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

22. Severability

If any part of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use the Service will immediately terminate.

23. Privacy Policy

Please read the DataTurk Privacy Policy carefully for information relating to our collection, use, storage, disclosure of your personal information. The DataTurk Privacy Policy is incorporated by this reference into, and made a part of, this Agreement.

24. Additional Terms

Your use of the Service is subject to all additional terms, policies, rules, product documentation, published materials or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, this Agreement.

25. Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

26. Notice to California Residents.

If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.

27. International Use

The Service is intended for visitors located within North America. We make no representation that the Service is appropriate or available for use outside of North America. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.

28. Entire Agreement

This Agreement, along with the Privacy Policy any Additional Terms, is the final and complete expression of the agreement between these parties regarding your use of the Service. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of DataTurk has any authority to bind DataTurk with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.

DataTurk will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless DataTurk specifically agrees to such provision in writing and signed by an authorized agent of DataTurk.