

QUARTR

STANDARD API TERMS - INTERNAL USE (US 2026:1)

These standard API terms (the “**General Terms**”) apply to the delivery of the Service and Subscriber’s use thereof. In the event of any conflict or inconsistency between any terms and conditions of the Agreement, the following order of precedence applies: (i) the Order; (ii) these General Terms and all supplementary documents included or referenced herein.

1. DEFINITIONS

1.1 In this document, unless the context otherwise requires:

“**Agreement**” means the Order, these General Terms, the Documentation, and any supplementary documents referred to in such documents;

“**Approved Use-case**” means the approved use-case or department within Subscriber set out in the Order;

“**Confidential Information**” means any non-public information disclosed by either party in connection with this Agreement that should reasonably be understood by the receiving party to be confidential given the nature of the information and the circumstances surrounding its disclosure, including as between Subscriber and Quartr all Quartr Data as well as the existence and terms of the Order, but excluding information that (i) is or becomes publicly available through no fault of the receiving party; (ii) was known to the other party without obligation of confidence before disclosure; (iii) is independently developed by the other without use of the disclosing party’s confidential information; or (iv) is rightfully received from a third party without obligation of confidence;

“**Data Protection Laws**” means all applicable laws, rules and regulations that apply to or govern the processing of personal data from time to time, including the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (CCPA), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, the Texas Data Privacy and Security Act, and any other applicable U.S. state or federal privacy or data protection law, in each case as amended, replaced or supplemented from time to time;

“**Documentation**” means Quartr’s user guides or any other materials communicated to Subscriber or otherwise made available via the Service, as updated or amended from time to time;

“**Effective Date**” means the first day of the Subscription Period;

“**Feedback**” means comments, suggestions, improvements, ideas or other feedback, whether written or oral;

“**Intellectual Property Rights**” means all copyright and related rights, design rights, registered designs, patents, trade and service marks, database rights, know-how, trade secrets, rights in confidential information and all other intellectual property rights, whether registered or unregistered, throughout the world for the full term of the rights concerned;

“**Order**” means any written order executed by Quartr and Subscriber that incorporates these General Terms by reference;

“**Plan**” means the applicable API Package, as specified in an Order;

“**Quartr**” means Quartr Inc., a company incorporated under the laws of Delaware with registered address 263 Shuman Blvd, Ste 145, Naperville, IL 60563;

“**Quartr Data**” means any data accessed through the Service and any data exports, as well as any Documentation;

“**Service**” means Quartr’s application programming interface that provides access to corporate disclosure materials, including earnings call transcripts, presentations, reports, and related documents per the applicable Plan;

“**Subscriber**” means the entity set out in the Order;

“**Subscriber Data**” means any information or data submitted to the Service by Subscriber, excluding for the sake of clarity any Usage Data; and

“**Subscription Period**” means the subscription period set out in the Order.

2. LICENSE

2.1 Service. Subject to the Subscriber’s compliance with the Agreement, Quartr will make the Service and the Quartr Data available to Subscriber in accordance with the Agreement during the Subscription Period.

2.2 License. Quartr grants to Subscriber a limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Service to download into and use the Quartr Data in connection with the Approved Use-case.

2.3 Quartr Data. Subscriber may use the Quartr Data solely for its internal research and analysis purpose in connection with the Approved Use-case (the “**Permitted Purpose**”). Subscriber may use Quartr Data to prepare outputs, analysis or derived works and if such works constitute meaningful transformation, enrichment or analysis by Subscriber of the Quartr Data, including that (i) no continuous verbatim excerpts from any single Quartr Data item or document exceeds 250 words, and (ii) verbatim Quartr Data do not exceed 20% of the total word count of the work (the “**Subscriber Works**”), the Subscriber Works may be shared with external parties in the Subscriber’s ordinary course of business, for example investors, clients or limited partners.

3. USAGE, ETC.

3.1 Compliance. Subscriber will comply with these General Terms, the Documentation and any other requirements or guidelines communicated by Quartr from time to time, and is responsible for all activities of its users. Quartr may, without prejudice to any other remedies available to it, suspend or restrict Subscriber’s access to the Service immediately if: (i) Subscriber is in material breach of this Agreement and the breach is not remedied within five business days from receipt of notice thereof; (ii) Subscriber’s actions risk harm to the security, availability, or integrity of the Service or Quartr Data; or (iii) Subscriber’s account is 30 days or more overdue. Quartr will promptly notify Subscriber of any suspension or restriction of access.

3.2 Acceptable Use. Subscriber may not (and will not permit or assist any other party to): (i) sell, rent, lease, loan, license, reproduce, modify, transfer, assign, sublicense, display, publish, distribute, disassemble, reverse engineer or decompile (except to the extent permitted by applicable law) any part of the Service or Quartr Data, other than as permitted by Clause 2.2; (ii) use or allow the Quartr Data to design, develop, train, improve, benchmark, market, operate or offer any product, service, model or feature that competes with the Service or any other Quartr offering; (iii) use Quartr Data to train, fine-tune, evaluate, or otherwise develop any artificial intelligence, machine learning or large language model, provided that Subscriber may pass Quartr Data as input to AI services for the Permitted Purpose if that service does not retain or use the inputs for model training; (iv) store or process Quartr Data in a way that restricts it from being deleted or returned in accordance with this Agreement; (v) otherwise use the Service or Quartr Data on behalf of any third party, except as expressly permitted under this Agreement, or share, publish or otherwise make available API credentials or access tokens to any third party; (vi) use the Quartr Data or Service in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; (vii) scrape, crawl, spider, harvest, mirror, bulk download, systematically cache Quartr Data or use the Quartr Data to build, populate, enrich or maintain any database archive, dataset or similar repository beyond the Permitted Purpose; (viii) use the Service in a manner that exceeds any rate limits or technical restrictions imposed by Quartr or use automated means to systematically access the Service beyond normal usage patterns; (ix) submit or process any data through the Service that constitute inside information or is otherwise restricted from disclosure under applicable securities, market abuse or insider dealing laws; (x) take any action that risks harm to others or to the security, availability, or integrity of a Service; or (xi) access or use a Service or Quartr Data in a manner that violates applicable law.

3.3 Changes to the Service. Quartr may change or modify any features and functionality of the Service, provided that Quartr will notify Subscriber: (i) 14 days prior to any material changes; or (ii) 90 days prior to making any changes that requires Subscriber to modify its integration to maintain existing functionality.

3.4 Trial Access. Quartr may grant Subscriber trial access free-of-charge for purposes of Subscriber’s evaluation of the Service or Quartr Data, in accordance with and subject to all restrictions and limitations in the Order. Quartr may, without any obligation or liability, discontinue Trial Access at any time. For the sake of clarity, Quartr’s warranties in Clause 8 and indemnification obligations under Clause 9 will not apply to any Trial Access.

4. PAYMENT

4.1 Fees and Payment Terms. Unless set out otherwise in the Order, all fees are due 30 days from the invoice date. Except as explicitly stated in this Agreement, services are non-cancellable and all fees are non-refundable. Subscriber may not withhold or reduce fees or set-off any amount against

fees owed for any reason. Unpaid amounts may be subject to interest of 1.5% per month compounded daily on the amount overdue plus collection costs.

- 4.2 **Price Changes.** Quartr may increase fees, to be effective upon the renewal date of a Plan, by notifying Subscriber no later than 30 days prior to the renewal date, which notice may be in the form of an invoice, and the adjusted pricing will apply unless the Plan is canceled by Subscriber in accordance with Clause 5.2. If the then-current Plan is modified or changed by Subscriber following the notice date, Quartr will apply the new fees.
- 4.3 **Taxes.** All fees are exclusive of taxes, levies, and duties. Subscriber is responsible for paying all taxes, including VAT, sales tax, withholding, or similar taxes, except taxes based on Quartr's net income. Quartr may calculate taxes based on the billing information provided. If withholding is required by law, Subscriber will pay Quartr additional amounts to ensure the net amount received equals the invoiced amounts.
- 4.4 **Communication.** Quartr is entitled to rely on communication from any designated administrators or other authorized Subscriber representative when servicing the Plan.
- 4.5 **Indexation.** Unless set out otherwise in the Order, if any Subscription Period exceeds twelve months, Quartr may, with effect from each anniversary of the Effective Date (each, an "**Adjustment Date**"), increase the fees by a percentage equal to the change in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted, as published by the U.S. Bureau of Labor Statistics ("**CPI-U**") over the twelve month period ending two months before the relevant Adjustment Date, provided that no single adjustment shall exceed eight per cent. If CPI-U ceases to be published or is materially restructured, Quartr may substitute a comparable successor or replacement index. Quartr shall notify Subscriber of the adjusted Fees no less than 30 days before the relevant Adjustment Date. Any adjustment under this Clause 4.5 is in addition to Quartr's right to revise fees at renewal in accordance with Clause 4.2.

5. TERM AND TERMINATION

- 5.1 **Term.** This Agreement commences on the Effective Date and will remain in effect until (i) all Plans have expired or been terminated; or (ii) this Agreement is otherwise terminated in accordance with its terms.
- 5.2 **Subscription Period and Renewals.** Unless set out otherwise in the Order, the initial Subscription Period will be twelve months commencing on the Effective Date. Each Plan will automatically renew for successive periods for the same Subscription Period, excluding any discounts, unless Subscriber notifies Quartr in writing no later than 30 days prior to the expiration of the then-current Subscription Period.
- 5.3 **Termination for Cause.** Either party may terminate the Agreement and any Plan: (i) upon 30 days written notice if the other party is in material breach of this Agreement and, if curable, fails to cure such breach within that notice period; or (ii) if the other party ceases its business operations or becomes subject to insolvency proceedings.
- 5.4 **Effects of Termination.** Upon the termination of the Agreement for any reason: (i) any sum owing or due to Quartr will be immediately payable; (ii) all Plans and all rights of Subscriber and Users will be immediately canceled; and (iii) Subscriber must delete, destroy or return all Quartr Data in its possession or control, and on Quartr's request, provide a written certification signed by an authorized representative certifying that all Quartr Data has been returned or destroyed. Subscriber may retain Quartr Data solely to the extent required to comply with applicable laws and regulations or its *bona fide* internal retention policies and procedures, including standard data back-up systems, provided that such copies: (i) remain subject to the confidentiality provisions of this Agreement for as long as they are retained; (ii) are not used or accessed for any other purpose; and (iii) are deleted once no longer required for that purpose.
- 5.5 **Surviving provisions.** Provisions of the Agreement that by their nature should survive termination or expiration of this Agreement will survive, including confidentiality obligations, indemnity, limitations of liability, and intellectual property rights.
- ## 6. INTELLECTUAL PROPERTY RIGHTS
- 6.1 **Quartr Intellectual Property Rights.** Quartr, or its affiliates or licensors, will remain the exclusive owners of all Intellectual Property Rights in and to the Service and the Quartr Data (including the underlying technology and content). Except for the limited rights expressly granted under this Agreement, Quartr does not transfer any rights or interest in or to the Service or the Quartr Data.
- 6.2 **Subscriber Data and Works.** Subscriber will remain the owner of any Subscriber Data, and Quartr is granted royalty-free, non-exclusive, irrevocable, right to use (in any form and in any and all media now known or later developed), reproduce, develop and modify the Subscriber Data to (i) deliver and operate the Service; and (ii) develop and improve the Service provided that the Subscriber Data must be aggregated or anonymized so that it cannot be attributed to Subscriber. Subscriber will remain the exclusive owner of any Subscriber Works.
- 6.3 **Usage Data.** Quartr owns all data and information generated, collected or derived from the use of the Service ("**Usage Data**"). Quartr may use Usage Data for any lawful business purpose, including to: (i) deliver, operate, secure,

and support the Service; (ii) develop and improve the Service and develop new products and services; and (iii) produce aggregated benchmarks, analytics and insights, provided that any Usage Data disclosed to third parties shall be in aggregated or anonymized form so that it cannot be attributed to Subscriber.

- 6.4 **Feedback.** If Subscriber or any User provides any Feedback (including in connection with access to and use of the Service by the Users), Subscriber agrees that Quartr and its affiliates may use the Feedback without restriction.

7. CONFIDENTIALITY AND PRIVACY

- 7.1 **Use and Disclosure Restrictions.** As a recipient of Confidential Information, each party will: (i) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (i) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. Recipient may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Clause 7 and they are bound to confidentiality obligations no less protective than this Clause 7.
- 7.2 **Exclusions.** This Agreement will not prohibit the disclosure of Confidential Information as required by law, regulation or order of a court or other governmental authority. Quartr may disclose Confidential Information on a need-to-know basis to its contractors and third party service providers who have executed written agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services in connection with the Service.
- 7.3 **Privacy Roles.** To the extent Quartr Data includes any personal data or information, the parties acknowledge that they act as an independent business or any corresponding concept under Data Protection Laws. Each party will comply with all obligations under Data Protection Laws, and each party will be individually and separately responsible for its own compliance with Data Protection Laws.
- 7.4 **Sensitive or Special Data.** Subscriber agrees that no Subscriber Data will include any personal information deemed "sensitive" or "special" under Data Protection Laws.

8. WARRANTIES AND REPRESENTATIONS

- 8.1 **Quartr Warranties.** Quartr warrants that during the Subscription Period: (i) the Service provided under each Plan will be made available in accordance with the service levels set out in the service level addendum attached as **Appendix 1**; and (ii) Quartr will not knowingly communicate to Subscriber through the Quartr Data or otherwise any material non-public information (a) in violation of applicable law, or (b) that would require Subscriber to abstain from trading any securities to which the information relates under applicable law (collectively, the "**Warranties**").
- 8.2 **No Reliance, etc.** The Service and all Quartr Data do not constitute investment, legal, accounting, tax or other professional advice or any recommendation to buy, sell or hold any security or other financial instrument. Subscriber understands that Quartr Data may be incomplete, inaccurate or out of date, and agrees not to rely on it without independent verification. While Quartr will strive to safeguard the accuracy and quality of the Quartr Data, it will have no liability for any decision made, action taken or not taken, or loss incurred in reliance on the Quartr Data.
- 8.3 **Subscriber Warranties and Representations.** Subscriber warrants and represents that: (i) it is registered and validly existing under the laws of its jurisdiction of registration; and (ii) any Subscriber Data: (a) is, and will continue to be, true, accurate and complete; and (b) is not shared contrary to applicable law, regulation or contract, including Data Protection Laws, or otherwise in violation of any third party right; and (c) may be lawfully used, processed and transferred by Quartr and its third party service providers in accordance with this Agreement.
- 8.4 **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, QUARTR DOES NOT GIVE ANY REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS OR STATEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AS TO THE QUALITY, CONTENT, ACCURACY, COMPLETENESS, TIMELINESS, AVAILABILITY OR FITNESS FOR A SPECIFIC PURPOSE OF THE SERVICE OR THE QUARTR DATA, OR THE NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, A WARRANTY OF MERCHANTABILITY, OR THAT OPERATION OF THE SERVICE WILL BE SECURE, UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS. SUBSCRIBER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICE TO ACHIEVE ITS INTENDED RESULTS.

9. INDEMNIFICATION

- 9.1 **Indemnification by Quartr.** Quartr will defend Subscriber against any claim by a third party alleging that Subscriber's authorised use of the Service and the Quartr Data in accordance with the terms of this Agreement infringes that party's Intellectual Property Rights (each an "**IPR Claim**"), and will indemnify Subscriber against damages and reasonable costs finally awarded or agreed in settlement by Quartr. Quartr's obligation to indemnify does not apply: (i) to infringement or misappropriation resulting from Subscriber's modification of Services or Quartr Data, or use of Services or Quartr Data in combination with

items not provided by Quartr (including the Approved Use-case); (ii) to unauthorized use of Service or Quartr Data; or (iii) if Subscriber settles or makes any admissions about a claim without Quartr's prior consent.

- 9.2 **Mitigation and Remedy.** If the Service or any Quartr Data is or may become subject to an IPR Claim, Quartr may, at its option and expense: (i) procure the right for Subscriber to continue use; (ii) modify or replace the Service or Quartr Data so it is non-infringing while substantially preserving functionality; or (iii) terminate the affected Plan and refund prepaid unused fees. This Clause 9.2 is Quartr's sole liability and Subscriber's exclusive remedy for any third-party IP claim relating to the Service.
- 9.3 **Indemnification by Subscriber.** Subscriber will defend Quartr against any claim by a third party arising out of or relating to: (i) Subscriber's breach of this Agreement; or (ii) Subscriber Data or Subscriber Works, and will indemnify Quartr against damages and reasonable costs finally awarded or agreed in settlement.
- 9.4 **Procedure.** Each party must promptly notify the other party in writing of any potential indemnification claim and give the indemnifying party sole control of defence and settlement, provided that the indemnifying party will not agree to a settlement imposing a non-financial obligation on or admission of guilt of the other party, and provide reasonable cooperation at the indemnifying party's expense.

10. LIABILITY LIMITATIONS

- 10.1 **Liability Exclusions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICE, OR ANY USE OF THE SERVICE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2 **Limitation of Liability.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUARTR'S ENTIRE LIABILITY IN THE AGGREGATE FOR ALL CLAIMS RELATED TO THE AGREEMENT (REGARDLESS OF THE BASIS OF THE CLAIM) WILL NOT EXCEED ANY ACTUAL DIRECT DAMAGES INCURRED BY SUBSCRIBER UP TO THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.
- 10.3 **Notification.** Subscriber must notify Quartr in writing of any claim under or arising out of this Agreement without undue delay and in any event within twelve months from the date on which Subscriber became aware, or reasonably should have become aware, of the circumstance giving rise to the claim.
- 10.4 **Non-excluded Liability.** Nothing in the Agreement limits or excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or willful misconduct, or any other liability that may not be excluded or limited by law.

11. MISCELLANEOUS

- 11.1 **Publicity.** Neither party may use the other party's name, logo or likeness without the prior written consent of the other party.
- 11.2 **Notices.** All notices or any other communication required or permitted under this Agreement will be in writing and will be deemed given when delivered to the email address specified in the Order for Subscriber and to legal@quartr.com for Quartr.
- 11.3 **Force Majeure.** No party will be liable for any failure or delay in performing its obligations under the Agreement, excluding any monetary obligations, if the failure or delay is due to circumstances beyond its reasonable control, and the time for any performance be deemed to be extended for a period equal to the duration of the conditions preventing performance for a maximum term of six months.
- 11.4 **Assignment.** Quartr may, upon written notice to Subscriber, assign or transfer the Agreement, in whole or in part, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subscriber may not assign or transfer this Agreement without the prior written consent of Quartr.
- 11.5 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings,

agreements, representations, and warranties, both written and oral, regarding its subject matter. Any additional or different terms or conditions in any order form or other response from Subscriber will be null and void unless expressly agreed to in writing by Quartr.

- 11.6 **No Waiver.** The failure of either party to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the party granting the waiver.
- 11.7 **Audit.** During the Subscription Period and for twelve months thereafter, Quartr may, no more than once in any 12-month period and on at least 30 days' prior written notice, audit Subscriber's use of the Service and Quartr Data to verify compliance with this Agreement. Audits will be conducted during normal business hours, in a manner that does not unreasonably interfere with Subscriber's business, and may include reasonable requests for records, system logs, and written confirmations. Subscriber will provide reasonable cooperation. Quartr will bear the costs of the audit, unless the audit reveals material breach of this Agreement, in which case Subscriber will bear Quartr's reasonable audit costs (without prejudice to Quartr's other rights and remedies). Information obtained in an audit will be treated as Subscriber's Confidential Information.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1 **Governing Law and Dispute Resolution.** The Agreement will be governed by the laws of the state of New York, without regard to its conflict of laws principles and all disputes arising under or relating to the Agreement shall be brought and resolved solely and exclusively in the state or federal courts in the state of New York. Should any legal proceedings be commenced in connection with the Agreement, the prevailing party in such action will be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorney's fees. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS UNDER APPLICABLE LAW TO A TRIAL BY JURY.

APPENDIX 1

SERVICE LEVEL ADDENDUM

This service level addendum (the “**SLA**”) constitutes an integrated part of the Agreement. Capitalized terms not otherwise defined herein will have the meaning set out in the Agreement.

1. SERVICE AVAILABILITY

- 1.1 Quartr will take commercially reasonable efforts to ensure that the Availability of the Service is at least 99.5% measured over each full calendar month of the Subscription Period by Quartr’s monitoring systems and excluding any Permitted Downtime (as defined below) as follows:

$$\frac{(\text{Total Minutes} - \text{Total Minutes of non-Availability} + \text{Total Minutes of Permitted Downtime})}{\text{Total Minutes}} \times 100$$

“**Availability**” or “**Available**” means that the Service is accessible to Subscriber and its core functionality is operational, and “**Total Minutes**” means the total number of minutes in each calendar month.

- 1.2 The following occurrences shall not be considered in relation to any non-Availability of the Service (the “**Permitted Downtime**”):
- A. any planned service, maintenance or change of which the Subscriber has received prior notice from Quartr at least seven days prior to it being carried out;
 - B. emergency service or maintenance, which may be provided without prior notice, provided that Subscriber shall be notified as soon as reasonably practicable;
 - C. failures or outages of third-party infrastructure, hosting providers, or data sources on which the Service depends, provided that Quartr uses reputable providers and pursues commercially reasonable remediation;
 - D. deprecation or retirement of API versions or endpoints in accordance with Quartr’s deprecation practices and subject to Clause 3.3 of the Terms and a) above;
 - E. any event that constitutes a force majeure;
 - F. any failure in local access facilities not provided by Quartr, including telecommunication infrastructure, internet backbone failure or electric control systems;
 - G. any restriction or suspension of the Service access permitted under the Agreement;
 - H. any event attributable to Subscriber’s breach of the Agreement or its equipment, including telecommunications systems, hardware, servers or software;
 - I. any restriction applied in accordance with Subscriber’s Plan limits or Quartr’s fair use policies; or
 - J. any virus or other harmful components, provided that Quartr has used commercially reasonable efforts consistent with industry standards to ensure that the Service is free of viruses or other harmful components.

2. DELIVERY COMMITMENTS

Quartr will take commercially reasonable efforts to ensure that the following categories of Quartr Data are made available through the Service within the target times set out below (the “**Target Delivery Times**”), measured over each full calendar month of the Subscription Period by Quartr’s monitoring systems and excluding any Permitted Downtime.

Quartr Data	Materials Covered	Target Delivery Times
Slide Decks	Investor presentation slide decks published by Covered Issuers in connection with earnings or investor events	80% within 45 minutes after the slide deck has been made publicly available
Audio	Audio recordings of earnings calls and investor events of Covered Issuers (“ Audio ”)	80% within 30 minutes after the relevant event has ended
Filings & Reports	Earnings releases, interim reports and annual reports published by Covered Issuers	80% within 20 minutes after the report has been made publicly available
Live Transcripts/Calls	Real-time text transcription and audio streaming of covered live earnings calls and investor events of Covered Issuers	80% available within 1 minute after the relevant event has started, to the extent Quartr covers the event
Transcripts	Transcripts of Audio	80% available within (i) 60 minutes if call is under 90 minutes, or (ii) 120 minutes if longer than 90 minutes
“Covered Issuer” means issuers included in Quartr’s coverage universe from time to time. The 80% threshold will for the sake of clarity be calculated separately as between each applicable Quartr Data category and the Target Delivery Times commitment applies only to the Quartr Data category that is included in the Subscriber’s Plan. <i>As an illustrative example if there are 100,000 unique Slide Decks events and 200,000 Reports in a given calendar month and the Target Delivery Time for the Slide Decks is met in 79,000 cases and Reports in 180,000 cases the respective Target Delivery Time will be 79% for Slide Decks and 90% for Reports. If Subscriber’s Plan only included reports, the failure to meet the Slide Decks Target Delivery Time is not applicable as between the parties.</i>		