



STANDARD SUBSCRIPTION TERMS (US 2026:1) QUARTR PRO AI RESEARCH PLATFORM

1. GENERAL

- 1.1 **General Terms.** These general terms and conditions (the “**General Terms**”) apply to the delivery of the Service to Subscriber and Users and their 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) supplementary documents included or referenced in these General Terms; and (iii) these General Terms.
- 1.2 **Modifications.** Quartr reserves the right, in its discretion, to amend, modify, or alter these General Terms at any time. The Subscriber will be notified of any material amendment to these General Terms (including the appendices or exhibits included or referenced herein). By continuing to use the Service, or by allowing Users to do so, Subscriber agrees to the changes.

2. DEFINITIONS

- 2.1 In this document, unless the context otherwise requires:

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

“**AI Functions**” means features or capabilities that utilize artificial intelligence, including MCP access to Quartr Data, machine learning, or similar technologies made available within the Service from time to time;

“**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, 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 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;

“**MCP**” means model context protocol being an open standard that enables AI systems to securely connect to external data sources, tools, and systems;

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

“**Plan**” means the applicable plan for Subscriber’s use of the Service, as specified in the Order or the User interface of the Service;

“**Privacy Notice**” means Quartr’s general privacy notice, available at <https://quartr.com/terms-of-service/privacy-policy>, as updated or amended from time to time;

“**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, output or document made available through

or in connection with the Service, including the Documentation, but excluding Subscriber Data and Inputs;

“**Service**” means Quartr Pro, Quartr’s proprietary web-based software-as-a-service application providing access to a corporate disclosure materials (including earnings call transcripts, audio recordings, presentations, reports and related documents) and AI Functions for querying, summarising and analysing such materials;

“**Subscriber**” means the entity: (i) set out in the Order; or (ii) that otherwise has started using the Service after signing up through any interface provided by Quartr from time to time;

“**Subscriber Data**” means any information or data submitted to the Service by Subscriber or Users, including Input (as defined below);

“**Subscription Period**” means the subscription period for a Plan as set out in the Order;

“**Users**” means any Subscriber staff to whom Subscriber provides account credentials to access and use the Service;

“**User Terms**” means Quartr’s user terms of service that Subscriber and Users have to accept to use the Service, available at https://a.storyblok.com/f/182663/x/5ad6567e92/quartr-pro-user-terms-of-service-2026_1.pdf, as updated or amended from time to time; and

3. SERVICE DELIVERY

- 3.1 **Service Provisioning.** Subject to the Subscriber’s compliance with the Agreement, Quartr will make the Service available to Subscriber in accordance with the Agreement during the Subscription Period. Quartr grants to Subscriber a limited non-exclusive, non-transferable and non-sublicensable right to access and use the Service as permitted by the Agreement.
- 3.2 **Use of Quartr Data.** Subscriber may use the Quartr Data solely for its internal research and analysis 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.
- 3.3 **Communication.** Quartr is entitled to rely on communication from any designated administrators or other authorized Subscriber representative when servicing the Plan. Subscriber may add subscriptions or otherwise increase the Plan during the Subscription Plan by written request (email sufficient) from any such administrator or representative.
- 3.4 **Changes to the Service.** Subject to Clause 10.1, Quartr may change or modify any features and functionality of the Service, AI Functions, systems, and interfaces, provided that Quartr will notify Subscriber of any material changes in advance if reasonably practicable. Subscriber agrees that its acquisition of the Service under this Agreement is not contingent on the delivery of future features or functionalities.
- 3.5 **Third Party Services.** Certain features of the Service, including AI Functions, may interoperate with or be accessed through third-party products, services, models or platforms not provided or controlled by Quartr (for example, Anthropic Claude, OpenAI ChatGPT or other AI assistants used in connection with Quartr’s MCP (“**Third Party Services**”). Subscriber’s use of any Third Party Service is subject to that provider’s terms, policies and usage restrictions, and Subscriber is responsible for complying with them. Quartr makes no representation or warranty in respect of any Third Party Service and shall have no liability for the availability, accuracy, performance, acts or omissions of any Third Party Service or its provider.
- 3.6 **Trial Access.** Quartr may grant Subscriber trial access free-of-charge for purposes of evaluating whether to obtain a paid-for Plan, in accordance with and subject to all restrictions and limitations in the Order. Quartr may, without any obligation or liability, discontinue any trial access at any time. For the sake of clarity, Quartr’s indemnification obligations or warranties will not apply to any trial access.

4. USAGE

- 4.1 **User Terms.** Subscriber will ensure that Users comply with these General Terms, the User Terms, the Documentation, and any other requirements or guidelines communicated by Quartr in writing, and it is responsible for all activities of Users. Quartr may, without prejudice to any other remedies available to it, suspend or restrict Subscriber's or Users' 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.
- 4.2 **Acceptable Use.** Subscriber will not: (i) copy, modify, adapt, hack, or otherwise attempt to discover any source code or modify the Service in any manner or form; (ii) use the Service in a manner or for any activity that is in violation of any laws or regulations, any rights of Quartr or any third party, or is otherwise harmful, infringing, defamatory, obscene, offensive or fraudulent; (iii) use, or allow any third party to use, the Service in any unauthorized manner or in breach of the Agreement; (iv) rent, resell, distribute, assign, sublicense time-share or similarly exploit the Service; (v) permit Users to share credentials or logins; (vi) scrape, crawl, spider, harvest, mirror, bulk download, systematically cache, index or otherwise extract data, content, transcripts, recordings, summaries, analyses or other Quartr Data or use the Quartr Data to build, populate, enrich or maintain any database archive, dataset or similar repository; (vii) use the Service or 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; (viii) use the Service or any Quartr Data to train, fine-tune, evaluate, or otherwise develop any artificial intelligence, machine learning or large language model, provided that Subscriber's authorized use of Quartr's model context protocol in accordance with the Documentation will be permitted; (ix) submit any Subscriber Data that is inside information or otherwise restricted from disclosure under applicable securities, market abuse or insider dealing laws; or (x) take any action that risks harm to others or to the security, availability, or integrity of a Service.

5. AI FUNCTIONS

- 5.1 **AI Functions General.** The Subscriber acknowledges that the Service will include AI Functions. Subscriber agrees that responses generated by the AI Functions ("Outputs") to submissions to the AI Functions by Subscriber or its Users ("Inputs"): (i) may not be unique and that other users of the AI Functions may receive similar Outputs; (ii) be incorrect or false and may not be relied upon without independent verification; or (iii) infringe third party rights.
- 5.2 **AI Restrictions.** Subscriber agrees that it and its Users are responsible for their use of the AI Functions and that it has all necessary rights, permissions, and consents required for their use and that they will not use any AI Functions or Output from the AI Functions: (i) to mislead any person that Output was solely human-generated; (ii) to make automated decisions that may have a detrimental effect on individual rights without appropriate human supervision; or (iii) in a manner that infringes, violates or misappropriate any rights of Quartr or any third party.
- 5.3 **Ownership.** As between Subscriber and Quartr, and to the extent permitted by applicable law, Subscriber (i) retains all rights to its Inputs; and (ii) owns its Outputs except to the extent the Output incorporates or is derived from Quartr Data to which ownership is retained by Quartr.
- 5.4 **Model Context Protocol.** MCP access to Quartr Data is a feature of the single Service subscription and does not constitute a separate licence, data feed or bulk data entitlement. Any Quartr Data obtained through the MCP may not be shared with any person who is not a User other than in the form of Subscriber Works.

6. PAYMENT

- 6.1 **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, the 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.
- 6.2 **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 7.2. If the then-current Plan is modified or changed by Subscriber following the notice date, Quartr will apply the new fees.
- 6.3 **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.
- 6.4 **Index adjustment.** 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 6.4 is in addition to Quartr's right to revise fees at renewal in accordance with Clause 7.2.

7. TERM AND TERMINATION

- 7.1 **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.
- 7.2 **Subscription Period and Renewals.** Unless set out otherwise in the Order, the initial Subscription Period for each Plan 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 at least 30 days prior to the expiration of the then-current Subscription Period.
- 7.3 **Termination for Cause.** Either party may terminate this Agreement: (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.
- 7.4 **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 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.
- 7.5 **Surviving Provisions.** Provisions of the Agreement that by their nature should survive termination of this Agreement will survive, including confidentiality obligations, indemnity, limitations of liability, and intellectual property rights.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 **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, software 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.
- 8.2 **Subscriber Data and Works.** Subscriber or Users will remain the owners 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. Subscriber will remain the exclusive owner of any Subscriber Works.
- 8.3 **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 must be in aggregated or anonymised form so that it cannot be attributed to Subscriber or its Users.
- 8.4 **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.

9. CONFIDENTIALITY AND PRIVACY

- 9.1 **Use and Disclosure Restrictions.** As a recipient of Confidential Information, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement; and (b) 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 Section 9 and they are bound to confidentiality obligations no less protective than this Section 9.
- 9.2 **Exclusions.** The 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.

- 9.3 **User Personal Data.** If required by Data Protection Laws, Subscriber will ensure that Users are informed of, and consent to, the processing of any personal data per the Agreement, including the Privacy Notice.
- 9.4 **Sensitive or Special Data.** Subscriber agrees that no Subscriber Data will include any personal information deemed "sensitive" or "special" under Data Protection Laws.
- 9.5 **Data Processing Agreement.** The data processing agreement set out in [Appendix 1](#) applies to any personal data (as defined under Data Protection Laws) included in the Subscriber Data or otherwise processed in connection with this Agreement. For the sake of clarity, Quartr may also process certain personal data pertaining to Subscriber or Users as a data controller in which case solely the Privacy Notice will apply to that personal data.
- 10. WARRANTIES AND REPRESENTATIONS**
- 10.1 **Quartr Warranties.** Quartr warrants that during the Subscription Period: (i) the Service will substantially comply with the Documentation; (ii) it will not materially decrease the functionality of the Service; and (iii) 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. Quartr's sole liability and Subscriber's exclusive remedy in the event of a breach of the warranties in (i)-(ii) of this Clause 10.1 will be for Quartr to correct the Service within a commercially reasonable time following receipt of written notice to that effect from Subscriber, failing which Subscriber will be entitled to terminate the applicable Order and receive a refund of any prepaid unused fees pertaining to the period following the termination.
- 10.2 **Malicious Code.** Quartr will make commercially reasonable efforts to keep the Service free of viruses, Trojan horses, and comparable malicious code.
- 10.3 **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. Quartr shall have no liability for any decision made, action taken or not taken, or loss incurred in reliance on the Service or any Quartr Data.
- 10.4 **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.
- 10.5 **Warranty Disclaimer.** EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, 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.
- 11. INDEMNIFICATION**
- 11.1 **Indemnification by Quartr.** Quartr will defend Subscriber against any claim by a third party alleging that Subscriber's authorized use of the Service 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 any infringement or misappropriation relating to Subscriber Data, Subscriber Works, Inputs or Outputs, resulting from Subscriber's modification of the Service, or use of the Service in combination with items not provided by Quartr; (ii) to unauthorized use of the Service; (iii) if Subscriber settles or makes any admission about an IPR Claim without Quartr's prior consent; or (iv) claims from Users.
- 11.2 **Mitigation and Remedy.** If the Service 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 so it is non-infringing while substantially preserving functionality; or (iii) terminate the affected Plan and refund prepaid unused fees. This Clause 11.2 is Quartr's sole liability and Subscriber's exclusive remedy for any third-party IP claim relating to the Service.
- 11.3 **Indemnification by Subscriber.** Subscriber will defend Subscriber against any claim by a third party arising out of or relating to (i) Subscriber's breach of this Agreement, (ii) Subscriber Data, Subscriber Works, Inputs or Outputs, and will and will indemnify Quartr against damages and reasonable costs finally awarded or agreed in settlement.
- 11.4 **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.
- 12. LIABILITY LIMITATIONS**
- 12.1 **Liability Exclusions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QUARTR IS NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY SUBSCRIBER 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 QUARTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2 **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.
- 12.3 **Notification.** Subscriber must notify Quartr in writing 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.
- 12.4 **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.
- 13. MISCELLANEOUS**
- 13.1 **Publicity.** Neither party may use the other party's name, logo or likeness without the prior written consent of the other party.
- 13.2 **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.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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.
- 13.7 **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.
- 14. APPLICABLE LAW AND DISPUTE RESOLUTION**
- 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

Data Processing Agreement

1. GENERAL

- 1.1 This Data Processing Addendum (the “DPA”) forms part of the General Terms and the Agreement between Subscriber and governs how Quartr will treat personal information subject to Data Privacy Laws collected pursuant to the Agreement. For the sake of clarity, Quartr will act as a “service provider” under CCPA or “processor” under other applicable Data Protection Laws, as applicable.
- 1.2 In the event of a conflict between the main body of the Agreement and this DPA, this DPA governs and controls with respect to personal information subject to Data Privacy Laws.

2. QUARTR OBLIGATIONS

Quartr must:

- (i) not sell to, or share personal information, party it collects pursuant to the Agreement with any third party other than as permitted by the Agreement and this DPA;
- (ii) not retain, use or disclose the personal information for any commercial purpose or outside the direct business relationship between Quartr and Subscriber, other than to provide, deliver and improve the Service, except as permitted by Data Protection Laws; and
- (iii) comply with Data Privacy Laws, and inform Subscriber if it makes a determination that it can no longer meet its obligations under this DPA;
- (iv) assist Subscriber in complying with its obligations under Data Privacy Laws, including in connection with any obligation by Subscriber to respond to requests for exercising the rights of a User under the Data Privacy Laws; and
- (v) on reasonable request and at Subscriber's expense, provide information reasonably necessary to enable Subscriber to conduct and document data protection assessments required under applicable Data Protection Laws; and
- (vi) not combine personal information received from or on behalf of Subscriber with personal information received from or on behalf of any other person, or collected from Quartr's own interactions with consumers, except as permitted by applicable Data Protection Laws.

5. SUBPROCESSORS

- 5.1 Quartr will maintain a list of all subprocessors it engages in providing the Service, available at <https://a.storyblok.com/f/182663/x/8d5be48612/subprocessor-list-quartr-pro-us-10-june-2026.pdf>, and Quartr will notify Subscriber of any changes to the list (excluding changes where any subprocessor is removed from the list).
- 5.2 Quartr will impose data protection terms to an equivalent standard as provided for under this DPA for all its subprocessors and will, as between Subscriber and Quartr, be fully liable for the processing of the Personal Data by its subcontractors under this DPA.
- 5.3 Subscriber may object to any additional subprocessor within fifteen days from receipt of notice based solely on reasonable data protection concerns per Data Protection Laws. In the event of an objection, the parties will discuss the concerns in good faith. If the parties are unable to reach a mutually agreeable solution, Subscriber may, as its sole and exclusive remedy, terminate the Plan and Quartr will refund any prepaid, unused fees for the terminated portion of the applicable subscription term for the affected Plan.

6. SECURITY

- 6.1 Quartr will implement appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.
- 6.2 Quartr will notify Subscriber of any personal data breach involving Subscriber personal data without undue delay, and in any case, within 72 hours from Quartr becoming aware of the personal data breach. Quartr will provide reasonable assistance and information in the investigation of a personal data breach.

7. TERM AND TERMINATION

- 7.1 This DPA is effective from the Effective Date and is effective as long as Quartr processes personal data on behalf of Subscriber. If the Agreement is amended or terminated, this DPA remains valid for as long as Subscriber is still processing personal data on behalf of Quartr.
- 7.2 Upon termination of the Agreement, Quartr will ensure that the personal data in its possession or control, in accordance with Subscriber's instructions, are returned to Subscriber or destroyed. If Subscriber has not informed Quartr of its choice within one month from the termination of the Agreement, Quartr may destroy personal data. Quartr will, at Subscriber's request, confirm in writing that the personal data has been destroyed.

8. LIABILITY

Quartr will indemnify and hold harmless Subscriber from and against claims against Subscriber by a third party arising from or relating to any breach of Subscriber's obligations under this DPA, subject to Subscriber notifying Quartr as soon as Subscriber becomes aware of such claims. The liability of Quartr under this DPA is limited in accordance with clause 14 of the General Terms which shall apply to this DPA as if it was included herein.