



## Silverchair Terms

These terms, including applicable terms and policies posted at <https://www.silverchair.com/legal/> (“**Terms**”), creates a framework of contract terms that govern your use of Silverchair Science + Communications, LLC (“Silverchair”) products, services, and other deliverables (“**Products**”) that you install or access through our software, platforms or websites, or are otherwise identified in your order form, subscription order, statement of work, quotation or other ordering document (each referred to as an “**Order**”).

“**We**”, “**our**,” or “**us**” means Silverchair; “**you**,” “**your**” and “**Client**” means the Client entity identified in an Order. From time to time, a current affiliate of either party may provide or receive services (as the case may be) by entering into an Order that refers to these Terms. Affiliates of Silverchair refer to entities within the Silverchair corporate group and its direct and indirect controlled affiliates only. These Terms will continue to apply until terminated by either party by providing written notice. After termination, you cannot place any new orders under these Terms. Unless expressly provided or agreed in writing, termination of these Terms will not cancel any outstanding Orders, which will continue to be subject to these Terms.

Applicable documents referenced in each Order under these Terms, as updated by Silverchair from time to time, constitute the complete agreement between us (collectively, the “**Agreement**”), and supersede any prior discussions or representations. Any conflicting terms and conditions you seek to incorporate via a purchase order or otherwise, even if signed by Silverchair as a courtesy, are excluded. Your use of the Products confirms your acceptance of these Terms. Your continued access, renewal, payment, and/or use of the Products constitute your acknowledgment and acceptance of the latest version of these Terms.

### 1. Our Products and Services

**(a) Orders.** Your Order identifies the Products, fees and charges, and other relevant details of your Order.

**(b) Intellectual property.** Together with our licensors, we retain all ownership of and all rights in the Products (including any underlying software, data models, databases or data sets), any pre-existing codes, content, methodologies, taxonomies (e.g., our proprietary classification of terminology into ordered categories), templates, tools or other materials used in performing services, and any configurations, customizations, modifications or derivatives thereto (collectively “**Silverchair IP**”). Silverchair IP constitutes our valuable intellectual property, confidential information and trade secrets, and you may only use it as expressly permitted in the Agreement. You must promptly notify Silverchair if you become aware of any unauthorized use of Silverchair IP.

**(c) Authority and Compliance.** Each party must have full power and authority to enter into the Agreement and perform all its obligations with no violation of any other agreement by which it is bound. Each party must act in accordance with the laws, rules, regulations, export controls, and economic sanctions as they apply to such party in connection with its obligations under the Agreement (“**Applicable Laws**”).

**(d) Passwords.** Your access to certain Products may require authentication (e.g., a password). Sharing

passwords or facilitating access for unauthorized users is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that Silverchair IP is secure and inaccessible to unauthorized persons.

**(e) Usage information.** We may collect information related to your use of our Products. We may use this information for legitimate business reasons, including without limitation to recommend products, services or functionality that may interest users, to test and improve our Products and to protect and enforce our rights under the Agreement. We may also pass this information to our third-party providers for the same purposes. In addition to usage information we collect under these Terms, you agree that we will be entitled to create and distribute aggregate statistical and database compilations derived from your use of the Products and your Content, including demographics, site traffic, usage information, viewing and navigation patterns, and user characteristics. We may use such information for commercial purposes, provided that such aggregate compilations will not identify your individual users.

**(f) Service Improvement and Development.** You acknowledge that we may use artificial intelligence, such as generative artificial intelligence, machine learning, algorithms or language models (“**AI Technologies**”) to develop code and improve, support, and operate our Products. We use these technologies as tools to assist our engineering and support teams, not to replace our human judgment. All code, content, or other materials developed with the assistance of AI Technologies are subject to human review and validation for quality and security.

When we offer AI-powered products or services to you, any AI-generated outputs are provided for informational purposes only and remain subject to your human review and validation for quality and accuracy. We will not use your confidential information to train any third party, or public generative AI models without the express written permission of you, your employer, or our Client, as applicable, that uses Silverchair AI services.

**(g) Feedback and knowledge.** Where you provide any comments, recommendations, suggestions, ideas, or any other feedback related to Silverchair IP (“**Feedback**”), we may use and exploit such Feedback without restriction or obligation to you and without granting you any rights in Silverchair IP. We may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by Silverchair while providing any Products (including professional services), provided we do not use your confidential or other proprietary information.

**(h) Documentation.** You may print or download PDF copies of user guides, online help, release notes, training materials, and other documentation provided or made available within the Products or published online, as updated from time to time (“**Documentation**”), for your Internal Use with the Products, provided all copyright or proprietary rights notices are retained. “**Internal Use**” refers to those publications, meetings, and conferences that are within the scope of the Products governed by an Order.

**(i) Third party providers.** The Products may include data, software, and services from third parties.

## 2. Your Obligations

**(a) Limited license.** Your limited license to use the Products is effective for the service term defined in your Order. All use must be in accordance with these Terms, the Order, and the Documentation. The delivery method and host for all Products are internet and Silverchair, respectively, unless otherwise specified. You are responsible for all acts or omissions of your users in connection with the Products, and ensuring users comply with these terms.

**(b) Your content.** You retain ownership of your pre-existing content, data, original articles, text, graphics, trademarks, and other materials that you provide to us or use with the Products (“**Content**”). Adding your own JavaScript or other dynamic code to our Products requires a mutually agreed upon Order and requires you to

ensure the code is secure and accessible. This includes, among other things, conducting a security review and ensuring the performance of any third-party code. You are responsible for any costs to remediate accessibility, performance, or security issues caused by code you introduce.

**(c)** You grant Silverchair a license to use, host, copy, index, modify for formatting, and display your Content as required by us to provide you with the Products (including right to sublicense the same to our subcontractors, as required). You must (i) ensure you own or have the right to license your Content and that your Content does not infringe third party rights or any Applicable Laws and (ii) notify us in advance before transmitting to us, and clearly mark, any of your Content that contains restricted data, including the jurisdiction and classification under applicable export control laws. Restricted data may include any information, data, or source code that is on an export controls list or equivalent list of any applicable jurisdiction or that is related: to weapons, military/defense, intelligence, or law enforcement; aerospace or subsea technologies; cryptography, encryption, or cybersecurity tools; advanced or cutting-edge items or technologies; or items that could pose a danger to health or safety.

**(d) General obligations.** You must (i) ensure we have up-to-date contact and billing information for your Order; (ii) provide detailed, accurate and sufficiently complete information, specifications, and instructions in a timely manner; (iii) ensure you are permitted to allow us to use and modify your equipment, systems, software and Content as required to provide the Products; (iv) maintain then-current minimum technical requirements to access the Products, as applicable; (v) obtain our approval in advance for all third party software and APIs used with our Products and obtain necessary licenses, consents, approvals, and support required from third parties for all third party software and APIs accessible via our Products; and (vi) perform any additional obligations specified in your Order. If reasonably requested, you must make authorized personnel available to discuss and agree on the impact of any failure or delay by you to comply with these requirements, and you must not unreasonably withhold or delay your consent to any consequential changes to the Agreement.

**(e) Third-party technology.** You may only integrate our software with, or access our data from, third-party software, APIs, systems, platforms or products (“**Third Party Technology**”) as permitted by the Agreement. You are responsible for procuring, maintaining and complying with any necessary license for the Third Party Technology (which is independent of the Agreement and your license to the Products).

**(f) Restrictions.** You must not (i) introduce any malicious software into Silverchair IP or the Silverchair network; (ii) run or install any computer software or hardware on the Products or network; (iii) scrape data from the Products; or (iv) disable or bypass any functionality or restrictions within the Products.

**(g) Artificial Intelligence.** Unless expressly permitted under a mutually agreed written agreement with us, you must not use and access the Products and apply AI Technologies: (i) with any of your technology platforms or systems; or (ii) to generate content, such as code, languages, software, services, text, voice, audio, graphics, illustrations, workflows, images, videos or other outputs, in any form or media.

**(h) Limitations.** Unless expressly permitted elsewhere in the Agreement, you may use the Products for your Internal Use only and shall not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Silverchair IP in whole or in part, or as a component of any other product, service or material; (ii) create a derivative database or otherwise access and use Silverchair IP to create any derivative works, services or products (including tools, algorithms or models) that compete with or provide a substitute for a product offered by Silverchair or its third party providers; (iii) perform penetration testing; (iv) perform any text or data mining or indexing of the Products or any underlying data (v) use the Products or underlying data in conjunction with any third-party technology or (iv) allow any third parties or unauthorized users to access, use or benefit from Silverchair IP in any way whatsoever. For the avoidance of doubt, the exercise of legal rights that cannot be limited by agreement under applicable laws is not precluded.

**(i) Your responsibilities.** You are responsible for any violation of Applicable Laws or regulation, or violation of our or any third party rights (including unauthorized use) related to: (i) your Content or your instructions to us; (ii) your combination or modification of Silverchair IP or use of Silverchair IP with any other materials; (iii) your failure to install updates we have provided to you; or (iv) your breach of the Agreement. You are also responsible for Claims brought by third parties receiving the benefit of the Products through you. If you use the Products in breach of these Terms, you must delete or destroy any infringing material on our request. You must reimburse us if we incur costs or suffer losses due to a breach of these Terms.

### 3. Software

**(a) Definition. “Software”** means our software applications and platforms made available to you via the internet.

**(b) License.** You may use our Software only for your Internal Use and to provide your Content in accordance with your Order. Software licenses may not include updates (bug fixes, patches, maintenance releases) or upgrades (releases or versions that include new features or additional functionality).

**(c) Delivery.** We deliver our Software by providing you with online access to it. Unless set forth otherwise in an Order, when you access our Software, you are accepting it for use in accordance with the Agreement.

**(d) Content.** You grant Silverchair permission to use, store and process your Content. Access and use of your Content by us, our employees, and our contractors will be directed by you and limited to the extent necessary to deliver the Software, including training, research assistance, technical support and other services. We will not disclose your Content except to support the Software, unless required by Applicable Laws (when we will use our reasonable efforts to provide notice to you). We may delete or disable your Content if required under Applicable Laws or where such Content violates the Agreement or upon termination of the Agreement in accordance with our data retention policies then in effect (and we will use our reasonable efforts to provide notice to you of such action). You may export your Content prior to termination or, where Content cannot be exported and is accessible by us, we may, at your cost and upon execution of an Order for such services, provide you with a copy of such Content.

**(e) Security.** We will inform you in accordance with Applicable Laws if we become aware of any unauthorized third party access to your Content and will use reasonable efforts to remedy identified security vulnerabilities. Our Software is designed to protect your Content. However, if your Content is lost or damaged due to our breach, we will assist you in restoring your Content to the Software from your last available back up copy.

**(f) Domain Names.** You will select, register, and own the domain names for your publications. We will only use these domains to provide the Products. You agree to reimburse us for the cost of SSL certificates if we purchase domains on your behalf.

### 4. Software Support

**(a)** Our Software support, maintenance and service availability is outlined below:

- 1. Updates.** Updates are available on dates of our choosing.
- 2. Availability.** Except for the scheduled maintenance periods set forth in the section below, we endeavor to maintain actual uptime of no less than 99.5% for each reporting quarter. You may request an availability report pursuant to the Service level reporting section below.
- 3. Scheduled maintenance.** If necessary, we may take the Software offline to perform maintenance or upgrade the database. We will provide no less than 72 hours' written notice before such scheduled maintenance, including a detailed description of the type of maintenance to be performed and length of time for the service outage. We will make reasonable efforts to perform scheduled maintenance outside of

peaks hours of operation.

4. **Emergency maintenance.** If the Software requires emergency maintenance, we make commercially reasonable attempts to provide you with as much advance notice as practical and post a notice of the emergency maintenance on the web pages available to you.
5. **Service level reporting.** Within 10 days of your request, we will send a report for the specific month(s) requested describing the actual uptime, length of service outages in minutes for scheduled maintenance, emergency maintenance, unplanned downtime; the cause of or basis for not meeting the availability target; and specific remedial actions taken by us or that we will undertake to ensure availability targets are achieved in the future. We will provide each of these report elements by calendar month.
6. **Disclaimer.** Support services do not include: (i) in person visits to your site or (ii) any services related to third party equipment or software. In addition, we have no obligation to correct any error resulting from a failure by you to implement a third party software modification or update recommended by us and provided to you at no charge. We are not responsible for downtime or any other failure to meet the availability requirement if the root cause is outside of our control including, but not limited to, failures of upstream service provider hardware or software, disruptions at your location, or improper use of the Software.
7. **Support hours.** We will provide support for the reporting of problems and the handling of your questions related to the operation of Software during normal support hours as posted on <https://support.silverchair.com/> and updated from time to time. We will handle all inquiries on a first-come, first-served basis; however, the most severe reports will be expedited when necessary.
8. **Information needed when requesting support.** When requesting support, you must provide contact information email, subject of the issue, and a description of the problem including sufficient information (e.g., error messages) for us to replicate the issue and address the request.
9. **How to request support.** Instructions regarding how to request support are available at <https://support.silverchair.com/>.

## 5. Professional Services

**(a) Definition.** “Professional Services” means any professional services, including but not limited to implementation, customization, configuration, transition services, administrative services, and other consulting services provided by Silverchair.

**(b) License.** Unless otherwise set out in the Order, we retain all intellectual property rights in and to the deliverables set out in the Order. You receive a license to use the deliverables set out in the Order solely to the extent necessary to utilize the deliverables for your Internal Use. We retain all intellectual property rights in and to deliverables involving any configurations or modifications to our pre-existing products, and you receive a license to use such deliverables in the same way you are licensed to use the relevant Products. You agree deliverables are deemed accepted upon delivery unless agreed otherwise in an Order.

**(c) Schedule Adjustments.** Timelines of Professional Services projects depend on both parties meeting their deadlines. If your delay causes us to incur extra costs, we are entitled to a reasonable adjustment in the fees after notifying you.

**(d) Changes.** Either of us may make written (including email) requests to change any aspect of the Professional Services, provided that no material change will take effect unless and until we have each signed a formal change order setting out the impact of the change and any consequential changes required to the Agreement. Neither of us will unreasonably withhold our agreement to a change order. In the case of minor changes, we may provide estimates of cost and obtain your approval to move forward by email exchange or via our client-facing portal,

as applicable, without the need for a formal change order.

**(e) Access.** As required for Silverchair to perform the relevant Professional Services, you must provide reasonable access to your sites, equipment, and systems and ensure both the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel. We will take reasonable steps to ensure that, while at your site, our personnel comply with reasonable security, health and safety, and confidentiality requirements of which you notify us in advance.

## 6. APIs and Data Feeds

**(a) Software APIs.** Silverchair may make application programming interfaces (“**APIs**”) available to you to configure our Software or otherwise allow our Software to interoperate with third-party programs or services (“**Client Configurations**”). Such APIs may only be used with the associated Software and in accordance with the applicable Documentation and/or terms of use. We disclaim all liability for Client Configurations.

**(b) Keys.** Our API and data feed keys must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used in any way that mimics any material functionality of any Products developed or marketed by Silverchair, or that would reasonably be deemed competitive to any Products offered by Silverchair, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

**(c) Limitations.** (i) we must approve the following in advance: (a) all third party software accessible via the API and (b) the inquiries per minute to the API; and (ii) you are solely responsible for licenses, consents, approvals and support required from third parties for all third party software accessible via the API.

**(d) ScholarOne Web Services API license.** Our Web Services API may connect your instance of the Software with any third party software. You may use the API to access the Software to extract, ingest, maintain, display, and use your Content.

## 7. Transparent Peer Review

**(a) Transparent Peer Review.** If you purchase the Transparent Peer Review service, the following terms apply:

- 1. Reviews.** Reviews may only be posted publicly if (i) the author has opted into public posting of the review and has created a profile on Web of Science, part of Clarivate Plc and delivered by Clarivate (“**Clarivate**”), subject to the Clarivate Terms of Use (available at <https://clarivate.com/legal-center/terms-of-business/>) and the Clarivate Editorial Selection Process and Editorial Disclaimer (available at <https://clarivate.com/products/scientific-and-academic-research>) both of which are incorporated herein by reference, and (ii) you have provided us the digital object identifier for the relevant article. If the author has opted-in, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such review, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

## 8. Web of Science Reviewer Locator and Web of Science Reviewer Recognition Service

**(a) Web of Science Reviewer Locator and Web of Science Reviewer Recognition Service, a part of Clarivate and delivered by Clarivate.** If you purchase Web of Science Reviewer Locator and Web of Science Reviewer Recognition Service, which our partner, Clarivate, will deliver, the following additional terms apply which are incorporated herein by reference:

1. Clarivate Terms, Clarivate Data Processing Addendum, and Web of Science Reviewer Recognition-specific product terms: available at <https://clarivate.com/legal-center/terms-of-business/>.
2. Silverchair's role is solely as the arranger of these services, facilitating your access to Web of Science Reviewer Locator and Web of Science Reviewer Recognition Service as a reseller through its commercial relationship with Clarivate.

## 9. Web of Science Author Connect

**(a) Web of Science Author Connect, a part of Clarivate and delivered by Clarivate.** If you purchase Web of Science Author Connect, which our partner, Clarivate, will deliver, the following additional terms apply which are incorporated herein by reference:

1. Clarivate Terms, Clarivate Data Processing Addendum, and Author Connect-specific product terms: available at <https://clarivate.com/legal-center/terms-of-business/>.
2. Silverchair's role is solely as the arranger of these services, facilitating your access to Web of Science Author Connect as a reseller through its commercial relationship with Clarivate.
3. Applied Info Group Terms set out below: Clarivate operates Web of Science Author Connect through an exclusive service provider, Applied Info Group, a Zeta Global Company ("**Service Provider**"). Service Provider distributes email campaigns at our direction.
4. In connection with each campaign, the Clarivate Web of Science Author Connect Traffic Team responsibilities include:
  - A. preparing a list of names of the authors;
  - B. ensuring that all authors have consented to be contacted by letter for marketing purposes at the time of sending the authors' information to the Service Provider;
  - C. preparing a list of the authors' email addresses;
  - D. reviewing the Draft Email (as defined below) you provide and agreeing with you on any changes which we believe may be necessary;
  - E. circulating the agreed Draft Email to the Service Provider who will then circulate it to authors on or before the delivery date subject to any pending changes;
  - F. checking the lists and remove any authors who have opted out;
  - G. providing the authors' information to the Service Provider;
  - H. ensuring that the Service Provider sends the campaign on the agreed delivery date outlined in the Order Form;
  - I. confirming the number of author names within 8-10 business days of the campaign request being submitted;
  - J. sending you tests within 48 hours of submission of the Draft Email to us. Once you approve the tests according to our directions, the campaign will be scheduled for delivery at a specified date and time (in Eastern time). The campaign can be sent within the next 24 hours after we receive your approval;

- K. removing all authors who have opted out with respect to the list of authors for each campaign; and
  - L. implementing appropriate technical and organizational measures to protect the suppression file against loss, unauthorized access, use, disclosure, acquisition, alteration or destruction and all other unauthorized or unlawful forms of processing.
5. In connection with each campaign, Client's responsibilities include:
- A. supplying a draft email in html and plain text ("**Draft Email**");
  - B. supplying us with a list of the names and email addresses of authors who have opted out; and
  - C. including in the Draft Email any opt-out message which we inform you is required in connection with the email.

## 10. Charges

**(a) Payment and taxes.** You must pay our charges and reasonable expenses, together with any applicable taxes (or VAT, if applicable) and tariffs, without deduction, within 30 days of the date of invoice, unless otherwise provided on your Order. You are responsible for pre-approved costs for third-party suppliers of software and technology. All charges and expenses are non-refundable during the term, including any multi-year terms, unless otherwise specified. Payment must be in the currency stated on your Order. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment, together with our reasonable collection costs, including attorneys' fees. Our fees are exclusive of tax and shall be paid by you free and clear of all deductions or withholdings. If you are required by law to deduct or withhold, you will be responsible for paying Silverchair such additional amount, after such deduction or withholding has been made, to leave Silverchair with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. You must notify Silverchair in writing of any invoice disputes within 30 days of receiving an invoice. Once the invoice dispute is resolved, payment will be due immediately.

**(b) Changes.** We may change the charges for the Products with effect from the start of each renewal term by giving you at least 60 days' written notice. If we believe your creditworthiness has deteriorated, we may require full or partial payment before the continued performance of services. If you receive an electronic request to change our banking account number, please confirm the change with our Finance team via [accounts@silverchair.com](mailto:accounts@silverchair.com).

**(c) Increases in usage.** Your charges are based on your anticipated usage as of the date of the Order. If your actual usage materially increases (for example, if you acquire another company or otherwise experience a substantial usage increase), the standard overage fees below may not be sufficient. In that case, we reserve the right to adjust your charges to reflect your new, higher level of usage.

Standard overage fees:

Silverchair platform: Your charges are based on your current site traffic or average pageviews ("**Baseline Pageviews**") set out in your Order. If your average monthly pageviews (measured over a trailing 12-month period) exceed your Baseline Pageviews, your charges will be adjusted as follows in addition to any remaining subscription fees:

- If usage exceeds 125% of your Baseline Pageviews: your Silverchair platform charges will increase by 10%.
- If usage exceeds 150% of your Baseline Pageviews: your Silverchair platform charges will increase by an additional 10% (for a total of 20%).
- Any such increase will apply to the remainder of your current term and any subsequent renewals.

ScholarOne Manuscripts platform: Your charges are based on the size of your organization, number of

submissions, and number of sites, and are subject to adjustment:

- If ownership of one or more publications is transferred to another publisher, we will apply a journal transfer fee per publication, plus additional costs for data export or transfer at our current rates.
- If one or more of your ScholarOne Manuscripts sites has not launched within 12 months of its creation date due to lack of engagement by your staff or the journal's staff, we will apply an additional fee per site at our current rates for extended implementation support.
- Any such increase will apply to the remainder of your current term and any subsequent renewals.

## 11. Privacy

**(a) Data Privacy Laws.** Each of us will at all times collect, disclose, store or otherwise process personal data in accordance with applicable laws governing the use of personal data relating to individuals ("**Data Privacy Laws**"), including without limitation any laws relating to individual rights and cross-border transfers. At all times, we will treat personal data in accordance with the Silverchair privacy notice available at <https://www.silverchair.com/legal/>, which is incorporated by reference. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any investigation, claim, allegation, action, suit, proceeding, or litigation with respect to an alleged breach of Data Privacy Laws related to the Agreement. Silverchair may charge for support services related to data subject requests at its then-current rates. Each of us will maintain and will require any third party data processors to maintain appropriate physical, technical, and organizational measures to protect personal data. You may not use personal data included in the Products (to the extent such data was not provided by you or collected by Silverchair on your behalf) to send bulk or mass emails or email blasts; to publish or distribute any advertising or promotional material; or in a manner that is otherwise prohibited by applicable law. You acknowledge that you are responsible for your own compliance with Data Privacy Laws, including, where applicable, determining your legal grounds for processing such data. If we process personal data as a processor on your behalf, the terms of the data protection addendum at <https://www.silverchair.com/legal/> are incorporated by reference. "Data controller", "personal data", and "processor" will have the meaning given in the applicable Data Privacy Law(s) or the data protection addendum, as applicable.

**(b) Personal Data.** You are the "controller" of any "personal data" collected and processed by Silverchair, in each case as such words are defined in applicable Data Privacy Laws. As controller, you are responsible for providing a privacy notice for users of Silverchair products to which you subscribe and, as required by applicable law, the Silverchair data protection addendum available at <https://www.silverchair.com/legal/> will apply. You agree that "personal data" uploaded to Silverchair products will include only "personal data" appropriate for available standard product features.

## 12. Confidentiality

Each of us will (i) use industry standard administrative, physical and technical safeguards to protect the other's confidential information; (ii) only use the confidential information of the other for purposes related to the performance of the Agreement (including our provision of the Products); and (iii) not disclose such confidential information to anyone else except to the extent required by Applicable Laws or as necessary to perform, manage or enforce the Agreement (including where we need to share it with our subcontractors). If either of us is required to disclose confidential information of the other by statute or court order, that party shall notify the

other so that an appropriate protective order or other remedy can be obtained, unless the court or government agency prohibits prior notification. Confidential information of each party includes any information marked as confidential, or which a reasonable person would consider confidential, including information relating to Silverchair IP (including how it is developed and any underlying models, source code, technique, or databases) or pricing, but shall not include information that is or becomes public or known on a non-confidential basis other than through breach of any duty or obligation of confidentiality. You acknowledge that de-identified, aggregated data regarding usage and activity within our Products is not confidential information, and that the terms of the Agreement may not be disclosed to a third party or otherwise to solicit a competitive proposal in relation to the Products.

### 13. Audit

**(a) Audit right.** Without limiting Silverchair’s right to electronically monitor usage of the Products, we or our representatives may audit your compliance with the Agreement, on at least 10 business days’ notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to do so by a third party provider.

**(b) Costs.** If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges; and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on Silverchair by a third party provider.

### 14. Warranties and Disclaimers

**(a) LIMITED WARRANTY. WE WARRANT THAT (i) WE PROVIDE THE PRODUCTS USING COMMERCIALY REASONABLE SKILL AND CARE; AND (ii) OUR PRODUCTS ARE PROVIDED “AS-IS” AND “AS-AVAILABLE.” WE DO NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT THEY WILL MEET YOUR SPECIFIC REQUIREMENTS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES AND ANY PRODUCT-SPECIFIC WARRANTIES THAT MAY BE INCLUDED IN YOUR ORDER ARE THE EXCLUSIVE WARRANTIES FROM SILVERCHAIR AND WE DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AND CURRENCY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PRODUCTS IS TO CEASE USE AND TERMINATE IN ACCORDANCE WITH THE TERMINATION PROVISIONS OF THIS AGREEMENT.**

**(b) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES RELATED TO THE DEFECTIVE SERVICE AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU. THE REMEDIES IN THIS SECTION CONSTITUTE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.**

**(c) NON-RELIANCE. YOU ARE FULLY RESPONSIBLE FOR YOUR INTERPRETATIONS OF THE PRODUCTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY ACTION OR DAMAGES RESULTING FROM ANY DECISIONS YOU (OR ANY OTHER PARTY ACCESSING THE PRODUCTS THROUGH YOU) MAKE IN RELIANCE ON THE PRODUCTS.**

**(d) THIRD PARTY MATERIALS. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR CLAIMS ARISING FROM, THIRD PARTY TECHNOLOGY OR ANY THIRD PARTY MATERIALS ACCESSIBLE VIA LINKS IN THE PRODUCTS.**

## 15. Liability

**(a) UNLIMITED LIABILITIES.** NEITHER OF US EXCLUDES OR LIMITS LIABILITY FOR (I) FRAUD, (II) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (III) CLAIMS FOR PAYMENT OR REIMBURSEMENT OR (IV) ANY OTHER LIABILITY, INCLUDING GROSS NEGLIGENCE, WHERE NOT PERMITTED TO DO SO UNDER APPLICABLE LAWS AND NOTHING IN THE AGREEMENT SHALL BE INTERPRETED TO DO SO.

**(b) EXCLUDED LOSSES.** NEITHER OF US WILL BE LIABLE FOR (I) LOST PROFITS, LOST BUSINESS, LOST REVENUE, ANTICIPATED SAVINGS, LOST DATA, OR LOST GOODWILL; OR (II) ANY SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INDIRECT OR CONSEQUENTIAL LOSSES, OR ANTICIPATED SAVINGS.

**(c) LIMITATION.** THE AGGREGATE LIABILITY OF EACH OF US (AND OF ANY OF SILVERCHAIR'S THIRD PARTY PROVIDERS) FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR BREACH OF STATUTORY DUTY, IN TORT OR IN NEGLIGENCE (COLLECTIVELY "**CLAIMS**"), WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES UP TO THE AMOUNTS PAYABLE IN THE 12 MONTHS PRIOR TO THE FIRST INCIDENT UNDER WHICH LIABILITY AROSE (OR WHERE THE CLAIM AROSE IN THE FIRST 12 MONTHS OF THE AGREEMENT, THE AMOUNTS THAT WOULD HAVE BEEN PAYABLE IN THE FIRST 12 MONTHS) FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM.

**(d) Claims.** You may not assign or transfer Claims and you must bring Claims within 12 months of when they arise.

**(e) No liability.** We will not be responsible for failures, errors or delays that occur because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the Product), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to the Products; (iv) your failure to implement and maintain adequate virus or malware protection and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that the Product failed because of one of these reasons, we reserve the right to charge you for our work in investigating and resolving the failure, or assisting you in investigating and resolving the failure, at our then currently applicable rates.

**(f) Third party intellectual property.** If a third party sues you claiming that a Product provided by Silverchair infringes their intellectual property rights then, provided your use of such Product has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify Silverchair in writing of the claim; (ii) supply information we reasonably request; and (iii) allow Silverchair to control the defense and settlement. We have no liability for Claims to the extent caused by items not provided by us. In relation to liability arising solely from one of our third party providers' data, software, or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of Claims by our customers, including you.

**(g) Mitigation.** Each of us shall take reasonable steps to limit and mitigate any losses, liability, Claims, or other costs we may incur under the Agreement and which we may seek to recover from the other, including under any reimbursement or indemnity. Further, in the event a Product infringes or may infringe a third party's intellectual property rights we may, at our expense and option, as your sole and exclusive remedy and our entire liability: (a) replace or modify the Product to make it non-infringing, while maintaining equivalent functionality; (b) procure the right for you to continue using the Product pursuant to the Agreement; or (c) terminate the Product and provide you a refund on a pro-rata basis.

**(h) Equitable relief.** Each of us agrees that damages may not be a sufficient remedy for any misuse of the other's intellectual property, confidential information, or trade secrets, and each of us may seek equitable

relief (including specific performance and injunctive relief) as a remedy for such a breach of the Agreement.

## 16. Term, Termination

**(a) Term.** The term and any renewal terms for the Products are described in your Order. If either of us does not wish to renew the Products set forth in an Order, in whole or in part, we must provide the other with at least 30 days' written notice before the end of the then current term.

**(b) Suspension.** We may on written notice suspend or limit your use of the Products or other Silverchair IP or terminate the Agreement: (i) if required to do so by a third party provider, Applicable Laws, a court, or any other legal authority; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be a breach of security, a breach of your obligations under the Agreement (including payment), or a violation of third party rights or Applicable Laws. Our notice will specify the cause of the suspension or limitation and, as applicable, the actions you must take to reinstate the Product. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the Agreement. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

**(c) Termination.** We may terminate the Agreement, in whole or in part, in relation to a Product or feature that is being discontinued on 90 days' written notice with any pre-paid charges for discontinued Products refunded on a pro-rated basis; however, no pro-rata refund is available for discontinued features. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and (if capable of remedy) fails to cure the material breach within 60 days of receiving written notice specifying the nature of the breach in reasonable detail. The breaching party is deemed to have satisfied the cure obligation if, within the 60-day cure period, it (i) delivers to the non-breaching party a written remediation action plan that identifies the root cause, describes the corrective measures to be undertaken, and provides a commercially reasonable timeline for completion; and (ii) commences material implementation of the action plan. For so long as the breaching party is diligently executing the action plan in accordance with its stated timeline, the non-breaching party may not terminate the Agreement on the basis of the breach identified in the original notice. If the breaching party fails to deliver an action plan within the cure period, abandons or materially deviates from the action plan without good reason, or fails to complete remediation within the timeline set forth in the action plan (as may be reasonably extended by mutual written agreement, including by e-mail), the non-breaching party may terminate the Agreement upon written notice. Unless we terminate for material breach or insolvency, fees will be due for all Products provided through the termination date and any pre-paid charges for discontinued Products will be refunded on a pro-rated basis. We may provide transition assistance upon the execution of an Order for such services.

**(d) Effect of termination.** Except to the extent we have agreed otherwise, upon termination, all your licenses and usage rights granted end immediately and you must permanently uninstall, expunge, delete, or destroy our confidential information, the Products, and Silverchair IP (including any copies thereof) in your or any third party's control or possession and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Silverchair any amounts you owe up to and including the date of termination, including any pre-paid charges and expenses that are non-refundable during a single-year or multi-year term; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

**(e) Termination support.** If the Agreement ends, we will provide reasonable assistance to help you transition your Content to a new provider ("**Termination Support**"). You must request this support at least 90 days

before termination and pay for it at our then standard rates. Upon request, we will return your Content in a reasonably agreed-upon format and/or we will destroy any remaining copies of your Content in our possession.

## 17. Force majeure

Other than payment obligations, neither of us shall be liable for any failure or delay in performance due to causes that cannot be reasonably controlled by such party, including acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, power failure, equipment failure, and industrial or labor dispute.

## 18. Third party rights

Our affiliates and third party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 19. General

**(a) Assignment.** You may not assign or transfer the Agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the Agreement, in whole or in part.

**(b) Marketing.** We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials, including with our affiliates and partners.

**(c) Amendment.** We may amend the Agreement from time to time, with such changes being effective upon renewal.

**(d) Enforceability.** The Agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the Agreement.

**(e) Non-solicitation.** We are an independent contractor. You must not directly or indirectly solicit or recruit or attempt to solicit or recruit for employment or engagement any employee or contractor of Silverchair during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant person is not restricted.

**(f) Performance.** We may perform some or all of our obligations from any of our offices globally or through any of our affiliates or third parties. Such affiliates and third parties are obligated to confidentiality obligations, and we remain responsible for their performance.

**(g) Headings and summaries.** Headings and summaries shall not affect the interpretation of the Agreement.

**(h) Waiver.** Neither of us waives our rights or remedies by delay or inaction.

**(i) Governing law and jurisdiction.** If a dispute arises related to the Agreement or an Order, we agree to meet with you to try and resolve it before commencing any legal proceedings. Should such resolution attempts fail, any Claim arising out of or in connection with the Agreement (including its formation) is subject to the exclusive governing law and exclusive jurisdiction specified in the Order. EACH PARTY EXPRESSLY AND KNOWINGLY WAIVES ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT IS LITIGATED OR HEARD IN ANY COURT.

**(j) Precedence and notice.** In the event of any conflict within the Agreement, the descending order of precedence is the Order; these Terms; any remaining terms and conditions of the Agreement. Notices to Silverchair must be directed to [legal@silverchair.com](mailto:legal@silverchair.com). Notices to you will be directed to the Client entity and

address identified in the Order. Each of us may update our notice information upon prior written notice to the other.

**(k) Interpretation.** Both parties have reviewed the Agreement to ensure it is interpreted fairly, as a whole, without favoring either party.

***Last updated: May 2026***