TERMS OF SERVICE

We, Altius Global, Inc. and any of our subsidiaries or affiliates (collectively, "**Altius**" or "**we**"), have created this policy (the "**Terms of Service**") in order to let our customers (each a "**Customer**" or "**you**") and any User (as such term is defined below) on their behalf, know what are the terms that govern the access or use of Altius' Services (as such term is defined below).

In addition to reading the following terms, Customers should read our Privacy Policy (the "**Privacy Policy**" and together with the Terms of Service shall be referred to as the "**Terms**"), which is available here, and describe how we use and protect the information that we collect as a result of any access and use in and to the Service.

Altius provides an advanced solution for alternative investment management platform and related services (the "**Platform**") offered and provided by Altius through its Website (the "**Website**", which together with the Platform will be referred to as the "**Service**").

The use of, and access to the Service made available to Altius' Customers or any of their Users, including any employee, independent contractor, and agent who are authorized by such Customer to access and use the Service, each of which shall agree to be bound by these Terms.

A "User" is any individual or entity who accesses the Service in any capacity. For example, a User may be an employee or agent, or a sub-contractor of the Customer (e.g., the CFO of a family office, as part of its portfolio management tasks).

When the access to the Services is made available to a User by the Customer, then (a) all references to "User" as a contracting entity under the Terms are also references to the Customer, (b) Altius may provide the Customer with the ability to access, use, remove, retain, and control User's Account ID and related Content, (c) User's access to Services is governed by these Terms, and (d) Altius may provide User's personal information to the Customer.

The use and access to the Service by Customer and/or Users are conditioned upon Customer's and Users' acceptance, without any modification, of the Terms set forth herein. The Terms herein govern the access to, and use of, the Service and constitute a binding legal agreement between Altius and the Customer (and any of the Users accessing the Service).

Kindly note that the use of Altius' Services allows the User to share and store information that may be sensitive. Such information may become accessible to Altius and such third parties as described in our Privacy Policy set forth below. Thus, we urge Users to read the Terms herein carefully and make sure they understand clearly how Altius may collect and use such information.

By accessing the Service, you hereby provide your consent to the Terms as provided herein. If you do not agree to these Terms, you **may not** access or otherwise use any of the Services.

You may use the Service only if you have reached the age of eighteen (18) or the applicable legal age in your jurisdiction and can form legally binding contracts under applicable law. If you are under 18 or the legal age in your jurisdiction, or if you have a legal guardian, such guardian must agree to these Terms on your behalf.

Altius may change these Terms at any time, with or without notice all as provided hereinbelow.

1. **NO INVESTMENT ADVICE; NO REAL-TIME MONITORING AND ARTIFICIAL INTELLIGENCE**
   1.1. The Services offered by Altius do not constitute an investment advice and are not intended to offer investment advice from Altius. The Service is not, and should not be considered, a substitute for professional investment advice. Users are responsible for their own financial decisions and should exercise caution and seek appropriate financial guidance from qualified investment professionals.
   1.2. Any information obtained through the Service is provided for informational purposes only. While the Service may provide information or facilitate communications between Users and third parties, it is not a substitute for the professional judgment of an investment advisor.
   1.3. You understand that Altius may not review the information made available through the Service and is not responsible for any data entered to, or associated with any User's account, including, but not limited to, measurement results, alerts, etc., that are being uploaded to the Service through third parties' hardware and software.
   1.4. Artificial Intelligence. The Service may include tools and features that incorporates the use of Artificial Intelligence (AI) modules to enhance the user experience and offer decision-making or computing tools as part of the Service. Any content generated by an AI-generated system is intended for general informational purposes only. The AI system uses algorithms, data sources, and machine learning techniques to produce content, which may not always be accurate, consistent, complete, updated, or applicable to specific situations. The content should not be considered as professional or personalized advice. Accordingly, Altius recommends independently verifying any content generated by such AI-systems and consulting with professionals for specific advice or information. Altius does not assume any responsibility or liability for the use or interpretation of such AI-generated content. Using such tools made available through the Service constitute User's acknowledgement that it has read and understood the risks entailed in using this feature and the User agrees that any such use is made at its own risk.

   PLEASE NOTE, Customer may decide, at its sole discretion, whether or not to share any personally identifiable information with such AI system and our LLM Partners (see Privacy Policy), and allow the use of such information for modules' training or any other purpose. Altius will not share any personally identifiable information about you with any AI operator without your explicit consent.

2. **USE OF SERVICE; REGISTRATION, USER ACCOUNT AND PASSWORDS**
   2.1. Users may access the Service through the Altius' Website by setting up an account (the "**Account**"). It is the Customer's decision whether the User shall setup the Account by itself or if its will be assigned to a User by an administrator designated by the Customer. In order to logon to their Accounts, each User must set up a password.
   2.2. Each time a User logs into the Account, the User shall be required to identify themselves with the password they chose.
   2.3. User shall be solely responsible for maintaining the confidentiality of his username and password. In case a User forgot the username or password, they may be able to reset it by requesting support from Customer's support team or they can use the "Forgot Password" feature, and a reset password email will be sent to their email.

2.4. Customer should immediately notify Altius of any unauthorized use of a User's password or any other breach of security to maintain the security of Users' data.

2.5. Each User is responsible for obtaining and maintaining any equipment and ancillary services (e.g., internet connection) needed to connect to, access or otherwise use the Service. Altius provides recommended standards for such hardware and software (e.g., use of a specific browser). If the recommended requirements are not met, the Users may potentially still use the Service, but normally with a lower quality or performance. Such reduced quality or performance will not give Customer the right to claim any compensation from Altius.

2.6. Customer must obtain a written consent from each User who receives access to the Service prior to creating a record in respect of such User. To the extent that Customer uses an automatic functionality to import data from any third party management system Customer must ensure, and warrants to Altius, that such importation does not breach the terms of use of the relevant management system and will not infringe the rights of any third party. Customer will indemnify Altius from and against any and all claims, costs, damage, loss, liability, and expense arising from any breach of this warranty.

2.7. Customer is responsible for the use of the Services, including the lawfulness of any content displayed, shared, uploaded or otherwise made available by the User while using the Services.

2.8. Altius reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to support requests, or (v) protect our rights, property or safety, our users and the public.

3. LICENSE TO THE SERVICE

3.1. Non-Exclusive License. Subject to and conditioned upon Customer and Users' acceptance and compliance with these Terms (including, the payment of the Fees (as defined below), any other policies referenced herein which form an integral part of the Terms), Altius hereby grants the Customer and Users acting on its behalf or at its permission, and Customer hereby accepts a limited, personal, non-exclusive, non-transferable, non-sublicensable, non-assignable license to access and use the Service, solely for Customer's internal business purposes during the subscription term (the "**Subscription Term**") stated in a purchase order duly signed by Altius and the Customer (each a "**Purchase Order**").

3.2. Changes in the Service.

3.2.1. Altius makes continuous efforts to constantly improve the Service for the benefit of its Customers and their Users. Therefore, Altius may make changes to the Service, from time to time, including by developing enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Service or materials, and/or removing any feature or functionality of the Service (the "**Changes**"). Altius will use reasonable efforts to provide the Customer with a notice prior to any material change to the Service. Customer will not be entitled to any compensation on account of any changes to the Service.

3.2.2. Altius shall implement and incorporate any available Changes into the Service in its sole discretion, and Customer hereby authorizes Altius, in advance, to implement and incorporate such Changes into the Service, at any given time. Altius shall notify Customer in advance of the implementation of any material

Changes, which it believes may have a material adverse effect on Customer's use of the Service.

3.3. Restrictions. Customer will not, nor will Customer allow any User or other third party to: (*a*) copy, modify, adapt, translate or otherwise create derivative works of the Service; (*b*) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Service; (*c*) rent, lease, sell, sublicense, assign or otherwise transfer rights in or to the Service; (*d*) remove any proprietary notices or labels from the Service; (*e*) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service; (*f*) develop any other product or service containing any of the concepts and ideas contained in the Service or use the Service for the purpose of building a similar or competitive product; (*g*) test the Service or use the Service in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without Altius prior written approval; (*h*) directly or indirectly take any action to contest Altius' intellectual property rights or infringe them in any way; (*i*) make the Service available for timesharing, service bureau or application service provider; (*j*) remove, obscure, or alter any notice of copyright, Altius' Marks (as such term is defined below), or other proprietary right appearing in or on any item included with the Service; *(k)* allow any third party to have access to the Service without Altius' prior written consent (*l*) use the Service to engage in illegal activities or to promote activities that are dangerous and illegal. Altius reserve the right to report any illegal activity to the Customer, and/or the applicable local authorities; (*m*) harvest or otherwise collect information from the Service about others, including without limitation email addresses, without proper consent; (*n*) exploit the Service for any unauthorized commercial purpose; (*o*) create user accounts by automated means or under false or fraudulent pretenses (*p*) engage in harassing, bullying or threatening behavior and do not incite others to engage in these or similar aggressive activities. Anyone using the Service to single someone out for malicious abuse, to threaten someone with serious harm, to sexualize a person in an unwanted way. In emergency situations, we may escalate imminent threats of serious harm to law enforcement. Online harassment is illegal in many places and can have serious offline consequences for both the harasser and the victim; (*q*) engage in sexually explicit, sexually suggestive, erotic or any other indecent behavior while using the Service. Do not publish, circulate, display or link to non-explicit intimate and sexual images or videos and do not access commercial pornography sites while using the Service; or (*r*) participate in or provide content that is deceiving, misleading or confusing.

3.4. Additional Services for Customers.

3.5. Professional Services. Altius may provide Customer with integration, development, consulting and any additional services provided by Altius even if not mentioned specifically in these Terms (the "**Professional Services**"). All Professional Services shall by governed by these Terms and shall constitute an integral part of the Service. Any Professional Services' related documentation, code libraries and code samples are included in the definition of "Service" for the purpose of these Terms.

3.5.1. Service Level Agreement. During the Subscription Term, Altius will provide the Customer with maintenance and support, as set forth in the standard Service Level Agreement available in the form attached hereto as **Exhibit A** (the "**SLA**"), at no additional cost to Customer. In the event that Customer will require additional services not detailed in the SLA, then such services may be provided at Altius' sole discretion according to terms and conditions to be agreed

upon at Altius' then current price list, pursuant to a duly executed Purchase Order.

3.5.2. Method of Performing Professional Services. Altius shall have the sole right to determine the method, details and means of performing the Professional Services. Altius will make reasonable efforts to accommodate Customer's work schedule requests to the extent possible. Altius and Customer agree to consider any proposed changes in good faith, where appropriate to accomplish the mutual objectives of the parties. No changes will be effective unless such changes are reduced to a written amendment or superseding Purchase Order, signed by both parties.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. Mutual Representations and Warranties. Each of Altius and Customer (including on behalf of its Users) represents and warrants toward the other party that: (i) it has the full power, legal capacity, and authority to enter into, deliver and fully perform its respective obligations set forth in these Terms or any Purchase Order; and (ii) the execution or performance of the Services will not result in a violation or breach of any contract, agreement, order, judgment, decree, rule, regulation or law to which such party is bound.

4.2. Customer Representations and Warranties. Customer hereby represents and warrants to Altius that:

4.2.1. It will not use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary or other right of any party, and the Customer will comply with all applicable laws and regulations (including, but not limited to, all applicable import and export laws, copyright and privacy laws) in the Customer's use of and access to the Service; (ii) Customer is the owner of, or has the required rights in all Customer Content; and (iii) Customer holds and maintains all personal information in compliance with any and all applicable laws.

4.2.2. Customer understands and agrees that the use of the Services by any User is governed by Altius' Terms, and Users will be bound by such Terms. Customer understands that as part of its obligations under the Terms, Customer is and shall be solely responsible to authenticate the identity of any User accessing the Service.

4.2.3. Customer will provide Altius with a point of contact for coordination of support (the "**Customer Support Contacts**") with Altius. Such individual must be technically qualified and Customer undertakes that such person will become reasonably familiar with the Service and its installation and use as a condition to become a Customer's Support Contact. Customer may replace such contact on reasonable notice to Altius. Customer will provide Users with any support required by a User in connection with the access to, and use of, the Services.

4.2.4. Customer shall be exclusively responsible for the supervision, management, and control of its use and the Users' use of the Service including but not limited to: (a) assuring proper configuration in accordance with Altius' recommendations; (b) establishing and maintaining an Internet connection adequate to insure acceptable performance of the Service as determined by Altius; (c) complying with applicable state and federal laws, rules or regulations applicable to Customer's and Users' use of the Service; (d) the accuracy of any information

or data uploaded onto the Service; (e) providing relevant communications and training to users of the Service; (f) use of any information and data uploaded to the Service whether by Customer or Users.

4.2.5. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ALL FINANCIAL DECISIONS, JUDGMENTS AND ACTIONS TAKEN OR NOT TAKEN IN CONJUNCTION WITH ITS OR ITS CONTRACTORS OR EMPLOYEES' USE OF THE SERVICE. CUSTOMER SHALL BE SOLELY RESPONSIBLE TO ENSURE THAT THE DOCUMENTATION UPLOADED TO THE SERVICE PROVIDED BY USERS IS ACCURATE AND COMPLETE.

4.3. Customer Representations and Warranties. Customer hereby represents and warrants to Altius:

4.3.1. That it will not and will not any User use the Service for any illegal or unauthorized purpose or infringe or promote the infringement of any intellectual, proprietary, or other right of any party.

4.3.2. It will comply with all applicable laws and regulations in his/her use of and access to the Service.

4.3.3. It will be solely responsible for any data which is uploaded to the Service and any and all activities that take place by the Users.

4.3.4. It is aware that Altius is a software vendor and not a financial advisor, and as such Altius shall have no responsibility for any and all financial decisions, judgments and actions taken or not taken in as a result of the Service.

4.3.5. The Service is not intended to be a substitute for professional advice in manner.

5. INTELLECTUAL PROPERTY RIGHTS; CONTENT; CONFIDENTIALITY

5.1. Intellectual Property Rights.

5.1.1. The Service and materials and all of the intellectual property rights in the Service (including Altius' Marks), professional Service and materials are, and shall remain, the exclusive property of Altius and its affiliates, including but not limited to, any modifications or custom features to the Service to be developed by Altius for the Customer's benefit, whether requested or instructed by the Customer or not, even if the Customer has paid for such modifications (unless Altius and Customer have a separate written agreement that specifically states otherwise and references this Section), and any derivative works of the Service and materials as well as all physical embodiments of same, which Altius may develops from time to time (but excluding Content or any third party product(s) embodied in, utilized or bundled with the Service or materials).

5.1.2. Any error and bug reports, additional features, ideas, requests, feedbacks, recommendations, comments, concepts and other requests or suggestions related to the Service (collectively "**Ideas**") that Customer (or any User) may provide to Altius, will be solely owned by Altius. Customer hereby irrevocably assigns and transfers any intellectual property rights in such Ideas to Altius, free of charge.

5.1.3. All of Altius' trademarks, service marks, logos, domain names, copyrights and other proprietary rights associated with Altius and the Service, whether registered or non-registered, shall be collectively referred to as "Altius' Marks". Customer agrees not to directly or indirectly (and not to allow any third party to): (a) use Altius' Marks for any purpose (other than as detailed hereunder) without Altius' express written consent; and (b) register, attempt to register, or assist anyone else to register any Altius' Marks or marks confusingly similar thereto.

5.2. Content.

5.2.1. As between Customer and Altius, Customer is and shall remain the sole and exclusive owner of any and all content or data uploaded to the Service (the "**Content**"). Customer is, and will be at all times, fully and solely responsible for any and all activities that may occur while Customer or any User access or use the Service. Customer acknowledges that Altius does not monitor the Content uploaded onto the Service and will not provide any notice to Customer with respect to any Customer uploaded thereto.

5.2.2. By using the Service, the Customer hereby grants Altius a worldwide, non-exclusive license to access and use the the right to: (a) use and access the Content solely as part of the provision of the Service to the Customer and for the purpose of improving the Service. Altius will not disclose or publish any Content other than as required under any applicable law or in violation of its Privacy Policy; and (b) use, access, copy, adjust, and store any content uploaded to the Service in an anonymized way as part of the provision of the Service, and for the purpose of improving the Service.

5.2.3. Unless it would violate a law or a binding order of a governmental body, Altius will give Customer a notice of any legal requirement or order referred to in this section. Altius does not claim ownership or any copyright in Content unless otherwise agreed by us in writing.

5.3. DMCA

5.3.1. Altius respects the intellectual property rights of others. It is our policy to respond promptly to any claim that Content infringes the copyright or other intellectual property rights of any person. Altius will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action the Digital Millennium Copyright Act ("**DMCA**") and these Terms. If you believe that your copyrighted work is infringed by Content, please provide a written DMCA notice to Altius at: Hello@altius.capital.

5.3.2. ***Filing a DMCA "Take Down" Notification***. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a take-down notification ("**Take-Down Notification**") pursuant to the DMCA by providing us with the following information in writing (see 17 U.S.C. § 512 for further detail):

5.3.2.1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

5.3.2.2. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works, a representative list of such works at that website;

5.3.2.3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material; ***Providing URLs in the body of your DMCA notification is the best way to help us locate content quickly***

5.3.2.4. Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number and electronic mail address at which you (the complaining party) may be contacted;

5.3.2.5. A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;

5.3.2.6. A statement that the information in the notification is accurate and under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

5.3.2.7. **(Optional) Provide information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material.

Any person *who knowingly materially misrepresents that content or an activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us and possibly others for any damages, including costs and attorneys' fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it*

5.4. Confidentiality

5.4.1. As used herein, "**Confidential Information**" means non-public information which due to its nature of the information or the circumstances surrounding its disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software or services, algorithms, implementation requirements, processes, schema, marketing plans, business policies or practices, financial information, pricing information, sales information. Confidential Information shall not include any information (a) which is or enters the public domain without breach of these Terms; or (b) which the receiving party can show was in its possession or known to it prior to its receipt from the disclosing party.

5.4.2. During the Subscription Term and for a period of ten (10) years thereafter, the receiving party of any Confidential Information shall: (i) maintain the Confidential Information in strict confidence using security measures that receiving party would use to protect its own Confidential Information of a similar nature, but not less than reasonable security measures; (ii) not disclose Confidential Information to any third party other than to its' employees and contractors who have a need to know such information; and (iii) shall use Confidential Information only as necessary to perform its obligations hereunder. Notwithstanding the foregoing, with respect to that Confidential Information arising to the level of a trade secret as defined by applicable law, the receiving party's confidentiality obligations shall remain in effect for so long as such Confidential Information remains a trade secret. The receiving party shall cause each of its officers, directors, employees, and contractors to restrict disclosure and use of such Confidential Information and shall be responsible for any wrongful disclosure or use by any of them.

5.4.3. In the event any court or other authority orders the receiving party to disclose any Confidential Information, the receiving party shall promptly notify the disclosing party of such order and reasonably cooperate with the disclosing party to contest such disclosure, at the disclosing party's expense.

5.4.4. Upon termination of the Subscription Term, the receiving party shall promptly return all tangible embodiments of the disclosing party's Confidential Information to the disclosing party. in addition, the receiving party shall immediately destroy: (a) any notes, reports, analyses, compilations, data, studies or other documents prepared by the receiving party which contain Confidential

Information; and (b) any Confidential Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the disclosing party.

6. **DISCLAIMER OF WARRANTIES**

6.1. CUSTOMER UNDERSTAND AND AGREE THAT THE SERVICE PROVIDED, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALTIUS AND ITS RELATED PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6.2. ALTIUS AND ITS RELATED PARTIES DO NOT WARRANT: (A) THAT THE SERVICE PROVIDED TO CUSTOMER WILL MEET ITS REQUIREMENTS OR EXPECTATIONS; (B) THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; (C) THAT DEFECTS, IF ANY, WILL BE CORRECTED; (D) THAT THE QUALITY OF THE SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS, (E) THAT THE SERVICES WILL BE FREE OF ANY WORMS OR VIRUSES OR ANY CODE OF A MALICIOUS AND/ OR DESTRUCTIVE NATURE OR (F) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU (AND NOT ALTIUS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6.3. ALTIUS AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (i) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES OR CONSUMPTION OF ANY CONTENT; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION OR USER DATA; (iv) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICES; (v) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SERVICES; (vi) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SERVICES; OR (vii) LOSS OR DAMAGED CAUSED BY ANOTHER USER'S VIOLATION OF THESE TERMS OF SERVICE.

6.4. The foregoing exclusions and disclaimers are an essential part of these Terms and form the basis for determining the price charged for the Service. Some states do not allow exclusion of an implied warranty, so this disclaimer may not apply.

6.5. Altius' Service contain third-party proprietary software programs, including, but not limited to, open-source components, which are distributed by Altius along with their associated license terms. Open-source components are distributed AS IS, without any warranty, express or implied, and in accordance with their respective license terms.

7. **LIMITATION OF LIABILITY**

7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, ALTIUS SHALL NOT BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT RESULT FROM OR ARE RELATED TO THESE TERMS, EVEN IF IT HAS BEEN

INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS, IN ANY EVENT ALTIUS' AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED THE LESSER OF (i) $5,000 OR (ii) TOTAL AMOUNT YOU PAID TO ALTIUS IN FEES OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE APPLICABLE CLAIM; PROVIDED, HOWEVER THAT WITH RESPECT TO DAMAGES ARISING FROM PROFESSIONAL SERVICES, ALTIUS' AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES SHALL NOT EXCEED THE AMOUNTS RECEIVED BY ALTIUS FROM CUSTOMER UNDER THE PURCHASE ORDER PURSUANT TO WHICH THE PROFESSIONAL SERVICES ARE PROVIDED.

7.2. CUSTOMER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THESE TERMS, SUCH LIMITATIONS SHALL SURVIVE FAILURE OF THEIR ESSENTIAL PURPOSE, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THESE TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

7.3. Customer acknowledges and agrees that the Service is in no way intended to provide financial guidelines or advice for undertaking any financial decisions. Neither Altius nor its employees, directors, officers, or shareholders have any responsibility for financial decisions made or actions taken or not taken, or for information provided to its Users.

7.4. Customer agrees that the performance of the Service and Customer's and Users' access to and use of the Service may be affected adversely by the Internet connection because of (among other things) inadequate bandwidth available to Customer or its Users, the type of connection, inadequate speed, lack of continuity of Internet service, and the number of users accessing the Internet at any given time over the same connection. Altius is not responsible for performance of the Service due to events beyond the reasonable control of Altius.

7.5. Customer agree that regardless of any statute or law to the contrary, any claim or cause of action Customer may have, arising out of or related to the use of the Service or otherwise under these Terms must be filed within two (2) years after such claim or cause of action arose or Customer hereby agree to be forever barred from bringing such claims.

7.6. These Terms shall not confer any rights or remedies upon any person or entity other than Altius and Customer.

8. **PAYMENT**

8.1. Altius offers certain features of the Services which you can purchase as a monthly or yearly subscription or otherwise in a manner as further described on the Website. In consideration for the Service, Customer shall pay Altius the subscription fees for the Service, Professional Services and any out-of-pocket expenses (including travel and travel-related expenses) incurred by Altius in connection with Altius' performance of the Professional Services, and as set forth in a duly executed Purchase Order (collectively the "**Fees**"). All Fees owed to Altius are non-cancellable and non-refundable.

8.2. Altius reserves the right to change the Service's Fees or applicable charges and to institute new charges and Service's Fees at the end of each Subscription Term or then-current Additional Subscription Term, upon thirty (30) days prior notice to Customer (which may be sent by email).

8.3. Altius further reserves the right to not process or to cancel your transaction in certain circumstances, for example, if your credit card is declined, if we suspect the request or transaction is fraudulent, or in other circumstances Altius deems appropriate in its sole discretion.

8.4. Payment Processors.

8.4.1. Altius uses third-party providers to securely store your payment card information and process your payments (the "**Payment Processors**"). You expressly authorize us or our Payment Processors to charge you for each transaction. Our Payment Processors may ask you to supply additional information relevant to your transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). You will provide all Payment Information directly to our Payment Processors. You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a transaction through the Services, you authorize our Payment Processors to complete your transaction and to charge your payment method for the transaction (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your transaction (such information is included within the definition of Payment Information). By initiating a transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All fees and applicable taxes, if any, are payable in United States dollars.

8.4.2. Altius may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Altius thirty (30) days after the mailing date of the invoice.

8.5. If Customer believes that Altius has billed Customer incorrectly, Customer must contact Altius no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. If Customer fails to so within such timeframe, Customer shall be deemed as having waived its claims and the charged or invoiced amount may not be challenged by Customer. Inquiries should be directed to Altius' customer support department. Unpaid amounts are subject to a finance charge of 0.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the Service, and any Professional Services.

8.6. Altius shall have the right, in its sole discretion and in addition to any other rights and remedies available to Altius (including as described in Section 9.5 below), to terminate any outstanding Purchase Order or discontinue access to the Service if a disputed invoice remains outstanding for more than thirty (30) days as of the payment due date. For avoidance of doubt, if Customer fails to ongoingly communicate with Altius regarding any disputed invoice or charge, the provisions of Section 9.5 shall apply, *mutatis mutandis*, and Altius shall be entitled to terminate any outstanding Purchase Order or discontinue access to the Service with immediate effect. Customer's financial obligation to pay unpaid balances shall survive the termination of any Purchase Order and continue until the balance is paid in full.

8.7. All Fees payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other taxes, customs, and duties, including, without limitation, any withholding tax. Any such taxes, to the extent legally applicable, shall

be borne and paid by the Customer. In cases wherein the Customer is legally required to withhold any income or remittance tax from amounts payable to Altius, then (a) the Customer will promptly notify Altius; (b) the amounts payable to Altius will be automatically increased to the full extent required to offset such tax, so that the amount remitted to Altius, net of all taxes, equals the amount stated in the invoice; and (c) the Customer will provide Altius with the official receipt of payment of such taxes to the appropriate taxing authority.

8.8. Altius reserves the right, in its sole discretion to provide some or all of the Services, and charge the applicable Fees, through an affiliate or subsidiary of Altius, depending on the Customer's official place of residence.

9. **TERM AND TERMINATION; CONSEQUENCES OF TERMINATION**

9.1. As between Altius and its Customer, these Terms will become binding upon the execution of an applicable Purchase Order and shall continue to be in effect until the termination of the Subscription Term as such term is defined in the applicable Purchase Order, unless terminated earlier by in accordance with the provisions of this Agreement.

9.2. The Subscription Term will be automatically renewed for additional identical term as stated in the original Purchase Order (the "**Additional Subscription Term**") unless Customer has notified Altius, in writing, at least sixty (60) days prior to the elapse of the Subscription Term (the "**Notice Period**") of its wish to terminate its subscription to the Service (the "**Termination Notice**"). The same will apply to any Additional Subscription Term. In the event that Customer does not issue a Termination Notice during the applicable Notice Period, Altius will issue a new Purchase Order with respect to the Additional Subscription Term which will become effective upon issuance.

9.3. Each of Altius or Customer may terminate any outstanding applicable Purchase Order, without cause, at any time upon ninety (90) days' notice to the other party.

9.4. Each of Altius or Customer may terminate any outstanding applicable Purchase Order if the other party hereto fails to comply with any material term or condition set forth herein and such material breach continues uncured (to the extent curable) for a period of thirty (30) days after written notice of such breach has been provided to the breaching party. Such notice shall include specific details of the alleged breach.

9.5. Without derogating from the provisions of Section 8.6, and in addition to any other right or remedy that may be available to Altius under this Agreement or any applicable law, Altius shall be entitled, in its sole discretion, to discontinue and/or terminate the Service, without any notice to Customer, in case Customer fails to pay any part of the Fees on or after the elapse of thirty (30) days as of the original payment due date.

9.6. Upon any termination, Altius will make all Customer's data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Altius may, but is not obligated to, delete any or all such data.

9.7. Upon any termination of the Service for whatever reason, all rights granted to Customer and/or Users under the applicable license shall immediately be terminated and Altius will terminate Customer's access to the Service and Customer will no longer be capable to access the Service. Termination of these Terms shall not relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination, including all Customer payment obligations that have accrued prior to the date of termination.

9.8. The expiration or termination of the license or these Terms shall not relieve Customer or any User of any obligation which by their nature are intended to survive under these Terms, including but not limited to, as set forth in Sections 2.1, 3.3 ,3.4, 5, 6, 7, 9.8 and 12.

10. INDEMNIFICATION

10.1. Altius shall defend, indemnify and hold harmless Customer and its officers, directors, agents, employees and assigns, from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") suffered or incurred by them in connection with a third party claim arising out of any actual or threatened claim that the Service, or Customer's use thereof infringes upon or misappropriates any copyright, patent, trademark, trade secret, or other proprietary rights of any third party. Altius shall have no obligation to indemnify Customer to the extent the alleged infringement arises out of (i) the use of the Service in combination by Customer with other data products, processes or materials not provided by Altius and such infringement would not have occurred but for Customer's combination; (ii) the use of any Customer's Content; or (iii) to portions or components of the Service provided not by the Company or made in whole or in part in accordance with Customer specifications. Should the Service as used by Customer become, or in Altius' opinion be likely to become, the subject of an infringement claim, Altius shall at its option and sole expense either: (x) procure for Customer the right to continue to use the Service as contemplated hereunder, or (y) modify the Service to eliminate any such claim that might result from its use hereunder while maintaining all material functionality of the Service, or (z) replace the Service with an equally suitable, compatible and functionally equivalent non-infringing application at no additional charge to Customer. If none of these options is reasonably available to Altius, then the applicable Purchase Order may be terminated at the option of either party hereto without further obligation or liability on the part of either party hereto, except that Altius agrees to promptly refund to Customer the Fees received by Altius from Customer during the three (3)-month period immediately preceding the date of termination.

10.2. Customer shall defend, indemnify and hold harmless Altius, its subsidiaries, affiliates, officers, directors, agents, employees and assigns, from and against any and all Losses suffered or incurred by them in connection with a third party claim arising out of (i) Customer's or a User's use of the Service (except to the extent that Altius is responsible for such Losses under Section 10.1); or (ii) the infringement of any intellectual property rights of any third party by the Customer's Content.

10.3. The obligations under the foregoing indemnities are subject to the condition that the Party seeking indemnification give the other: (1) prompt written notice of any claim or action for which indemnity is sought; (2) complete control of the defense and settlement thereof by the indemnifying Party; and (3) cooperation of the other Party with such defense.

11. **THIRD PARTY PROVIDERS; LINKS TO THIRD PARTY WEBSITES**

11.1. To provide certain functionalities through the Service, Altius uses the services of third-party service providers (the "**Third Party Providers**") which are being integrated into the Service. Usage of such functionalities may be governed by the terms applicable to such products or services provided by the Third Party Providers.

11.2. The Service may contain links to such Third Party Providers. When User click on a link to such third-party website, its activity and use on the linked website is governed

by that website's policies, and not by those of Altius. Altius does not operate or monitor these websites and their content and assumes no responsibility for such third-party websites, content, or any product and services offered by such third-party websites. Accordingly, we encourage the Users to visit their websites and review their privacy and user policies.

12. **MISCELLANEOUS**

12.1. Non-enforcement by either party of any term or condition under these Terms shall constitute a waiver thereof. A waiver by either party of compliance with any term or condition shall not constitute a waiver of such term or condition at any other time or a waiver in the future of any other term or condition under these Terms.

12.2. No waiver by either party of any default shall be deemed a waiver of any prior or subsequent default of the same or other provisions of these Terms, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

12.3. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from these Terms.

12.4. Altius may freely assign its rights and responsibilities hereunder without notice to Customer. These Terms are not assignable, transferable or sublicensable by Customer except with Altius' prior written consent.

12.5. These Terms and the terms set forth in any outstanding Purchase Order, constitute the entire understanding between Customer and Altius, and revoke and supersede all prior understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations and/or agreements between the parties, and are intended as a final expression of the parties' agreement.

12.6. Order of Precedence. In the event of any conflict between these Terms and the provisions of an applicable Purchase Order, these Terms shall prevail unless otherwise expressly agreed in the applicable Purchase Order or any document that: (i) refers to the specific Section in these Terms to be affected and stating its prevalence; and (ii) has been approved in writing by both parties.

12.7. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

12.8. Altius reserves the right at any time to modify these Terms. Any such modification will be effective immediately upon posting the amended Terms on Altius' website or by sending an electronic mail to Customer. The continued use of the Service after the effective date of any such modification will be deemed acceptance of such modified Terms.

12.9. All disputes arising out of these Terms will be subject to the governing law of State of Delaware, United States of America, and the exclusive jurisdiction of the competent courts located in the State of Delaware, United States of America. The Parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit either party from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

12.10. Notice.

12.10.1. Altius may provide any notice to Users under these Terms by: (i) posting a notice on the Website, as may be updated by us from time to time; or (ii) sending a message to the email address then associated with the User's Account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is the User's responsibility to keep his/her email address current. User will be deemed to have received any email sent to the email address then associated with his/her account when we send the email, whether or not User actually received the email.

12.10.2. As between Altius and Customer, each party must contact the other party by personal delivery, overnight courier or registered or certified mail tothe mailing address, as applicable, listed for the applicable Altius Contracting Party below, or email transmission. Altius may update the address for notices to Altius by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. Notices provided by email will be effective upon the receipt by the sending party of written confirmation by the receiving party – where an automated or email confirmation of delivery or read receipt shall constitute such confirmation.

Altius Mailing Address:
hello@altius.capital

12.11. Force Majeure. Other than Customer's obligation to pay the Fees, neither Altius or Customer shall be liable to the other party or any User or third party for any failure to meet its obligations if such failure is due to any cause beyond the non-performing Party's reasonable control (a "**Force Majeure**"). Force Majeure specifically includes, but is not limited to: any government action that would limit the ability for performance; fires; earthquakes, floods or other severe weather conditions or any other acts of God; quarantines; riots; strife; insurrection; civil disobedience; epidemics, armed conflict; terrorism or war, declared or not; or any impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property.

12.12. No Agency. The relationship of Altius and each of the Customer established by these Terms is solely that of independent contractors, and nothing contained herein shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents and employees are the representatives of the other party hereto for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

12.13. Changes to the Terms. We reserve the right, at our sole discretion, to update, change, modify or replace any part of these Terms, with or without prior notice, by posting such updates and changes to the Website. We may elect to notify you of such changes by mail, email, posting of modified Terms or some other similar manner. However, it is your responsibility to check the Website regularly for changes to these Terms.

Your continued use of or access to the Website or the Services following the posting of any changes to these Terms constitutes acceptance of those changes.

12.14. Changes of the Applicable Law. If any law or regulation, including enactment of new state or federal legislation, amendments to existing laws and legislation, and or new or amended judicial orders, rules or decrees, creates adverse consequences to either party, according to the party's legal counsel, both parties agree to renegotiate the terms of the agreement in good faith to alleviate the adverse consequences. the affected party is obligated to notify the other party in writing of the need to renegotiate the terms of the agreement. if the parties fail to reach agreement within thirty (30) days of such notice regarding contract revisions, which will in the opinion of each party's respective counsel alleviate the adverse consequences, either party may terminate the agreement with written notice.

Last modified: 20 January 2025

Exhibit A

Support Services Terms and Conditions

This Service Level Agreement sets forth additional terms governing the provision of Support Services by Company. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them elsewhere in the Terms of Service.

(1) Definitions.

"Availability" is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in a month.

"Available Minutes" is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Service was down, outside of Scheduled Maintenance.

"Business Days" are any day other than a Saturday, Sunday, or a day on which banks in New York City are authorized or required by law or executive order to be closed.

"Regular Support Hours" are Monday to Friday, who are Business Days, between the hours of 9:00 am to 18:00 (EST).

"Scheduled Available Minutes" are the total minutes during the Regular Support Hours in a month less the number of Scheduled Maintenance minutes in the applicable month.

"Scheduled Maintenance Minutes" means the regular maintenance work that has been scheduled by Company in accordance with Section 3 below.

(2) Service Levels.

(a) Availability. Company will use commercially reasonable efforts to provide 99.5% Availability measured on a calendar month basis during the term of the Agreement (the "Availability SLA").

(b) Service Credits. In the event the Service does not meet the Availability SLA, Company shall apply credits based on the actual Availability of the Service ("Service Level Credits") for the applicable month as follows if requested by Customer in writing within 15 days after the end of such month:

Availability of the Service	**Service Level Credit**
99.500% or greater	No Service Level Credit
99.499% -99.000%	2% of the monthly prorated Fee
98.999% -98.500%	4% of the monthly prorated Fee
98.499% -95.000%	6% of the monthly prorated Fee
Below 95.000%	8% of the monthly prorated Fee

Service Level Credits shall be applied to Customer's next invoice or, if Customer has paid the final invoice under the Agreement, Service Level Credits shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due. The maximum credit that Customer may receive in any given month is 20% of the monthly prorated Service Fee. In the event the Service's availability falls below 95.000% in any three consecutive month period , Customer may terminate the applicable Work Order and receive a credit of any prepaid but unearned Service Fees .The foregoing Service Level Credits, or termination right, as applicable, shall be

Customer's sole and exclusive remedy and is in lieu of all other remedies for any breach of the Availability SLA and other commitments set forth in this Appendix.

(c) Exclusions**.** Company's failure to meet the Availability SLA will be unconditionally excused if and to the extent any failure to perform or meet the Availability SLA is caused by any of the following:

- Delays in email or webmail transmission to or from the Service; Connectivity issues outside of Company's control (e.g., DNS issues);
- Force majeure events;
- Company's cloud providers;
- Acts or omissions of Customer or Customer's employees, agents, contractors, or vendors;
- Periods of down time at Customer's request;
- Resulting from Customer's equipment, software, or other technology and/or third-party equipment, software or other technology (other than those which are under Company's control); and
- Performance degradation due to Customer's use of the Service in excess of the scope of any usage or product limitations outlined in the applicable Work Order or other documentation related to the Service.
- Changes made to an interface or an API to a 3rd party's products, services or components.

(3) Scheduled Maintenance. The Service shall be subject to a regularly scheduled maintenance window. Company makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to customers. While most of Company's maintenance can be completed during regularly scheduled maintenance windows, from time-to-time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the Service. In such cases, Company will provide Customer's primary point of contact as much advance notice of the planned maintenance as is commercially and technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Customer is given at least 24 hours advance notice shall be considered "Scheduled Maintenance".

(4) Technical Support.

Company will use commercially reasonable efforts to provide Customer with support to the Service, in the English language, during the Regular Support Hours through electronic mail or another online mechanism, including ticketing system and the support functionality (the "Technical Support"). Company will use commercially reasonable efforts to provide response for reported errors and malfunctions, in accordance with the following schedule subject to Customer timely providing Company with all available information that Company may reasonably require to diagnose or reproduce the error (e.g., description of issue and conditions at the time of the incident, time of occurrence and steps already taken). For errors and malfunctions classified as "Severity Level 1", Company shall appoint a contact person, per issue, to provide Customer with clear picture of the resolution progress:

Category	Business Impact	Response Time
Severity Level 1	Mission critical business process(s) unable to function.	5 Hours within Regular Support Hours

	The Service is not functioning and there is no workaround, thereby preventing Customer from performing mission critical business function(s).	
Severity Level 2	Significant impact to mission critical business process(s). A major problem in the Service impedes the ability to perform mission critical business function(s) due to major functionality not working and there is no workaround, thereby preventing Customer from performing mission critical business function(s).	1 Business Day
Severity Level 3	Not able to accomplish all functions. Minor function(s) are not working within the Service causing non-critical work to back up.	3 Business Days

Technical Support does not cover the correction of, and Company is not liable for, incidents (i) that are caused by failure to follow the terms of the Agreement, including any documentation provided by Company; (ii) that are caused by alterations, repairs or faulty installation made by anyone other than Company or its personnel not at the Company's approval; (iii) which could have been avoided or overcome by the use of an update offered by Company to Customer but which Customer has refused to take into use; (iv) which were caused due to changes made to an interface or an API to a 3rd party's products, services or components, or (v) that are caused by misuse of the Service by Customer. Company shall not be obligated to provide support and maintenance services for third party applications, third party software, third party web browsers or other third party items and equipment that are not provided by Company.

In case an incident, defect or problem has been caused by Customer or reasons for which Customer is responsible ("Customer Error"), Company may charge Customer for the identification and correction of such Customer Error in accordance with its then current price list. Company will use commercially reasonable efforts to resolve such Customer Error, however Customer acknowledges that Company may not be able to solve a Customer Error and Company shall not be liable for the consequences of Customer Errors.