

SYLVERA END USER LICENSING AGREEMENT (“EULA”)

This EULA sets out the terms and conditions under which Sylvera Limited, a company registered in England and Wales under number 12382318, having its registered office at International House, 64 Nile Street, London, England, N1 7SR (collectively with its affiliates, “**Sylvera**”) grant a license to you, the end user “You” or “User” to access and use data made available to User by Sylvera (the “**Data**”) pursuant to a written Order Schedule (“**Order Schedule**”).

By accessing and/or using Data, You agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, you may not use or access the Data.

1. The License

- 1.1 Subject to the terms of this EULA and your compliance with the same, Sylvera agrees to provide to You a limited, non-exclusive, revocable, non-transferable, and non-sub-licenseable license to receive and use Data solely for the Permitted Purpose, as defined in Section 1.3 below.
- 1.2 Licensee’s access to, Licensee’s receipt of and Licensee’s use of, Data are expressly subject to compliance with the terms of this EULA. Sylvera shall have the right, at any time, to amend this EULA, and any such amendments will be effective and binding upon notice to the Licensee. Licensee’s continued receipt of Data shall constitute acceptance of such amendments and then-current version of this EULA.
- 1.3 You may use the Data solely for the following purposes on the terms of this Agreement (together, the “**Permitted Purpose**”):
 - 1.3.1 use Data for internal research, reporting and analysis; and
 - 1.3.2 Create and distribute derivative works that are derived or developed from the the Data (“**Derived Data**”), provided that Derived Data shall:
 - 1.3.2.1 not contain, reproduce or disclose any raw Data in any form;
 - 1.3.2.2 be in static form;
 - 1.3.2.3 be processed or aggregated to the extent that it cannot be reverse engineered, decompiled or otherwise used to recreate the Data, in whole or in part; and
 - 1.3.2.4 clearly and prominently attribute Sylvera as the source of the Data using the following format: “Data provided by Sylvera Ltd under license. © 2025 Sylvera Ltd”.
- 1.4 You shall not:
 - 1.4.1.1 modify Data or create derivative works using the Data, save as expressly provided in Clause 1.3.2;
 - 1.4.1.2 use or permit Data to be used to train or validate any artificial intelligence or machine learning model;
 - 1.4.1.3 retransmit, publish, lease, sell, resell, rent, loan, sublicense, assign, distribute or transfer the Data;
 - 1.4.1.4 alter the information in Data in any manner that adversely affects its accuracy or integrity of Data or that renders Data misleading,

1.4.1.5 use Data to do anything which may damage the reputation of Sylvera or the Data;

1.4.1.6 use Data in violation of any applicable laws or regulations;

1.4.1.7 access or use all or any part of the Data in order to develop, train, validate or enhance a product or service which competes with any product or service offered or made available by Sylvera or its affiliates from time to time;

1.4.1.8 alter, remove, or obscure any proprietary notices, watermarks or legends included or embedded in the Data;

1.4.1.9 remove, bypass, or circumvent any electronic or other form of protection included in the Data; or

1.4.1.10 use, extract, reutilise, exploit, redistribute, disseminate, copy or store Data in any way or for any purpose that is inconsistent with the scope of this EULA, or permit anyone to do so.

1.5 Any Derived Data shall at all times publicly and prominently attribute Sylvera as the source of Data using the following format: "Data provided by Sylvera Ltd under license. © 2025 Sylvera Ltd"

1.6 You shall configure and operate Your internal systems so that it remains at all times secure from unauthorised entry or interference and to prevent the Data from being misappropriated, or in any way communicated, divulged or published except through the modes of transmission authorised hereunder.

1.7 You represent and warrant that You and Your representatives will comply with the terms of this EULA and any laws, rules or regulations applicable to the Licensee and its use of Data (ii) You have all the necessary consents and authorities to access and use Data.

2. Sylvera System Modifications

2.1 Without prejudice to its other rights and remedies, Sylvera shall have the right, in its sole discretion, with or without cause or prior notice to the You, to suspend or restrict access to Data at any time, or to impose restrictions on the use of Data if Sylvera learns or believes in its sole discretion that: (i) there exists any actual or potential defect in the Data which may materially impair the reliability, credibility or integrity thereof; (ii) continuing to provide Data pursuant to this EULA would infringe upon the intellectual property rights of any third party (but only in respect of the infringing Data); or (iii) data or services provided by a third party and necessary for Sylvera's provision of the Data are no longer available.

3. Audit

3.1 You shall keep sufficient accurate and up-to-date records that would allow Sylvera to audit Your compliance with this EULA. You shall provide reasonable access to Sylvera to allow it to audit Your compliance with this EULA. Such audit rights shall continue for one year after termination of this EULA. You shall give all necessary assistance to the conduct of such audits during the term of this EULA and for a period of one year after termination of this EULA.

4. Term and Termination

4.1 This EULA shall commence as of the effective date of the applicable Order Schedule and shall continue until the date of termination of the applicable Order Schedule (the "**Term**").

4.2 Notwithstanding the foregoing, Sylvera may terminate Your access to the Data immediately upon written notice if: (i) You breaches any of Your obligations hereunder; (ii) in Sylvera's commercially reasonable judgment, continuing to license the Data would cause any person or entity to violate applicable law, rule, regulation, judgment, decree, order, certificate of authority, governmental or

regulatory requirement (including any self-regulatory organization) or accepted market standards; or (iii) Data has been or may be used by You for any illegal transaction or unlawful purpose.

- 4.3 On termination of this EULA for any reason: (i) the licence granted under this EULA shall immediately terminate; (ii) unless otherwise expressly agreed in writing by the parties, You shall immediately stop Your use of the Data and delete all Data held by You; and (iii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this EULA which existed at or before the date of termination shall not be affected or prejudiced.
- 4.4 Unless expressly provided otherwise in this EULA, termination is not Sylvera's exclusive remedy under this EULA, and all other remedies at law and equity will be available whether or not this EULA is terminated. Further, termination of this EULA shall not affect outstanding obligations and responsibilities under this EULA. Sections 5, 6, 7, 8, 9, and 10 hereof shall survive any termination of this EULA.

5. Ownership Rights

- 5.1 You acknowledge that Data is the exclusive property of Sylvera and/or its third party licensors and You have been granted a limited right to receive and use Data for the purpose set forth in this EULA and will have no other rights with respect thereto. You acknowledge that this EULA does not constitute a sale or transfer of Data or any other property and that Sylvera shall retain sole and exclusive ownership of all rights, title and interest in and to Data and all related applications, application programming interfaces, user interface design software, source code and any and all future enhancements and modifications thereto made available to You by Sylvera in Sylvera's sole discretion.
- 5.2 You covenant and agree that You will not, and will not distribute or publish any Derived Data which may allow a third party to: (a) disassemble, decompile or otherwise reverse engineer the Data, or any program, code, or technology installed or delivered as part of Data or any portion thereof, or (b) reproduce, retransmit, recreate, copy, sell, distribute, publish, broadcast, circulate or commercially exploit the Data, in whole or in part, in any manner inconsistent with the terms and conditions of this EULA, or cause or permit any third party to do any of the foregoing.

6. Disclaimers

- 6.1 You acknowledge that Sylvera makes no representations regarding the Data, including, without limitation, any representations with respect to accuracy of information. You further acknowledge that Sylvera does not advise, recommend, or render an opinion with respect to any information available through Data and shall not be responsible for Your or any third parties' use of any information available through Data.
- 6.2 SYLVERA SHALL NOT BE RESPONSIBLE FOR ANY PROBLEMS, ERRORS, OMISSIONS, DEFECTS, OR MALFUNCTION RELATING TO DATA WHETHER RESULTING FROM THE DATA ENTRY OR THE FAILURE OF ANY EQUIPMENT OR ANY TELECOMMUNICATION SERVICE, INTERNET SERVICE PROVIDER OR ANY OTHER THIRD PARTY COMMUNICATIONS PROVIDER. SYLVERA, ITS AFFILIATES AND ITS LICENSORS SHALL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO YOU FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY OF THE DATA OR FOR DELAYS OR OMISSIONS OF THE DATA, OR FOR FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN YOUR ACCESS TO THE DATA OR FOR ANY INTERRUPTION IN OR DISRUPTION OF YOUR ACCESS THERETO.

7. Representations and Warranties

- 7.1 THE DATA IS PROVIDED ON “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITATION TO THE FOREGOING, SYLVERA MAKES NO WARRANTIES THAT THE DATA WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES SYLVERA WARRANT THAT THE DATA WILL BE COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT PROVIDED BY YOU. NOTWITHSTANDING ANYTHING IN THIS EULA TO THE CONTRARY, YOU ACKNOWLEDGE THAT TECHNICAL PROBLEMS MAY PREVENT SYLVERA FROM PROVIDING ALL OR PART OF THE DATA. IN NO EVENT SHALL SYLVERA BE LIABLE HEREUNDER TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES RESULTING FROM TECHNICAL PROBLEMS IN CONNECTION WITH DATA.
- 7.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SYLVERA MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE SUBJECT MATTER HEREIN. WITHOUT LIMITING THE FOREGOING, SYLVERA SPECIFICALLY DISCLAIMS, TO THE FULL EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, DATA.

8. Indemnification

- 8.1 You shall indemnify, defend and hold harmless Sylvera, its affiliates and each of their employees, officers, directors and agents from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, actual and reasonable attorneys’ fees) arising out of a claim, suit, action, investigation or proceeding or relating to Your use of Data or breach of this EULA, or Your infringement of any intellectual property rights related to its receipt of Data.

9. Limitation of Liability

- 9.1 IN NO EVENT SHALL SYLVERA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF DATA OR LOSS OF BUSINESS, ARISING FROM THIS EULA, EVEN IF A USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2 YOUR ACCESS TO DATA MAY BE ROUTED THROUGH THIRD PARTIES AND THIRD PARTY SYSTEMS (EACH, A “**THIRD PARTY SYSTEM**”). SYLVERA IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS THAT MAY RESULT FROM ERRORS MADE BY ANY THIRD PARTY SYSTEM IN READING, PROCESSING AND DISTRIBUTING DATA, OR IF ANY THIRD PARTY SYSTEM OTHERWISE FAILS TO PROPERLY TRANSMIT SUCH DATA.
- 9.3 THE ENTIRE AGGREGATE LIABILITY OF SYLVERA IN CONNECTION WITH THIS EULA SHALL BE THE AGGREGATE FEES PAID BY YOU TO CECIL.EARTH DURING THE SIX (6) MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY.

10. General

- 10.1 **Interpretation.** All capitalised terms used in this EULA shall have the meaning ascribed to them in this EULA.
- 10.2 **Notices.** All notices, requests, demands or consents under this EULA and delivered by email to Your email address on record or to Sylvera at legal@sylvera.io. Any such communication shall take effect upon transmission.

- 10.3 **Assignment.** You may not assign this EULA or any rights or obligations hereunder without the prior written consent of the Sylvera. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 10.4 **Governance, Venue and Dispute Resolution.** This EULA, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this EULA or its subject matter or formation.
- 10.5 **Amendments and Waivers.** No modification, amendment or waiver to this You shall be effective unless in writing and signed by both Parties. No failure or delay by either party in exercising any right, power or remedy hereunder shall operate as a waiver of such right, power or remedy.
- 10.6 **Severability.** In the event that any part of this EULA is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
- 10.7 **Section Heading.** The section headings contained in this EULA are intended for convenience of reference and will not affect its interpretation.
- 10.8 **No Third-Party Beneficiary.** Nothing in this EULA shall be considered or construed as conferring any right or benefit on a person not a party to this EULA or imposing any obligations on the Parties with respect to persons not a party to this EULA.
- 10.9 **Force Majeure.** Any delay or failure of performance by either party will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party, including, but not limited to, acts of God, acts of civil or military authorities, government mandates, pandemics, strikes or other labour disputes, fires, interruptions in telecommunications or internet or network provider services, power outages and governmental restrictions.
- 10.10 **Entire Agreement.** This EULA (including all executed amendments hereto) and the applicable Order Schedule represent the entire agreement by and between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any.