ALPHASENSE, INC.

End User License Agreement

This End User License Agreement ("Agreement") between the customer purchasing access to the AlphaSense Services ("Customer", "You", or "Your") and AlphaSense, Inc. ("AlphaSense") governs Customer's use of the Services (defined below). You agree to be bound by this Agreement through Your use of the Services or Your express agreement. If You do not have authority to enter into this Agreement or You do not agree to its terms, do not use the Services. This Agreement is in addition to any other legally binding agreement that You may have entered into with AlphaSense that is intended by AlphaSense to govern your use of the Services (each, a "Service Agreement"). To the extent any such Service Agreement is in writing and any terms thereof conflict with the terms of this Agreement, such terms of the applicable Service Agreement will govern.

1.   SERVICES. Subject to the terms and conditions of this Agreement, AlphaSense agrees to provide to Customer with online access to the AlphaSense software product offering together with all updates, bug fixes, error corrections or other minor enhancements or improvements thereto made available under this Agreement and any emails, reports or other materials provided by AlphaSense as part of such product offering (collectively, the "Services"). Customer's use of the Services is subject to any restrictions indicated in this Agreement, and may include, without limitation, restrictions on the number and kind of authorized Customer users ("Authorized Users"), the subscription period, and any other restrictions set forth in this Agreement.

2.   LICENSE AND RESTRICTIONS

2.1.   License Grant. Subject to the terms and conditions of this Agreement, AlphaSense hereby grants to Customer a limited term, non-exclusive, non-transferable, non-sublicensable license for the Authorized Users to access via a web browser, mobile app, or API the Services solely for internal business purposes or personal, non-commercial use. Sharing of any login credentials or other methods of access to the Services is not permitted. Access to the Services may only be used by the Authorized User to whom credentials are assigned. If anyone who is not an Authorized User accesses the Services using the credentials of an Authorized User, Customer shall be obligated to purchase equivalent access to the applicable Services for such individual.

2.2.   Restricted Uses. Unless expressly permitted herein, Customer, Customer Affiliates, and their respective Authorized Users shall not: (a) rent, lease, copy, create derivative works of, provide access to or sublicense the Services or any SEC filings, transcripts, annual and interim financial reports, research reports, press releases, financial news, and other data or information provided as part of the Service ("Content") therein to a third party; (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Services or any Content therein; (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Services or any Content therein; (d) reproduce, disseminate, distribute, or disclose the Services, its user interface, or any Content therein to any third party or to any individual or person who is not an Authorized User; or (e) use the Services or any Content therein (i) with any other platform, software, or other manual or automatic tools without AlphaSense's prior written approval, or (ii) in connection with the creation, improvement, testing, or evaluation of a competitive product or service. If AlphaSense becomes aware of a violation of this Section 2.2, AlphaSense may immediately deactivate Customer's access to the Services.

3.   PASSWORDS/SECURITY. AlphaSense shall issue, or shall authorize a Customer administrator to issue, a password to Customer for each Authorized User of the Services. Such password will be unique to a specific Authorized User. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the Authorized User. Customer is entirely responsible for any and all activities that occur under any Authorized User account within its reasonable control and all charges incurred from use of the Services accessed with Customer's passwords. Customer agrees to promptly notify AlphaSense of any unauthorized use of Customer's account (including, without limitation, each password of each Authorized User accessing the Services by means of Customer's account) or any other breach of security known to Customer. AlphaSense shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. Customer shall have the right to replace Authorized Users, provided that Customer notifies AlphaSense promptly of any such replacement. AlphaSense or an authorized Customer representative will deactivate any password associated with a replaced Authorized User and issue a new password to the new Authorized User in accordance with this Section.

4.   CUSTOMER SUPPORT AND TRAINING. AlphaSense will provide to Authorized Users e-mail support during the standard business hours (Monday through Friday, 9am to 5pm Eastern Time and GMT, excluding holidays) observed by AlphaSense. Authorized Users will receive training and support for the Services to the extent and in the manner AlphaSense generally provides such training and/or support to its customers. Customer agrees to assign a point of contact through which to contact AlphaSense, which information may be provided in the Order Form and may be updated by Customer from time to time.

5.   CUSTOMER OBLIGATIONS.

5.1.   Hardware. Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Services, and for paying all third-party fees and access charges (e.g., ISP, telecommunications, etc.) incurred while using the Services.

5.2.   Conduct. Customer shall be solely responsible for its actions and the actions of its Authorized Users while using the Services and for compliance with the terms of this Agreement.

3.   **Privacy**. Customer and its Authorized Users shall comply with all applicable data privacy laws. To the extent that personal data is processed pursuant to this Agreement, the Data Processing Agreement ("DPA") available at https://www.alpha-sense.com/wp-content/uploads/2023/02/Data-Processing-Addendum-AS-as-Service-Provider-30-Nov-2022.pdf (or such other link as may be updated from time to time) shall apply to such processing from the Effective Date. For the avoidance of doubt, the parties under this Agreement shall be parties to the DPA, which shall be incorporated by reference herein.

6.   FEES AND TAXES.

6.1.   Fees. Fees for Your use of the Services that may be set forth under purchasing terms applicable to a marketplace or otherwise agreed upon (collectively, "Fees"). Except as otherwise provided, all Fees are quoted in United States currency and are non-refundable. Unless otherwise stated on the Order Form, Fees for each Seat shall be paid in advance. Notwithstanding the foregoing and to the extent applicable, Customer remains responsible for all Fees due hereunder and represents that AlphaSense may seek any Fees unpaid by an applicable third party or marketplace directly from Customer.

6.2.   Payments. All Fees are due and payable in accordance with the applicable marketplace terms and this Agreement.

6.3.   Suspension of Services. If an applicable third party, marketplace, or Customer fails to pay the Fees or any portion thereof by the due date, AlphaSense may, upon five (5) business days written notice, suspend the Services, provided that the Customer has not made payment within such period of time.

7.   TERM. The Agreement will take effect on the date of purchase from an applicable third party or marketplace and continue until the expiration or earlier termination of all Services under the Agreement. Services will activate and expire in accordance with the applicable subscription period, which, absent any other agreement to the contrary, will be one (1) year. Except as otherwise agreed, this Agreement will automatically renew for successive periods one (1) year each unless either party provides written notice of non-renewal to the other party, for which email may suffice, at least ninety (90) days prior to the end of the then-current period.

8.   TERMINATION.

8.1.   Breach. AlphaSense may terminate this Agreement upon written notice if Customer has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of notice from AlphaSense specifying the breach.

8.2.   Insolvency. AlphaSense shall have the right to terminate this Agreement if (i) Customer has a receiver appointed for it or its property; (ii) Customer makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against Customer under any bankruptcy, insolvency or debtor's relief law; or (iv) Customer is liquidated or dissolved.

8.3.   Unilateral Termination. AlphaSense may terminate this Agreement at any time upon thirty (30) days' written notice.

8.4.   Effect of Termination. Neither AlphaSense nor its suppliers shall be liable to Customer or any third party for an authorized termination of Customer's access to, or right to use, the Services under this Agreement. Customer will be obligated to pay the balance due for the Services up to the date of termination. Upon the effective date of termination of this Agreement for any reason, Customer and its Authorized Users' access to the Services will terminate and Customer shall cease accessing and using the Services immediately. Sections 6.2, 8.4, 9, 10, 11, 12, 13, 14.1, 15 and 16 of this Agreement shall survive termination for any reason.

9.   CONFIDENTIALITY.

9.1.   Obligations. Each of the parties agrees to maintain in confidence any proprietary or non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree that the term "Confidential Information" shall include (i) the terms and conditions of this Agreement, (ii) any information about Customer's or its Authorized Users' utilization of the Services, and (iii) any third party data labeled as confidential by its provider. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform its obligations hereunder and who agree to be bound by these obligations of confidentiality and non-disclosure. Upon termination of this Agreement for any reason, the receiving party shall promptly return or destroy (at the disclosing party's option), all copies of the other party's Confidential Information. Even after termination or expiration of this Agreement, Customer will continue to treat Confidential Information received from AlphaSense (or its suppliers and Providers) in accordance with this Agreement, for so long as the information fits the definition of "Confidential Information," or until use and disclosure of the information would no longer be restricted even if this Agreement remained in full force. Notwithstanding anything in this Agreement to the contrary, AlphaSense shall have the right to use or disseminate any data or information arising from the Services solely as necessary to provide the Services, including as necessary for AlphaSense to make payments to any third party provider.

9.2.   Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party hereto that rightfully acquired such information; (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto; or (v) independently developed by or for the receiving party without use of any Confidential Information of the disclosing party. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

10.   INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless AlphaSense, its affiliates, suppliers, directors, officers, employees or agents (collectively, the "Indemnified Parties") against any liability or obligation arising out of or related to any breach (or any claim of breach or alleged breach) of this Agreement by Customer, its affiliates, directors, officers, employees or agents, and Customer shall pay any final judgment entered against any of the Indemnified Parties in any such proceeding or agreed to in settlement, subject to the limitations and other terms of this Agreement. The Indemnified Parties will promptly notify Customer in writing of any such claim or suit (provided that any delay by the Indemnified Parties in providing such written notice shall not affect the Indemnified Parties' rights under this section.

11.   LIMITATION OF LIABILITY.

11.1.   Limitation on Direct Damages. IN NO EVENT SHALL ALPHASENSE'S OR ITS SUPPLIERS OR LICENSORS OR PROVIDERS' AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

11.2.   Waiver of Consequential Damages. IN NO EVENT SHALL ALPHASENSE OR ITS SUPPLIERS OR LICENSORS OR PROVIDERS BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ALPHASENSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.   GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. The parties hereby agree to resolve any dispute that may arise between them exclusively in a state or federal court located in New York, New York, and to submit to the personal jurisdiction of the courts located in New York, New York for the purpose of litigating all such disputes. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

13.   AGREEMENT TO ARBITRATE. Any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to the Services or this Agreement shall be resolved by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing herein shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to AlphaSense's products and services. All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless agreed to otherwise by the parties, the arbitrator may not consolidate more than one person's claims.

14. INTELLECTUAL PROPERTY AND CONTENT.

14.1.   Intellectual Property. As between AlphaSense and Customer, AlphaSense and/or its licensors own all intellectual property rights in and to the Services, Content, and any and all updates related to the foregoing. Aside from the limited license granted to Customer under Section 2.1 above, no such intellectual property rights are transferred to Customer hereunder.

14.2.   Third Party Content. Customer acknowledges and agrees that any Content accessed through the Services may belong to third party providers of AlphaSense and agree that such Content is subject to the additional terms available at www.alpha-sense.com/3p-terms. Such Content has been independently obtained by AlphaSense from various financial markets information services and data vendors, news and information providers, digital media providers, various securities markets, public websites, intermediaries engaged in the aggregation and transmittal of such data, and others. In the event of a discontinuance or termination of AlphaSense's access to any third party Content or for any other reason, AlphaSense may, in its sole discretion, replace such Content with a commercially reasonable alternative. Where applicable, Customer agrees to clearly identify and attribute the third-party Content provider as the source of any Content. The obligations under this Section shall remain in effect after termination of this Agreement. Notwithstanding anything else in this Agreement, AlphaSense disclaims any and all representations and warranties, express, implied or statutory, with respect to any and all such Content, including without limitation, any warranties of merchantability, fitness for a particular purpose, system integration, data accuracy, title, non-infringement, quiet enjoyment, and/or non-interference.

14.3.   Artificial Intelligence. Customer acknowledges that the Services may contain content or information that was generated using advanced generative artificial intelligence ("AI") technology. Customer recognizes that generative AI technology may still occasionally generate incorrect, incomplete, misleading, irrelevant, or nonsensical information and, accordingly, such information should be treated with the appropriate caution and skepticism. Customer's users should refer to and verify any AI generated information through original source documents and/or other reliable and authoritative sources. AI generated content is for informational purposes only and should not be used as a substitute for original research or expert opinions, nor interpreted as legal, financial, medical, or any other professional advice. Customer and its users assume full responsibility for any use of or reliance upon any content or information contained in the Services.

15.   MARKETING. AlphaSense shall have the right to use Customer's name as part of a general list of customers and may refer to Customer as a user of the Services in its advertising and marketing materials.

16.   GENERAL.

16.1.   Relationship. The parties to this Agreement are independent entities, and no agency, partnership franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

16.2.   Notices. All notices to a party shall be in writing and sent to the addresses specified in the Order Form or such other address as a party notifies the other party in writing, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

16.3.   Assignment. This Agreement may not be assigned or transferred by either party without the other party's prior written consent. Notwithstanding the foregoing, AlphaSense may assign or transfer this Agreement in connection with a merger or sale of all or substantially all of AlphaSense's assets without Customer's prior written consent. This Agreement shall inure to the benefit of permitted successors and assigns. Any unauthorized assignment in derogation of the foregoing is null and void.

16.4.   Entire Agreement. This Agreement, together with all addenda, schedules, and exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings between the parties relating to

the subject matter hereof. With the sole exception of adding Authorized Users or Services in accordance with this Agreement, any terms and conditions in a purchase order or similar document in addition to or different from the terms and conditions herein shall be of no effect.

16.5. **Force Majeure.** AlphaSense shall not be in default if its failure to perform any obligation under this Agreement is caused solely by supervening conditions beyond that party's reasonable control including, without limitation, acts of God, civil commotion, war, strikes, labor disputes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

16.6. **Severability.** Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. Customer hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.7. **Waiver.** AlphaSense's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. No waiver of any provision or term of this Agreement will be deemed a further or continuing waiver of such term or condition or any other term or condition.