

DAIZY SCRIBE™ TERMS OF USE

LAST UPDATED: OCTOBER 22, 2024

These terms of use (collectively, these **“Terms”**) set forth rules for accessing and using Daizy Scribe (**“Scribe”**) offered by Daizy Inc. (the **“Company”**, **“Daizy”**, **“we”**, **“us”**, **“our”**) to its customers (each, the **“Customer”**, **“user”**). The Company and the Customer each, a **“Party”** and collectively, the **“Parties”**). Scribe is available only for investment professionals and institutional investors in the wealth management and financial services industry that have an active license agreement with us which includes schedules (a **“License Agreement”**) (**“Schedule(s)”**). Scribe is not available for, and may not be used by, retail or individual investors.

Objective	The Customer will get access to use Scribe for the Term noted in the Schedule(s). Access, use and publishing is subject to payment of the fees and other terms noted in the Schedule(s).
Description of Scribe	<p>Scribe is an AI financial content generation tool accessible via our website. Scribe currently utilizes more than one third party large language models. In the future, we may use other large language models as they become available, applicable and useful over time.</p> <p>Scribe also utilizes Daizy’s proprietary technologies (e.g. analytics and visualizations) and several datasets provided by third parties. For more information on our data sources, see the section titled “Data Sources” on our website.</p>
Templates	Scribe makes available pre-designed documents including tools for varied use cases (collectively, “Templates”). The Templates are subject to change in our sole and absolute discretion. Scribe offers a list of Templates to produce draft financial content based on inputs the Customer can choose and/or define. We may from time to time introduce new Templates or discontinue existing Templates. The Customer can download and/or share such draft content subject to the terms noted in the Schedule(s).
License and Input	Subject to the terms of the License Agreement, the Customer would be granted a limited, royalty-free, non-exclusive, non-sublicensable and non-assignable license as noted in the Schedule(s) to access, use, and provide to Scribe including, but not limited to, the Customer’s prompts, questions, data, analyses, reports, collateral and other information or materials (collectively, “Input”).
License and Output	Subject to the terms of the License Agreement, the Customer would also be granted a limited, royalty-free, non-exclusive, non-sublicensable and non-assignable license as noted in the Schedule(s) to access and use Scribe to receive content generated from the Customer’s Input and returned by Scribe (collectively, “Output”).
Content	Input and Output are, collectively, “Content.”

Content Delivery	Content generated and returned by Scribe will be delivered to the Customer via Scribe or email or any other mechanism noted in the Schedule(s).
Subscription and Notifications Clause	By subscribing to Scribe, you expressly agree to receive update related notifications from the Company. These notifications may include, but are not limited to, information about new features, enhancements, security updates, maintenance schedules, and other important communications related to Scribe. The Company reserves the right to determine the mode of delivery for these notifications, which may include email, on platform messages, or other electronic communication methods. You acknowledge that these notifications are a necessary part of the service to ensure optimal use and security of Scribe.
User Registration	A registered account is required for access and use of Scribe. As part of registration, the Customer needs to share details such as a valid corporate email address, company name and street address.
User License	The number of permitted users shall be agreed and set forth in the Schedule(s) in writing. Permitted users may only include the Customer's employees and named contractors, and not any Customer's customers (collectively, the " Underlying Customers ") or other third persons. If the number of users at any time exceeds the number of permitted users in the Schedule(s), additional fees apply. All Underlying Customers will require a separate License Agreement with us for access and use of Scribe.
Reasonable Usage	As part of the License Agreement the Customer would understand, acknowledge, and agree that the Customer would be granted a license to access and use Scribe for the mutually agreed purposes and use cases for a reasonable amount of usage as determined by the Company in its sole and absolute discretion. We reserve the right at any time and from time to time to notify the Customer to limit the Customer's use of Scribe. If the Customer and we don't agree to the permitted amount of usage of Scribe as determined by the Company, then, in such event either Party shall have the right to terminate the License Agreement and the Customer's further use of Scribe on notice to the other Party and without penalty. Any prepaid fees for the remaining portion of the Term shall be refunded to the Customer on a pro-rata basis.
Intellectual Property of the Company	Scribe, including, without limitation, all software, data (except to the extent provided by Customer), analytics, visualizations, reports (whether standard or custom, templated or non-templated) and any other intellectual property developed for or made available by the Company to the Customer under the License Agreement or otherwise including any modifications, improvements or derivations of Scribe are and shall, as between Customer and the Company, remain the sole property of the Company. No title in or to Scribe shall be sold or transferred as a result of the License Agreement. Customer's rights shall be strictly limited as set forth in the License Agreement.

In the License Agreement we represent and warrant to the Customer that we have all intellectual property and other rights that are necessary for the Customer to access and use Scribe in accordance with the License Agreement. Without limiting the foregoing, in the License Agreement we represent and warrant to the Customer that access and use of Scribe in accordance with the License Agreement does not infringe, misappropriate, or violate any intellectual property or other rights of any person, or any law, rules, regulations and orders of any international, national, state, province or local governmental body or authority (collectively, “**Laws**”) including, without limitation, vendor agreements for any and all dataset/service providers, intellectual property Laws, and any privacy or data protection Laws governing personal information.

Intellectual Property of the Customer

In the License Agreement the Customer would represent and warrant to us that the Customer has all intellectual property and other rights that are necessary to allow us to process Input that the Customer submits to Scribe in accordance with the License Agreement. The Customer would also represent and warrant that the Customer’s submission of Input and use of Output will not infringe, misappropriate or violate any intellectual property or other rights of any other person, or any Laws including, without limitation, vendor agreements for any and all data/service providers, intellectual property Laws and any privacy or data protection Laws governing personal information.

Input provided by the Customer, and the Output is and shall remain the property of the Customer. Notwithstanding the foregoing or anything in the License Agreement to the contrary and for clarity’s sake, (a) to the extent any Output includes information or data that originates from or is prepared by a third-party dataset/service provider or other source and the Customer is advised of such origination or sourcing, the Customer shall obtain such third-party provider’s or source’s prior written approval as an express prior condition for any external distribution thereof; (b) the Company obtains rights as set forth under the sections entitled “Feedback” and “License to Content and Feedback”; (c) we will not share the Customer’s Content with our other customers; and (d) we opt out of all data sharing with large language models we use such that no Content is retained to train them after the Output has been generated.

Feedback

The Customer may provide us feedback, comments, questions, ideas, suggestions, or suggested improvements including, without limitation, as to features, functionality and tools (collectively, “**Feedback**”), through Scribe, orally or by any method or medium or otherwise, regarding Scribe or Content. We welcome all Feedback but offer no guarantees that it will be implemented in Scribe, in whole or in any part.

License to Content and Feedback

The Customer would grant us a world-wide, irrevocable, royalty-free, perpetual, unrestricted, sub-licensable, and assignable license to use the Customer’s Content and Feedback for any purpose involving or related to our business, including in connection with the provision, development, implementation, enhancement,

improvement of Scribe, its services, and technologies. The Customer would understand and agree that such license shall be without any payment, credit or recognition to the Customer.

Restrictions on Use of Scribe

The Customer shall not, and shall not permit any other person do any of the following: (i) use Scribe in a manner that violates any applicable Law; (ii) use Scribe in a manner that infringes, misappropriates, or otherwise violates our or any other person's intellectual property or other rights or to engage in any illegal, fraudulent or deceptive activity or in connection with malware, denial of service attacks, or similar activities; (iii) rent, lease, lend, sell, license, sublicense, assign, distribute, or convey any right, title or interest in or to Scribe, or modify or create derivative works of Scribe; (iv) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of Scribe; (v) use Scribe to render accounting or legal advice; or to develop machine learning models or other technology that are similar to or competitive with Scribe; (vi) use any automated or programmatic method to extract data or output, including scraping, web harvesting, or web data extraction; (vii) inaccurately represent that Output from Scribe was human-generated; (viii) input any personal, confidential, or sensitive information, including names, phone numbers, addresses, emails, or birth dates (other than as required for user registration); (ix) access, use or take any action with respect to Scribe or Content in any manner that could damage, disable, overburden or impair Scribe or interfere with or compromise its security; or (x) disrupt or interfere with any other person's use of Scribe.

Modification, Suspension, or Discontinuation of Scribe

The Company reserve the right to temporarily or permanently modify, suspend, or discontinue the Customer's access to Scribe or terminate the License Agreement at any time, in our sole discretion, without prior notice to the Customer if we have reason to believe that the Customer, the Customer's use or the Customer's account are: (i) violating or in breach of the License Agreement or applicable Laws; or (ii) being used for an unauthorized purpose, to threaten others or engage in illegal activity, and in any such event we will not be liable for any change to or any suspension or discontinuation of Scribe to the Customer or terminate the License Agreement to the maximum extent permissible under applicable Laws.

Audit

During the Term and for a period of three (3) years after its expiration or termination, the Customer will be obligated to take reasonable steps to maintain records of the Customer's internal and external use of Scribe sufficient to verify compliance with the License Agreement. At any time and from time to time during the Term and the twelve (12) months immediately following the expiration or other termination of the Term that the Company has a reasonable belief that the Customer's access and use of Scribe is in violation of the License Agreement or applicable Laws, the Customer will allow us and our internal and external auditors the right to access and examine such records and any applicable books, systems and accounts, to the extent it pertains to this agreement, upon 10 days advance notice, during the Customer's normal business

hours. If the audit determines that the Customer's use of Scribe exceeds the usage authorized by the License Agreement, the Customer shall pay to us all amounts due for such excess use. If the audit determines that such excess use equals or exceeds five percent (5%) of the Customer's authorized level of use, the Customer shall also pay to us all reasonable out of pocket costs incurred by us in conducting the audit. The Customer shall make all payments required under this section within thirty (30) days of the date of written notification of the audit results.

Confidentiality

Both Parties would agree to maintaining the confidentiality of the License Agreement, and any information, data or materials exchanged through the course of the License Agreement.

Non-exclusivity

The License Agreement would not be entered on an exclusive basis, and both Parties could engage with any third party to provide and perform, the same and/or similar, products, services and/or use case(s). Due to the nature of Scribe and artificial intelligence generally, output may not be unique and other customers may receive similar output from Scribe.

Termination

The License Agreement can be terminated only at the end of the Term by giving the Company a written notice four (4) weeks prior to the end of the Term. Otherwise, the License Agreement is deemed as auto renewed, except that the Company reserves the right to review its fees annually and shall notify the Customer with any change in fees eight (8) weeks prior to the next Term.

All sections of the License Agreement that by their nature would reasonably be deemed to survive termination or other termination of the License Agreement would survive expiration or other termination of the License Agreement. For avoidance of doubt, the following sections would survive and be binding on the Parties even after expiration or other termination of the License Agreement: (i) Data, (ii) Intellectual Property of the Company, (iii) Intellectual Property of the Customer; (iv) Audit, (v) Confidentiality, (vi) Limitation of Liability, and (vii) Indemnification.

No Guarantees

The Company does not guarantee any specific results or outcomes on Scribe. Scribe relies upon new and rapidly evolving technology. The Customer's use of Scribe may result in Output that contains material inaccuracies and may not reflect correct, true, current, or complete information. The Customer should not rely, or encourage its Underlying Customers or others to rely, on any Output without independently evaluating and verifying its accuracy and appropriateness of use, including through human review of the Output. The Customer should not rely on Output as legal, investment, financial, tax, or other professional advice and always consult a qualified professional on such topics. Except as set forth in the License Agreement would make no representations or warranties with respect to Scribe or any Output.

Disclaimer of Representations and Warranties

The Customer's use of Scribe and Output shall be solely at the Customer's own risk. Scribe and the Output shall be provided "as is." Except to the extent expressly set forth in the License Agreement or are prohibited by Laws, we shall make no warranties (express, implied, statutory or otherwise) with respect to Scribe or Content, and shall disclaim all warranties, express or implied, statutory or otherwise including, but not limited to, warranties of merchantability, fitness for a particular purpose, satisfactory quality, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage. We shall not represent or warrant that Scribe or the Output will be uninterrupted, accurate, complete, timely, error free, or that any content will be secure or not lost or altered.

We are not an investment advisor, financial planner, broker-dealer or other investment professional, nor are we registered as an investment advisor, financial planner, broker-dealer or other investment professional, with any government or regulatory body. We do not provide any financial, investment, tax, accounting or legal advice. Scribe, the website and the Output do not mean, and are not intended to convey or suggest, that Scribe or the Output provide investment advice or that output constitutes investment advice or an offer or a solicitation of an offer to buy or sell an investment or securities. No Output should be construed as us acting to sponsor, advocate, recommend, endorse or promote any investment or the purchase, sale or other disposition of any investment or securities including, without limitation, whether any particular transaction is appropriate or suitable for any investment goal, objective or financial situation or circumstances of any investor, prospective investor or other person. A decision to invest in any regulated products, securities or investments may involve many different factors and should not be in reliance on Scribe or the Output. We shall not warrant that Scribe or the Content meet or complies with any legal or compliance needs, policies or requirements of the Customer or any governmental or regulatory agency or body to which the Customer, the Customer's businesses or its customers may be subject. The Customer shall have and shall at all times solely bear, maintain and retain all regulatory and compliance obligations and responsibilities involving or in any way related to the Customer's access or use of Scribe and its adequacy, useability, appropriateness, accuracy, completeness, suitability and sufficiency for research, use, disclosure or communication to or with the Customer's employees, Underlying Customers, other persons or the general public.

Force Majeure

Daizy shall not be liable to the Customer or to any other person for any error, mistake, inaccuracy, or failure or delay in making Scribe available for the Customer's use, or in any way involving or related to Scribe, if due to a cause beyond Daizy's control, including, but not limited to, acts of God, natural disasters, fires, explosions, power failures, floods, epidemics, pandemics, national or health emergencies, government or military action or omissions, Laws, government guidelines or regulations, terrorism, riots, civil disturbances, wars, rebellions or revolutions, sabotage, accidents, civil insurrections, blockades, embargoes, storms, labor disputes, earthquakes, elements

of nature, or difficulties, failures, breakdowns or delay or inaccuracies of communication systems, telecommunication or internet service providers, hardware or software failures, hacking, denial of service attacks, viruses introduced by third parties or similar events, or Daizy's inability to confirm the Customer's identify or the Customer's authority to act.

Limitation of Liability Notwithstanding anything in the License Agreement, in no event shall the Company or its affiliates, or their respective owners, investors, directors, officers, employees, agents, successors or assigns be liable under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability or otherwise for any: (i) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (ii) Increased costs, diminution in value or lost business, services, revenues, profits or savings; (iii) Loss of goodwill or reputation; (iv) Use, inability to use, loss, interruption, delay, partial or complete unavailability at any time and for extended periods of time, or recovery of any information or data, or breach of information, data, or system security; or (v) Cost of replacements of goods or services, in each case regardless of whether it was advised of the possibility of such losses or damages, or such losses or damages were otherwise foreseeable. Further, any Content that is used, whether internally or externally, must be signed off by an appropriately authorized individual internally by the Customer, and the Customer shall use it solely at its own risk including, but not limited to, all legal and compliance risks, except as expressed provided otherwise in the License Agreement. In no event shall the Company's aggregate liability exceed the total amount paid by the Customer under the License Agreement that gave rise to the Claim (defined below) during the preceding three (3) months prior to the initiation of the Claim.

Indemnification Subject to the section entitled "Limitations of Liability", we shall defend, indemnify, and hold harmless the Customer, the Customer's affiliates and their respective owners, investors, directors, officers, employees, agents, successors and assigns from and against all third party claims, actions, suits, or proceedings (collectively, "**Claims**") for or in respect of liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses (collectively, "**Losses**") arising from or relating to (i) our representation and warranty that we have all intellectual property and other rights necessary to grant the Customer the rights under the License Agreement to access and use Scribe; and (ii) our breach of the License Agreement.

The Customer shall defend, indemnify, and hold harmless the Company and its affiliates, and their respective owners, investors, directors, officers, employees, agents, successors and assigns from and against all Claims for Losses arising from or relating to (i) the Customer's access or use of Scribe, including Content generated in connection with Scribe, in accordance with the License Agreement; and (ii) the Customer's breach of the License Agreement.

Each Party shall promptly notify the other Party in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to this provision. The Party

seeking indemnification (the “**Indemnitee**”) shall cooperate with the other Party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Claim and shall employ defense counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Claim, the Indemnitee shall have the right, but no obligation, to defend against such Claim, including to settle such Claim after notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee’s failure to perform any obligations under this section will not relieve the Indemnitor of its obligations under this provision, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

AI-Related Risks and Disclaimers; Sharing and Disclosure of Output

The Customer shall acknowledge and agree that the Customer’s use of Scribe involves substantial risks including, without limitation, the AI risks and disclaimers set forth in Appendix A (“**AI Risks and Disclaimers**”) set forth below and a part hereof.

To help mitigate some of the possible risks of content generated by AI, below are applicable requirements and limitations to permitted sharing and disclosure of Output to others: (i) Always manually review each Output before sharing to ensure that it complies with the License Agreement. Do not share Output that violates the License Agreement; (ii) Always attribute the Output to Daizy and Scribe; (iii) If taking suggestions for Input from others, always exercise good judgment. Do not enter Input that might result in violations of the License Agreement; (iv) Output may contain negative, biased, inaccurate, incomplete, and/or non-timely responses. Never represent that the Output is definitively accurate, correct, true, current, or complete. Do not rely, or encourage others to rely, on any Output without independently evaluating and verifying its accuracy and appropriateness of use, including through human review of the Output; and (v) Never represent that the Output is or can potentially serve as: (a) an investment recommendation; (b) investment advice; (c) investment research; (d) a recommendation to buy, sell, or hold a security; or (e) an offer to sell or the solicitation of an offer to purchase any security, future, or other financial instrument or product.

Any Other Use Case

Use of Scribe for any other use case(s) which may or may not require development and/or involves publishing other than those covered in the Schedules(s) will require an amendment to the License Agreement, including, without limitation, any change/addition for licensed businesses, licensed team(s), Licensed Geography, user license, ticker(s), and/or Underlying Customer(s).

Notices	Any notice, report, approval, authorization agreement or consent required or permitted under the License Agreement shall be in writing and delivered by mail or e-mail. Notices shall be sent to the address the applicable Party has or may provide by written notice given in the same manner or, if there is no such address, the most recent address the Party giving notice can locate using reasonable efforts.
Waiver	No failure or delay in exercising any right under the License Agreement will operate as a waiver thereof, nor will any partial exercise of any right or power under the License Agreement preclude further exercise.
Publicity	Each Party shall have the right to use the other Party's name and/or logo in client listings or issue a press release announcing the relationship contemplated by the License Agreement, subject to the other Party's approval which shall not be unreasonably withheld or delayed.
Entire Agreement; Variations	The License Agreement and these Terms constitute the entire agreement between the Parties. The terms of the License Agreement and any other written agreement between the Parties that expressly reference and are at variance with these Terms shall supersede and control in case of any conflict with these Terms.
Governing Law	Scribe and the License Agreement, their subject matter, their formation, and their interpretation is governed by and shall be construed in accordance with the Laws of the State of New York without regard to its conflict of Laws provisions.
Dispute Resolution Forum	<p>A Party may bring an action, suit or proceeding in court to obtain a temporary restraining order, injunction, or other equitable relief available in response to any violation or threatened violation of the License Agreement. The Customer and us both shall irrevocably and unconditionally agree that the federal and state courts of the State of New York will have exclusive jurisdiction over such actions, suits or proceedings that may arise under, involve or relate to the License Agreement and personal jurisdiction over the Customer and us. The Customer and us each shall disclaim any objection to such courts having jurisdiction over the Customer and us on any basis including, but not limited to, that such jurisdiction is an inconvenient forum. The Customer and us shall further agree to consent to service of process in any manner permitted by such law and such courts.</p>
	<p>Except as expressly set forth above, the Parties shall expressly agree that they shall use utilize binding arbitration to resolve all claims and disputes that may arise under, involve or relate to the License Agreement, or the breach thereof. The binding arbitration shall be administered by the American Arbitration Association at its New York, New York offices in accordance with its commercial arbitration rules by a single arbitrator. The arbitrator's decision shall be final and binding and judgment on the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction thereof.</p>

Appendix A - AI Risks and Disclaimers

The following is in addition to the disclosures, disclaimers and limitations of liability set forth elsewhere in the License Agreement. Customers who use Scribe also acknowledge and accept the risks described below in these disclaimers.

I. RISKS OF ARTIFICIAL INTELLIGENCE IN FINANCIAL RESEARCH

A number of risks have been identified with the use of AI in financial research. These include, but are not limited to, the following.

A) Embedded Bias

Embedded bias has been defined as computer systems that systematically and unfairly discriminate against certain individuals or groups of individuals in favor of others.

AI can reduce bias because machine learning algorithms can eliminate irrational biases that stem from the subjective interpretation of data. However, AI results can also be biased or inaccurate (1) as the result of biased data that comes from existing or prevailing biased, prejudiced, incomplete or unrepresentative processes and data sets, or (2) due to human biases utilized during the design and construction of the AI model.

B) Cybersecurity

Financial research generated by AI can increase the scope for cyber threats and involve new unique cyber threats. In addition to traditional cyber threats from human or software failures, AI-generated financial research have unique threats arising from the potential to manipulate data during the input as well as the output stages of the research, evade available detection methods and systems and result in misleading, inaccurate or incorrect research results.

Unique cyber threats include (a) data poisoning attacks that intend to manipulate the AI model during the training stage by adding special samples to the training data set, (b) input attacks that allow attackers to change or alter data inputs and mislead the AI model during operations, and (c) model extraction or inversion attacks that allow attackers to extract or eliminate training data or the AI model itself.

C) Robustness

Financial research generated by AI may perform well and provide reliable research in stable financial markets and economic conditions. However, performance may deteriorate and research results may be materially misleading, inaccurate or incorrect during or as a result of periods of structural shifts or rapid fluctuations in financial markets and economic conditions. For example, AI-generated risk assessments were negatively affected during the COVID-19 pandemic, a circumstance for which data sets were not trained. The agility of an AI model and its ability to respond to different or unforeseen types of circumstances and events will impact the effectiveness of the financial research that it generates.

D) Data Privacy

The Company utilizes products that include a conversational AI user interphase. The benefits of such human-computer interaction and personalized conversations also raise unique risks of disclosure of sensitive data including, without limitation, personally identifiable information (PII) (e.g. social security number). While AI models are developing tools, settings, configurations and other protections to help address, strengthen and enhance safeguarding of sensitive data, we will opt out of all data sharing with the large language models we use such that no Content is retained to train them after the Output has been generated.

II.OBLIGATIONS AND RISKS OF THE AI MODEL THAT SCRIBE USES

The Company uses AI models for which additional terms of use including, without limitation, disclaimers and limitation of liability shall apply to Scribe as well as to the providers and form part of the Agreement as if set out here in full. These disclaimers are necessary for the Customer to better understand obligations and risks that the Customer assumes when the Customer uses Scribe.