

Last Updated: March 15, 2025

Platform Agreement

1. IMPORTANT TERMS.

1.1. This Platform Agreement (the “Agreement”) is between Interwave and You and govern Your use of the Service. If You are using the Service on behalf of another entity (such as your employer), You must have the authority to accept these Terms on their behalf.

1.2. By using the Service, the parties are agreeing to this Agreement, our Acceptable Use Policy, our Support and Service Level Terms, our Service Terms, our Security Addendum, and our Data Processing Addendum which are collectively referred to as our “Terms” and which are enforceable like any written contract. In the event of any conflict between this Agreement and the remainder of the Terms, this Agreement controls except regarding the DPA which will govern with respect to its subject matter.

1.3. Interwave may update the Terms by posting updated Terms on our website. All updates become effective when posted.

1.3.1. Other than for updates that, at Interwave’s discretion, are deemed non-material, updates made relating to new functionality and Preview Features, or updates to the extent required by applicable law, Interwave will provide notice of any update at least 15 days in advance of the update being posted. Such updates are not retroactive, but Your continued use of the Service after any such updates means You agree to such updates.

1.3.2. Notwithstanding Sections 1.2 and 1.3.1 above, in no event may Interwave alter the Terms in a way that detracts from its obligations with respect to Confidential Information, Customer Data, or Customer Content as agreed to in this Agreement without express written authorization from You.

1.3.3. If Interwave updates the Terms pursuant to this Section 1.3 in a manner that You reasonably consider negatively impacts You, You have 15 days after notification or posting of such update to bring such matter to our attention. If we are unable to resolve Your issue (including by reverting You to our prior language for the balance of Your operative order form) within 15 days of You bringing such issue to our attention, You may terminate this Agreement and any operative Order Form upon 3 business days’ notice (and Interwave will refund to You any prepaid unused Fees for the applicable Service).

1.4. The Service is a research tool, and its Output is not legal advice. The Output of AthenaAIService is AI-generated, and it may contain errors and misstatements or may be incomplete.

2. DEFINITIONS.

The definitions in Section 12 (Defined Terms) apply to these Terms. All terms in quotation marks in the body of this Agreement are also defined terms.

3. USAGE.

3.1. You may access, and we grant You the non-exclusive right to use, the Service pursuant to the Documentation. Access credentials are specific to the user to whom they are issued and may not be

shared, including within the same organization. You will take reasonable steps to prevent unauthorized use of the Service.

3.2. You may not (i) use the Service in a way that infringes, misappropriates, or violates any person's rights; (ii) access or use the Service from any Embargoed Countries; (iii) attempt to reverse engineer or attempt to discover the source code or engineering of the underlying model and systems of the Service or Interwave's subcontractors; (iv) attempt automated means to scrape content or Output from the Service; or (v) provide to Interwave any personally identifiable genetic, biometric or health data, or payment card industry data (such as credit card numbers).

3.3. To the extent that You provide us with any Feedback, we may freely use and incorporate any Feedback into our products and services. Interwave may not utilize Feedback in a way that identifies, or could be used to identify You or Your users, Customer Data, Content, or Your Confidential Information.

3.4. Any third party software, services, or other products You use in connection with the Service (*for example*, Your internet browser) are subject to their own terms, and we are not responsible for such third party products.

4. CONTENT.

4.1. You may provide Input to the Service and receive Output from the Service. As between the parties, You own Your Content.

4.2. You may provide Input that is similar or identical to a third party's user's Input or may receive Output that is similar or identical to Output provided to other third party users. Queries that are requested by other third party users and responses provided to other third party users are not Your Content.

5. CUSTOMER DATA.

5.1. To utilize certain features, You may be required to upload documents ("Customer Data") into the Service for the purpose of enabling certain features.

5.2. As between the parties, You retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. You grant to Interwave and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data and Your Input to the extent necessary to provide the Service to You, to prevent or address service or technical problems with the Service, or as may be required by applicable law.

6. FEES AND PAYMENTS.

6.1. Payment terms and fees payable by You ("Fees") are as set forth in Your order form(s). We have the right to correct invoicing errors or mistakes within 45 days of the relevant invoice being received by You.

6.2. Unless otherwise stated, Fees do not include federal, state, local, and foreign taxes, duties, and other similar assessments ("Taxes"). You are responsible for all Taxes associated with Your purchase and we may invoice You for such Taxes. You agree to timely pay such Taxes and provide us with documentation showing the payment, or additional evidence that we may reasonably require. If Interwave has the legal obligation to pay or collect Taxes for which You are responsible, we will invoice You and You will pay that amount unless You provide us with a valid tax exemption certificate authorized

by the appropriate taxing authority. Taxes will not be deducted from payments to Interwave, except as required by applicable law, in which case You will increase the amount payable as necessary so that, after making all required deductions and withholdings, Interwave receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Where applicable, You will provide Your VAT/GST Registration Number(s) or similar. We use the name and address in Your account registration as the place of supply for tax purposes, so You must keep this information accurate and up-to-date.

6.3. If You want to dispute any Fees or Taxes, please contact support@AthenaAIService.com thirty (30) days of the date of the disputed invoice. Undisputed amounts past due may be subject to a finance charge of the unpaid balance per month, accruing daily and compounding monthly at the rate of the prevailing Federal Funds Rate (subject to a minimum of zero) plus 1.5% per annum. If any undisputed amount of Your Fees are past due, we may suspend Your access to the Services after we provide You written notice of late payment. In the event of a billing dispute, any undisputed amounts must be paid in full.

7. TERM AND TERMINATION.

7.1. These Terms take effect as of the Effective Date and remain in effect until terminated. Either party may terminate these Terms by providing notice to the other party. Notwithstanding the above, termination (either by Interwave or You) does not become effective until the expiration or termination of all operative order forms or as otherwise indicated in your order form or this Agreement. In the case of termination, You remain obligated to pay for any used but unpaid Fees charged to Your account.

7.2. Within 30 days of termination, Interwave will securely delete any remaining Customer Data or Content unless otherwise instructed by You.

7.3. The sections of these terms that customarily would survive such an agreement will survive (*for example*, provisions around confidentiality, obligation to pay unpaid fees, etc.)

8. INDEMNIFICATION.

8.1. Indemnification by Interwave. Interwave will defend You against any claim by a third party alleging that the Service, when used in accordance with these Terms and the Documentation, infringes any intellectual property right of such third party and will indemnify You for any damages, costs, and, if applicable, attorneys' fees finally awarded against You or agreed in settlement by us resulting from such claim. If Your use of the Service results (or in Interwave's opinion is likely to result) in an infringement claim, Interwave may either: (a) substitute functionally similar products or services; (b) procure for You the right to continue using the Service; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable order form, and refund to You any prepaid unused Fees for the applicable Service. Interwave will not have an obligation to indemnify and defend to the extent the applicable claim is attributable to any materials not provided by Interwave either alone or in combination with the Service. Notwithstanding the above, Interwave does not have any obligation to defend or indemnify with respect to Output that results from Input or Customer Data that is in violation of our Terms or results from Input or Customer Data that You knew or reasonably should have known was likely to lead to infringing Output.

8.2. Indemnification by You. You will defend Interwave against any claim by a third party arising from or relating to: (i) Your Input or (ii) Your Customer Data. You will indemnify Interwave for any damages, costs, and, if applicable, attorneys' fees finally awarded against Interwave or agreed in settlement by You resulting from such claim.

8.3. Indemnification Procedures. In the event of a potential indemnity obligation under this section, each party (the "Indemnified Party") will: (i) promptly notify the other party (the "Indemnifying Party") in writing of the claim; (ii) allow the Indemnifying Party the right to control the investigation, defense and settlement (if applicable) of such claim at the Indemnifying Party's cost and expense; and (iii) upon request of the Indemnifying Party, provide all necessary cooperation at the Indemnifying Party's expense. Failure by the Indemnified Party to notify the Indemnifying Party of a claim under this section will not relieve the Indemnifying Party of its obligations under this section. However, the Indemnifying Party will not be liable for any litigation expenses that the Indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the Indemnifying Party. The Indemnifying Party may not settle any claim that would bind the Indemnified Party to any obligation (other than payment covered by the Indemnifying Party or ceasing to use infringing materials) or require any admission of fault by the Indemnified Party, without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section 8 will not apply if the Indemnified Party settles or makes any admission with respect to a claim without the Indemnifying Party's prior written consent.

9. WARRANTY AND DISCLAIMER

9.1. You warrant that You have the necessary rights in Your Customer Data and Input to use it with the Service and that Your use of the Service will comply with all applicable laws and regulations.

9.2. Interwave warrants that (i) the Services will conform in all material respects with the specifications provided by Interwave, including in our Documentation, (ii) it will perform the Services in a professional and workmanlike manner with employees having a level of skill commensurate with the requirements of this Agreement, and (iii) the Services do not to our knowledge infringe any third party intellectual property right.

9.3. Except for the warranties in this section, the parties disclaim all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title. Interwave does not represent or warrant that the use of the Service will be uninterrupted or error-free.

10. LIMITATIONS ON LIABILITY

10.1. In no event will either party be liable to the other party or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages, including loss of income, profits, revenue, or business interruption, or the cost of substitute services or other economic loss, arising out of or in connection with these Terms, whether such liability arises from any claim based on contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not such party has been advised of the possibility of such loss or damage.

10.2. Other than with respect to (i) either party's payment obligations under these Terms, (ii) the parties' obligations under Section 8 (Indemnification), (iii) the claims indicated in Section 10.3 below, and (iv)

claims based on liability which, by law, cannot be limited (*for example*, tort claims for gross negligence and intentional misconduct), in no event will either party's total liability to the other party or any third party for all claims in the aggregate (for damages or liability of any type) in connection with these Terms exceed the amount actually paid or payable to Interwave by You in the prior 12 months relating to Your use of the Service (the "Liability Cap").

10.3. For claims relating to data breaches of Your Customer Data caused by Interwave's breach of its obligations under our Security Addendum or the DPA, as well as either party's breach of its obligations relating to confidentiality, total liability to the other party or any third party for all claims in the aggregate (for damages or liability of any type) in connection with these Terms will not exceed two times the amount actually paid or payable to Interwave by You in the prior 12 months relating to Your use of the Service (the "Data Breach Cap").

11. GENERAL TERMS.

11.1. Assignment. Neither party may assign these Terms without the advance written consent of the other party, except that Interwave may (i) assign these Terms in their entirety to any Affiliate and (ii) assign these Terms in connection with a consolidation, merger or sale of all or substantially all of our assets.

11.2. Subcontracting. Interwave may use subcontractors and other third-party providers in connection with the performance of its activities under these Terms as it deems appropriate, provided that it remains responsible for the performance of any such subcontractors or third-party providers.

11.3. Severability and Interpretation. If a court of competent jurisdiction holds any provision of these Terms to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms will otherwise remain in effect.

11.4. Open Source Software. We warrant that we will not use any software in the Service that would cause Your software to become subject to an open source license that would require, as a condition of use, Your software to be disclosed or distributed in source code form or would give others the right to modify Your software.

11.5. Confidentiality. Each party (as the "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of these Terms; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with these Terms and who are bound by confidentiality obligations to the Receiving Party containing protections not materially less protective than this section. If the Receiving Party is required by law or court order to disclose Confidential Information, then the Receiving Party will, to the extent legally permitted, provide the Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing

Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11.6. Usage Data. Interwave may collect and use Usage Data to develop, improve, support, and operate its Service. Interwave may not share Usage Data that includes Your Confidential Information with a third party (*for example*, auditors) except (a) in accordance with Section 11.5 (Confidentiality) of this Agreement, or (b) to the extent the Usage Data is aggregated and anonymized such that You cannot be identified.

11.7. No Training. Interwave will not train any AI models using Your Content or Customer Data. Subprocessors will not train any AI models using Your Content or Customer Data. Subprocessors will not retain or log for human review Your Content or Customer Data.

11.8. Privacy Policy. Your users will be subject to our Privacy Policy to the extent not in conflict with the Terms in using the Service.

11.9. Data Processing Addendum. Interwave will at all times abide by the Terms as well as the Data Processing Addendum with respect to the handling and processing of Your Customer Data and Content. To the extent of any conflict between the Terms and the Data Processing Addendum, as to the subject matter covered by the Data Processing Addendum, the Data Processing Addendum controls.

11.10. Use of Name. You grant us the right to reference You as a customer of the Service and to use Your logo for that purpose. You may terminate such right at any time by providing us with notice.

11.11. Governing Law. These Terms will be governed by the laws of the State of Wyoming and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

11.12. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or its breach, including the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in San Francisco. For matters with a disputed amount in controversy of more than \$250,000, the matter will be heard before a panel of three arbitrators subject to JAMS' Comprehensive Arbitration Rules and Procedures, and for other matters before a single arbitrator subject to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11.13. Notice. All notices must be in writing (in English) and addressed to the parties via email: (i) for Interwave, notice must be sent to support@AthenaAIService.com; and (ii) for You, to the email address associated with Your user account. Notices will be deemed given upon receipt. Either Party may change its email address for notices under these Terms by providing the other Party written notice in accordance with this section.

11.14. No Waiver. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in a writing signed by the waiving party.

11.15. Entire Agreement. These Terms are the complete and exclusive statement of the mutual understanding of the parties in connection with Your use of the Service and supersede and cancel all previous written and oral agreements, understandings, and communications relating to the subject

matter in these Terms. Each party represents that, in connection with the Service, it has not relied on any term or representation not contained in these Terms.

11.16. Export Control. The parties agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. The Services may not be used in or for the benefit of, exported, or re-exported (a) into any U.S. embargoed countries or that has been designated by the U.S. government as a “terrorist supporting” country (collectively, the “Embargoed Countries”) or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals, any other restricted party lists (existing now or in the future) identified by the Office of Foreign Asset Control, or the U.S. Department of Commerce Denied Persons List or Entity List, or any other restricted party lists. You represent and warrant that You are not located in any Embargoed Countries and not on any such restricted party lists.

11.17. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for failure to pay applicable Fees and expenses) if the delay or failure results from any cause beyond such party’s reasonable control that could not have been prevented through the use of commercially reasonable safeguards, including acts of God, labor disputes, or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

12. DEFINED TERMS.

12.1. “Acceptable Use Policy” means Interwave’s policy governing the use of its Service as located at [AthenaAIService.com](https://athenaai.com/service/acceptable-use-policy)

12.2. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity where “control,” for the purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity.

12.3. “Agreement” has the meaning set forth on the cover page.

12.4. “Basic Service” is the basic functionality of the Service used for general legal research purposes in which users provide Input and receive Output, and which does not include features such as Data Room/Vault, Customer-trained models, workflows, and certain research modules (such functionality is covered by an order form that expressly reference such functionality).

12.5. “Confidential Information” means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Content specific to You and Your Customer Data are Your Confidential Information.

12.6. “Content” means Input and Output collectively.

12.7. “Interwave” means Interwave Corporation, a Delaware corporation as well as all of its Affiliates.

12.8. “Customer Data” has the meaning set forth in Section 5.1

12.9. “Data Breach Cap” has the meaning set forth in Section 10.3

- 12.10. "Data Processing Addendum" or "DPA" means the Data Processing Addendum governing Interwave's processing of Customer Data as located at [AthenaAIService.com](https://athenaaiservice.com).
- 12.11. "Disclosing Party" has the meaning set forth in Section 11.5.
- 12.12. "Documentation" means the technical and other documents regarding usage of the Service as may be made available to You. Interwave may update the Documentation from time-to-time.
- 12.13. "Effective Date" means the date which is the earlier of (1) when You first use the Service or (2) the effective date of the first Order Form referencing this Agreement.
- 12.14. "Embargoed Countries" has the meaning set forth in Section 11.17.
- 12.15. "Feedback" means any suggestions, enhancement requests, recommendations, corrections, or other feedback provided to Interwave by You relating to our offerings. Feedback excludes Customer Data and Content.
- 12.16. "Fees" has the meaning set forth in Section 6.1.
- 12.17. "Indemnified Party" has the meaning set forth in Section 8.3.
- 12.18. "Indemnifying Party" has the meaning set forth in Section 8.3.
- 12.19. "Input" means the query provided by a user to the Service.
- 12.20. "Liability Cap" has the meaning set forth in Section 10.2
- 12.21. "Output" means the output provided by the Service to a user in response to such user's Input.
- 12.22. "Privacy Policy" means Interwave's policy governing the privacy provisions related to its Service as located at [AthenaAIService.com](https://athenaaiservice.com).
- 12.23. "Receiving Party" has the meaning set forth in Section 11.5.
- 12.24. "Security Addendum" means Interwave's addendum governing the security provisions related to its Service as located at [AthenaAIService.com](https://athenaaiservice.com).
- 12.25. "Service" means the software-as-a-service offering made available by Interwave at [AthenaAIService.com](https://athenaaiservice.com).
- 12.26. "Service Terms" means the additional terms that govern the use of Preview Features as well as other optional offerings and features of the Service as located at [AthenaAIService.com](https://athenaaiservice.com).
- 12.27. "Subprocessor" means any subcontractor or vendor of Interwave that has access to or otherwise processes Customer Data or Content. Subprocessor is inclusive of any Subprocessor identified in the Data Processing Addendum.
- 12.28. "Support and Service Level Terms" means Interwave's terms governing support and Service Level arrangements as located at [AthenaAIService.com](https://athenaaiservice.com).
- 12.29. "Taxes" has the meaning set forth in Section 6.2.
- 12.30. "Terms" has the meaning set forth in Section 1.1.

12.31. "Usage Data" means information reflecting the access, interaction, or use of the Service by or on behalf of Customer including frequency, duration, volume, features, functions, visit, session, click through or click stream data, and statistical or other analysis, information, or data based on, or derivative works of, the forgoing. Usage Data does not include any Customer Data or Content.

12.32. "You" or "Your" means (1) the organization contracting for the use of the Service and (2) the respective authorized users from Your organization as appropriate.