

Explore.PyramidAnalytics Sandbox Terms of Use

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

These Explore.PyramidAnalytics Sandbox Terms of Use are a legal agreement (“Agreement”) between Pyramid Analytics BV (“Pyramid”) and the individual/entity accessing and/or using the Explore.PyramidAnalytics Sandbox (“You” or “Your”) and governs Your use of the Explore.PyramidAnalytics Sandbox (“Sandbox”).

By accessing and/or using the Sandbox, You agree to be bound by the terms of this Agreement. If You do not agree, then You are not permitted to access or use the Sandbox. You will have the rights set forth below for so long as You comply with the terms of this Agreement. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity to these terms and conditions, in which case “You” or “Your” shall refer to such entity and its Affiliates.

1. PURPOSE

Pyramid makes the Sandbox available for the purpose of allowing You the opportunity to experience and experiment with the capabilities of Pyramid Analytics Decision Intelligence platform, and to showcase Your results to other users in the Sandbox.

2. REGISTRATION

Pyramid collects Your name and e-mail address as part of the registration process for using the Sandbox. Pyramid only uses this information for purposes of administering this Agreement and providing You with access to the Sandbox. Your use of the Sandbox will be anonymous unless You choose to share Your identity with other users of the Sandbox. You agree that Pyramid will have no liability to You for any reason should You choose to share Your identity with others in the Sandbox.

3. DESCRIPTION AND USE OF THE SANDBOX

3.1 Description. The Sandbox is a closed environment that is hosted on Pyramid’s servers and contains fixed datasets that Pyramid may update from time-to-time.

3.2 Using the Sandbox. You may use the datasets and tools that are contained in the Sandbox. Because the Sandbox is a closed environment, You will not be able to upload or otherwise import any data or other content to the Sandbox. Projects can only be created and used in the Sandbox and cannot be exported. You can save your projects to a private or public folder. Projects saved to a private folder will only be accessible to You and Pyramid. Projects saved to a public folder will be accessible by all users of the Sandbox and Pyramid. Projects may be deleted after 180 days. Pyramid also reserves the right to delete projects under certain circumstances such as for server upgrades, to correct server malfunctions, or if you breach the restrictions in Section 3.3.

3.3 Restrictions. You agree not to use the Sandbox:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any Pyramid service, device, data, account or network;
- in a way that could harm Pyramid; or
- in a way that could harm the Sandbox or impair anyone else's use of it.

3.4 Ownership. Pyramid does not claim ownership to any content You create in the Sandbox. However, if You save content to a public folder, you grant to Pyramid and all users of the Sandbox a worldwide, royalty-free and non-exclusive, perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such dashboard (in whole or in part) and to incorporate such content into other works in any format or medium now known or later developed. No rights other than those expressly set forth herein shall pass to You. All rights, title and interest in or to the Sandbox and its contents and the intellectual property rights therein remain the exclusive property of Pyramid and/or its licensors. You will not knowingly do anything to impair Pyramid's proprietary rights in the Sandbox or seek to acquire or register any rights in Pyramid's proprietary marks, copyrights or information.

3.5 Monitoring and Feedback. You acknowledge and agree that Pyramid may monitor Your use of the Sandbox for purposes of ensuring Your compliance with the terms of this Agreement and for making product improvements. During the course of this Agreement, You may in Your sole discretion provide comments, feedback, potential errors and improvements, reports, or ideas about the Sandbox or Pyramid's technology ("Feedback") to Pyramid. In the event You do so, You hereby assign to Pyramid all right, title, and interest

in and to the Feedback, if any. All Feedback is provided “as-is” without any warranties of any kind, express or implied.

4. NO WARRANTY.

YOU ACKNOWLEDGE AND AGREE THAT THE SANDBOX IS PROVIDED “AS IS” AND PYRAMID, ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE SANDBOX, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT DOES PYRAMID WARRANT THAT THE SANDBOX IS ERROR FREE OR WILL OPERATE WITHOUT PROBLEMS OR INTERRUPTIONS.

5. TERMINATION.

Pyramid may, at its option, terminate this Agreement and Your access to the Sandbox immediately if You: (i) fails to comply with any terms and conditions of this Agreement or (ii) use the Sandbox other than as authorized herein. Pyramid may choose to discontinue the Sandbox at any time and for any reason.

6. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PYRAMID OR ITS SUPPLIERS OR LICENSORS BE LIABLE UNDER ANY CONTRACT, TORT, STATUTORY OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING NEGLIGENCE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, SYSTEM DOWNTIME, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING FROM THE USE OF, OR INABILITY TO USE, THE SANDBOX. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF PYRAMID OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL PYRAMID OR ITS LICENSORS’ TOTAL LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED \$100. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. GENERAL.

The parties are independent contractors, and nothing in this Agreement is intended to or shall create any agency, partnership or joint venture relationship between them. You may not assign, transfer, or sublicense any obligation or benefit under this Agreement without Pyramid’s prior written consent and any attempt to do so shall be void. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be

construed as a waiver of such rights. This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. No changes or modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of England as if performed wholly within England and without giving effect to the principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the courts located in England. The Parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.