



GLR TECHNOLOGIES LLC  
BUSINESS TERMS OF SERVICE  
Last Updated: March 3, 2025

PLEASE READ CAREFULLY. THESE BUSINESS TERMS ("Terms") GOVERN YOUR ACCESS TO AND USE OF GLR TECHNOLOGIES LLC'S PROPRIETARY DATA FEEDS, SOFTWARE TOOLS, AND RELATED SERVICES (collectively, the "Services"). By executing an order form that references these Terms or by accessing the Services, you ("Customer") accept these Terms and agree to be bound.

1. **Product**

- 1.1. **Order Forms.** Each mutually-executed order form ("Order Form") describes the specific data-feed products, API endpoints, usage caps, support tiers, and service-level commitments GLR will make available to Customer. An Order Form is deemed incorporated into these Terms.
- 1.2. **Service Scope.** The Services consist of proprietary financial-market data feeds and associated software tools, as further detailed in the applicable Order Form.
- 1.3. **Modifications.** GLR may enhance the functionality of any feature without prior notice, as long as the original functionality is preserved. Furthermore, GLR may deprecate non-material features on at least 45 days' prior notice; material reductions in functionality require Customer's written consent.

2. **Account Security & API Keys**

- 2.1. **Credentials.** GLR will issue unique API keys or tokens ("Credentials"). Customer shall keep their Credentials confidential and may not share, sublicense, or embed them in public repositories or client-side code.
- 2.2. **Compromise.** Customer must promptly notify GLR upon any suspected loss, theft, or compromise of Credentials. GLR may suspend access to protect the integrity of the Services.

3. **License Grant & Acceptable Use**

- 3.1. **Definitions.** "Derived Work" means any work created by or for Customer that (i) is generated through lawful use of the Services and (ii) does not expose, in whole or in part, any raw data, data fields, or time-series values obtained from the Services, but instead presents the data only in aggregated, transformed,



graphically rendered, or otherwise non-reversible form (e.g., charts, dashboards, statistical summaries, index values, or model outputs).

- 3.2. **License.** GLR grants Customer a non-exclusive, non-transferable, non-sublicensable license during the Term to access and internally use the Services solely for Customer's own business purposes, subject to the restrictions below. Customer may not:
- (a) store the data except transiently in RAM for display or calculation;
  - (b) redistribute, sell, sublicense, or otherwise make the raw data available to any third party, **except** that Customer may disclose or deliver Derived Works to its existing or prospective clients, investors, or counterparties in connection with Customer's own products or services;
  - (c) use the Services to train or fine-tune AI/ML models;
  - (d) remove or obscure proprietary notices.
- 3.3. **Compliance.** Customer shall use the Services in accordance with all applicable securities laws, exchange rules, sanctions, and export-control regulations. GLR is not a broker-dealer, investment adviser, or fiduciary.
- 3.4. **Reservation of Rights.** Except for the limited license above, GLR retains all right, title, and interest in the Services.

#### 4. **Term, Renewal & Termination**

- 4.1. **Initial Term.** Each Order Form begins on its effective date and continues for twelve (12) months ("Initial Term").
- 4.2. **Renewal.** The Order Form renews automatically for successive 12-month periods (each a "Renewal Term") unless either party gives at least 45 days' prior written notice of non-renewal.
- 4.3. **Termination for Cause.** Either party may terminate immediately if the other materially breaches these Terms and fails to cure within 45 days after written notice.
- 4.4. **Effect of Termination.** Upon termination or expiration, Customer shall cease all use, destroy all cached extracts, and certify destruction in writing within 30 days. Accrued payment obligations survive.

#### 5. **Fees & Payments**

- 5.1. **Fees.** Fees for the Services are set forth in the applicable Order Form.



- 5.2. **Annual Adjustment.** GLR may increase recurring fees once per calendar year by the percentage change in the U.S. CPI-U over the prior 12 months, plus two (2) percentage points without further approval. Any increase above that cap requires 45 days' written notice.
- 5.3. **Payment Terms.** Fees are due upon execution of the Order Form unless otherwise specified therein. Overdue amounts accrue interest at the lesser of 1.5 % per month or the maximum lawful rate.
- 5.4. **Taxes.** Customer is responsible for all sales, use, VAT, or similar taxes (excluding taxes on GLR's net income).

## 6. **Protection of Confidential Information**

- 6.1. **Definition.** "Confidential Information" means any non-public technical, business, or financial information disclosed by one party ("Discloser") to the other ("Recipient") marked or identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including these Terms, pricing, roadmaps, and non-public data schemas.
- 6.2. **Obligations.** Recipient shall (a) use Confidential Information only to perform under these Terms, (b) protect it with at least reasonable care, and (c) not disclose it to any third party except employees, affiliates, or contractors who have a need to know and are bound by equivalent confidentiality obligations.
- 6.3. **Exclusions.** Confidential Information does not include information that is (i) publicly available without breach, (ii) independently developed without reference to Discloser's information, or (iii) lawfully obtained from a third party without restriction.
- 6.4. **Compelled Disclosure.** Recipient may disclose Confidential Information when compelled by law, provided it gives Discloser prompt notice (where legally permitted) and reasonable cooperation.

## 7. **Return or Destruction of Confidential Information**

Upon the earlier of Discloser's request or termination of these Terms, Recipient shall promptly return or destroy all Confidential Information and certify destruction in writing, except that Recipient may retain copies in secure backups or as required by law, subject to Section 6.



8. **Usage Certification**

Upon GLR's written request, not more than once per calendar year, Customer shall complete a reasonable usage certification questionnaire provided by GLR to confirm Customer's compliance with the terms of the Agreement. GLR may review the completed questionnaire and may request reasonable clarifications or supporting information. If GLR reasonably believes non-compliance has occurred, the parties shall cooperate in good faith to resolve the issue, and Customer shall pay any underpaid fees if applicable.

9. **Marketing Attribution**

Each party may display the other's name and logo on its website or marketing materials to identify the relationship, subject to brand-guideline compliance. Either party may withdraw this permission with **45 days'** written notice.

10. **Information Disclaimer**

GLR believes the data are obtained from reliable sources and generated with commercially reasonable care, but *does not warrant completeness, timeliness, accuracy, or fitness for any purpose*. Past performance is not indicative of future results.

11. **Warranty Disclaimers & Limitation of Liability**

11.1. **AS IS.** The Services are provided "**as is**" and "**as available**," with no express or implied warranties, including merchantability, fitness for a particular purpose, or non-infringement.

11.2. **Limitation.** Except for willful misconduct or indemnification obligations, neither party will be liable for indirect, special, incidental, or consequential damages. GLR's aggregate liability is limited to the fees paid by Customer in the twelve (12) months preceding the claim.

12. **Indemnification**

Customer will defend, indemnify, and hold harmless GLR and its affiliates from any third-party claim arising out of Customer's misuse, redistribution, or unlawful use of the Services.

13. **Third-Party Links**

GLR's website or portal may contain links to third-party sites for convenience; GLR is not responsible for their content.

14. **Export Compliance**

Customer shall not access or use the Services in violation of U.S. export or sanctions



laws. GLR makes no representation that the Services are lawful or available outside the United States.

15. **Force Majeure**

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, natural disasters, cyberattacks, labor disputes, government actions, wars, terrorism, supply-chain disruptions, failures of third-party hosting or communications providers, or power outages. Each party shall use reasonable efforts to resume performance as soon as practicable.

16. **General**

16.1. **Severability.** If any provision is unlawful or unenforceable, the remainder remains in effect.

16.2. **Governing Law.** These Terms are governed by the laws of Delaware, without regard to conflicts rules.

16.3. **Assignment.** Neither party may assign these Terms without the other's written consent, except to a successor in merger or sale of substantially all assets; provided the assignee assumes all obligations hereunder.

16.4. **Entire Agreement.** These Terms and any Order Form constitute the entire agreement and may be amended only by a written instrument signed by both parties.

16.5. **Notices.** Legal notices must be in writing and deemed given when delivered by nationally recognized overnight courier or confirmed email to the addresses in the Order Form.