Terms of Service

ICEPANEL TECHNOLOGIES INC. ("**ICEPANEL**") OWNS AND OPERATES THE SERVICES DESCRIBED AT WWW.ICEPANEL.IO (THE "**WEBSITE**") AND MADE AVAILABLE THROUGH OUR PROPRIETARY PLATFORM (COLLECTIVELY WITH THE WEBSITE, THE "**SERVICES**"). THESE TERMS OF SERVICE APPLY TO ALL USERS WHO SIGN UP FOR OR OTHERWISE SUBSCRIBE TO OR USE THE SERVICES (INCLUDING ALL OF THE CONTENT ON OR AVAILABLE THROUGH THE SERVICES), INCLUDING USERS WHO SIMPLY VIEW THE CONTENT ON OR AVAILABLE THROUGH THE SERVICES (COLLECTIVELY, "YOU", "YOUR" AND SIMILAR).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY USING THE SERVICES YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN DO NOT USE THE WEBSITE OR THE SERVICES OR ACCESS ANY OF THE CONTENT MADE AVAILABLE THROUGH EITHER THE SERVICES OR WEBSITE. THESE TERMS OF SERVICE MAY BE AMENDED OR UPDATED BY ICEPANEL FROM TIME TO TIME WITH 30 DAYS' NOTICE POSTED ON ICEPANEL'S TRUST CENTER (trust.icepanel.io/updates). IF AN AMENDMENT MATERIALLY AND ADVERSELY AFFECTS YOU: (A) WHERE YOU HAVE SIGNED AN ORDER, THE AMENDMENT WILL NOT APPLY TO YOU UNTIL THE START OF YOUR NEXT RENEWAL TERM; AND (B) IN ALL OTHER CASES, YOU MAY TERMINATE YOUR SUBSCRIPTION BY WRITTEN NOTICE TO ICEPANEL BEFORE THE AMENDMENT TAKES EFFECT AND RECEIVE A REFUND OF ANY PREPAID FEES FOR THE UNUSED PORTION OF YOUR SUBSCRIPTION TERM. THIS DOES NOT APPLY TO AMENDMENTS REQUIRED BY APPLICABLE LAW OR REGULATION, WHICH MAY TAKE EFFECT AS REQUIRED. THE TERMS OF SERVICE MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE WEBSITE OR THE SERVICES, AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF SERVICE FOR ANY CHANGES. YOUR USE OF THE WEBSITE AND THE SERVICES AFTER ANY AMENDMENTS OR UPDATES OF THESE TERMS OF SERVICE SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS. ANY NEW FEATURES THAT MAY BE ADDED TO THE WEBSITE AND THE SERVICES FROM TIME TO TIME WILL BE SUBJECT TO THESE TERMS OF SERVICE, UNLESS STATED OTHERWISE. YOU SHOULD VISIT THIS PAGE PERIODICALLY TO REVIEW THESE TERMS OF SERVICE.

ICEPANEL is providing access to the Service to Users who have registered for the Services on the Website and paid a fee where applicable ("**Registered Users**"), who will be provided with access to the modeling tool made available through the ICEPANEL proprietary platform.

1. Provision and Use of the Service.

   a. Provision of the Services. Where you subscribe for the Services, whether through an online subscription through the Website, an order form or similar (together, an "**Order**"), ICEPANEL will make the Service available to you on the terms of the Order and these Terms of Service, which together form the "**Agreement**". If there is a conflict between an Order and these Terms of Service, the Order will prevail.
   b. Subscriber Responsibilities. You are responsible for all activities that occur in your Registered User accounts and for your employees', contractors', customers' and agents' compliance with this Agreement. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data, including ensuring that You have obtained any necessary consents, and made any necessary disclosures, to enable ICEPANEL to perform its obligations under this Agreement; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services through User accounts and notify ICEPANEL promptly of any such unauthorized access or use; and (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service.
   c. Use Guidelines. You shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (other than any affiliate), other than as required to provide the Services to Users as contemplated by this Agreement; (ii) use the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Services to send or store malicious code; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; or (vii) use the Services in violation of any laws, including any laws related to privacy and the protection of personal information.
   d. Incremental Services. From time to time, certain additional ICEPANEL or third-party functionality (such functionality being deemed not to be part of the Service) may be made available by ICEPANEL to You (in the case of third-party functionality, such functionality being made available on a pass-through basis pursuant to terms specified by the third-party provider of such functionality), and which additional

functionality may be purchased by You for additional fees in accordance with such mutually agreed upon terms and conditions as may be applicable to such additional functionality (such terms and conditions prevailing in the event of any inconsistency with the terms and conditions of this Agreement). You shall be under no obligation to purchase such functionality and failure to purchase such functionality shall not interfere with Your use of the Services.

e. Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. ICEPANEL may include the name and logo of the other party in lists of customers or vendors, but will cease this use at Subscriber's written request.

f. Services. ICEPANEL does not guarantee the accuracy, integrity or quality of content in the Services. Under no circumstances will ICEPANEL be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available in the Services. The information and materials in the Services may contain technical inaccuracies or typographical errors. Certain materials in the Services may have been submitted by viewers or other participants in feedback boards or other community features made available through the Services. ICEPANEL may alter or update the Services from time to time. ICEPANEL will give You at least thirty (30) days' notice before discontinuing the Services or removing any material functionality, and if You have prepaid Fees, You may then terminate and receive a refund of the prepaid Fees for the unused portion of Your subscription term. ICEPANEL may suspend the Services without notice where reasonably necessary to address a security threat or a breach of Section 1c (Use Guidelines). The Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. ICEPANEL may periodically add or update the information and materials in the Services without notice.

2. Proprietary Rights.

a. Reservation of Rights. Subject to the limited rights expressly granted hereunder, ICEPANEL reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

b. Restrictions. You shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service; (d) frame or mirror any content forming part of the Service; (e) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; or (f) use all or any portion of the Services for hazardous purposes requiring fail-safe performance, such as aircraft navigation, air traffic control, or weapons systems, in which the failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage.

c. Subscriber Data. As between You and ICEPANEL, You exclusively own all rights, title and interest in and to all electronic data or information submitted by You through the Services ("Subscriber Data"). For the avoidance of doubt, Subscriber Data does not include information accessed by ICEPANEL from third party sources. You hereby grant ICEPANEL and its affiliates a royalty-free, non-exclusive, non-transferable (except as provided in Section 15 (Assignment)) license to the Subscriber Data to the extent required for ICEPANEL to perform its obligations pursuant to this Agreement. ICEPANEL may create aggregated or anonymized statistical analytics from Users' use of the Services and Subscriber Data processed through the Services ("**Aggregated Statistics**"), which Aggregated Statistics shall not include any underlying Subscriber Data nor shall it otherwise be capable of referencing back to Users. As between You and ICEPANEL, ICEPANEL shall own all rights to such Aggregated Statistics free from encumbrance.

d. Feedback. We welcome your suggestions, comments and feedback on the Services ("**Feedback**") as it helps us to make improvements to the Services. If you provide ICEPANEL with any Feedback, ICEPANEL may use such Feedback in the Services or in any other ICEPANEL products or services (collectively, "**ICEPANEL Offerings**"). ICEPANEL shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Services any feedback provided by You relating to the operation of the Services. Accordingly, You agree that: (a) ICEPANEL is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to ICEPANEL, (c) ICEPANEL (including all of its successors and assigns and any successors and assigns of any of the ICEPANEL Offerings) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any ICEPANEL Offerings, and (d) You are not entitled to receive any compensation or reimbursement of any kind from ICEPANEL or any of the other users of the Services.

3. FEES. Your access to and use of the Services is subject to Your payment of the applicable fees due for the Services selected by You, which may be on a monthly or yearly basis ("**Fees**") set out on the Website or Order (as applicable) and all other applicable amounts and charges indicated to You when You purchase Services (or otherwise notified to You by ICEPANEL from time to time) when you use the Services noted on Your invoice and viewable in Your account profile. All Fees are exclusive of any taxes. Fees for subscriptions purchased online are charged at the time of purchase, and at each renewal, to the payment card on file for You. Unless otherwise stated in an Order, invoiced amounts are due within thirty (30) days of the invoice date. Receipts for purchased Services will be delivered to You electronically. You shall: (i) keep the billing, credit card and payment information You provide to ICEPANEL or its payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date; otherwise, we may suspend the Services; (ii) promptly advise ICEPANEL if Your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for Your failure to pay any Fees billed to You by ICEPANEL caused by Your failure to provide ICEPANEL with up to date billing information. To offset its additional processing costs, ICEPANEL may charge You for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment; returned or rejected payments; or changes in personal identifier information. All administrative charges charged to You will be indicated to You on Your invoice or receipt and You shall pay all such charges. Renewal. Unless otherwise stated in an Order, subscriptions renew automatically for successive periods equal to the initial subscription period unless either party gives notice of non-renewal at least thirty (30) days before the end of the current period (or, for monthly subscriptions, before the end of the current billing period). Late Payment. If any undisputed invoiced amount is more than thirty (30) days overdue, ICEPANEL may suspend the Services. ICEPANEL will not suspend the Services over amounts You dispute reasonably and in good faith while You work with ICEPANEL to resolve the dispute.

4. CONFIDENTIAL INFORMATION

"Confidential Information" means any information, technical data, or know-how concerning either party, including, but not limited to, research, products, services, customers, markets, business policies or practices, unreleased software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances. Obligations of non-disclosure will not apply to Confidential Information which the receiving party can conclusively establish (i) was in the possession of the receiving party without an obligation of confidentiality at the time of disclosure; (ii) prior to or after the time of disclosure became part of the public domain without the act or omission of the receiving party to whom it was disclosed; (iii) was disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party without use or reliance upon the Confidential Information.

Each party covenants to the other party that they will not at any time, other than in accordance with these Terms, disclose the Confidential Information of the other to any person or entity without the prior written approval of the disclosing party, or use any such Confidential Information for any purpose, other than as necessary to fulfill these Terms, unless specifically pre-approved in writing by the disclosing party. However, the receiving party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the receiving party uses all legitimate and legal means available to minimize the disclosure to third parties, the disclosure of the Confidential Information is restricted in the same manner as is the confidential information of the receiving party or other litigating parties; and the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

The receiving party may disclose Confidential Information of the other only to its and its affiliates' employees and consultants who have a 'need-to-know' for the purposes of fulfilling these Terms. Each party shall execute appropriate written agreements with employees and consultants sufficient to enable it to comply with all of the confidentiality provisions of this Agreement. Neither party shall reverse engineer, decompile or disassemble any Confidential Information of the other party. The Confidential Information obligations in these Terms shall survive the termination or expiration of these Terms. After termination or expiration, either party may request in writing that the other delete its Confidential Information, and the other party will do so, except for copies kept in routine backups or as required by law, which remain subject to this Section.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

a. General Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement.
b. Service Warranties. ICEPANEL warrants that (i) the Services will perform materially in accordance with the documentation and with the requirements of any applicable Order; and (ii) the Services will not contain or transmit to You any malicious code (except for any malicious code contained in User or Subscriber-uploaded materials or otherwise originating from You or a User). Any claim for any alleged breach of this Section 5b. must be made within one hundred and eighty (180) days of the date of such alleged breach.
c. Subscriber Warranties. You warrant that (i) the Subscriber Data will not contain or transmit to ICEPANEL any malicious code and that You will obtain all necessary consents and make all necessary

disclosures to enable it to transmit the Subscriber Data to the Services, and to grant the license rights granted in Section 2c.

d. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ICEPANEL MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE ABOVE, ICEPANEL DOES NOT MAKE ANY REPRESENTATION OR WARRANTY IN RESPECT OF ANY RESULT, PREDICTION OR OUTPUT GENERATED BY THE SERVICE, INCLUDING ANY DIAGRAM, MODEL, DESCRIPTION OR OTHER CONTENT GENERATED BY AI FEATURES (AS DEFINED IN SECTION 12). THE SERVICES ARE A TOOL TO SUPPORT YOUR SOFTWARE ARCHITECTURE AND DOCUMENTATION WORK AND DO NOT REPLACE YOUR OWN REVIEW AND JUDGMENT. YOU ARE SOLELY RESPONSIBLE FOR ALL DECISIONS THAT YOU MAKE, WHETHER OR NOT IN RELIANCE ON OUTPUTS, PREDICTIONS OR RESULTS FROM THE SERVICE.

6. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUDED CLAIMS (DEFINED BELOW), UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE, THE SERVICES OR ANY OF THE INFORMATION OR MATERIALS CONTAINED IN THE SERVICES, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES IN THE MATERIALS IN THE SERVICES, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES, ANY BUGS, VIRUSES, TROJAN HORSES, OR ANY OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE SERVICES, OR (V) ANY ERRORS OR OMISSIONS IN ANY MATERIAL IN THE SERVICES OR ANY OTHER LOSS OR DAMAGE OF ANY KIND ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES; OR (B) ANY DAMAGES (IN AGGREGATE) IN EXCESS OF THE AMOUNTS PAID BY YOU TO ICEPANEL IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THE "EXCLUDED CLAIMS" ARE: (I) A PARTY'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; (II) YOUR OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); AND (III) YOUR OBLIGATION TO PAY FEES.

7. INDEMNIFICATION. You shall, at your own expense, defend ICEPANEL, its affiliates and its and their respective officers, directors, employees, consultants and agents (collectively, the "ICEPANEL Indemnitees") in any action, suit or proceeding brought by a third party against any of the ICEPANEL Indemnitees alleging that any content uploaded by you to the Services infringes any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party; (a "**Subscriber-related Claim**") and shall indemnify and hold the ICEPANEL Indemnitees harmless from and against any settlement amounts agreed by You in writing and/or any losses, damages, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the ICEPANEL Indemnitees by a court of competent jurisdiction in any Subscriber-related Claim. ICEPANEL shall: (i) provide You with prompt written notice of any Subscriber-related Claim and copies of relevant documentation regarding any Subscriber-related Claim for which indemnification may be sought; (ii) give You sole control of the defense and settlement of such Subscriber-related Claim; (iii) cooperate fully with You, at Your expense as reasonably requested by You from time to time, in the defense or settlement of such Subscriber-related Claim; and (iv) not settle any Subscriber-related Claims or admit liability in respect to any Subscriber-related Claims. ICEPANEL shall, at its own expense, defend You, Your affiliates and its and their respective officers and directors in any action, suit or proceeding brought by a third party alleging that the Services, as provided by ICEPANEL and used in accordance with this Agreement, infringe any patent, trademark, copyright or trade secret of such third party (an "ICEPANEL-related Claim"), and shall indemnify You from and against any settlement amounts agreed by ICEPANEL in writing and any losses, damages, expenses or costs (including reasonable attorneys' fees) awarded against You by a court of competent jurisdiction in any ICEPANEL-related Claim. ICEPANEL has no obligation for any ICEPANEL-related Claim arising from Subscriber Data, from use of the Services in combination with anything not provided by ICEPANEL, from modifications not made by ICEPANEL, or from use in breach of this Agreement. If the Services become, or in ICEPANEL's opinion are likely to become, the subject of an ICEPANEL-related Claim, ICEPANEL may at its option obtain the right for You to continue using them, modify them so they do not infringe, or terminate the affected Services and refund the prepaid Fees for the unused portion of the subscription term. The notice, control and cooperation obligations above apply to ICEPANEL-related Claims with the parties' roles reversed.

8. Links to Third-Party Websites. The Services may contain links to other websites that are not owned or controlled by ICEPANEL. ICEPANEL is not responsible for the content of any linked websites. Any third-party websites or services accessed from the Services are subject to the terms and conditions of those websites or services and You are responsible for determining those terms and conditions and complying with them. The presence on the Services of a link to any non-ICEPANEL websites does not imply that ICEPANEL endorses or accepts any responsibility for the content or use of such websites, and You hereby release ICEPANEL from all liability and damages that may arise from Your use of such websites or receipt of services from any such websites.

While ICEPANEL encourages links to the Services, it does not wish to be linked to or from any third-party website which (i) contains, posts or transmits any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of ICEPANEL, or which contains, posts or transmits any material or information of any kind which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or (ii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. ICEPANEL reserves the right to prohibit or refuse to accept any link to the Services, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Services upon the request of ICEPANEL.

9. No Implied Endorsements. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by ICEPANEL of that third party, third party product or service.

10. No Advice. The information contained in the Services is for informational purposes only. It is not intended to provide legal, accounting, tax, investment, financial, medical or other advice to you, and you should not rely upon the information to provide any such advice.

11. Termination. ICEPANEL may, on written notice to You, terminate Your ability to access the Services or portions thereof. ICEPANEL may only terminate for the following causes: (a) material breaches of the Terms of Service or any other agreement that You may have with ICEPANEL (including, without limitation, non-payment of any fees owed in connection with the Services or otherwise owed by You to ICEPANEL) that You do not cure within thirty (30) days of written notice, (b) requests by law enforcement or other government agencies, (c) a request by You, (d) discontinuance of the Services (or any material part thereof) in accordance with Section 1f, (e) unexpected technical, security or legal issues or problems, and/or (f) participation by You, directly or indirectly, in fraudulent or illegal activities. In the cases described in (b), (e) and (f), ICEPANEL may suspend or terminate access immediately where reasonably necessary. For thirty (30) days after termination or expiration, You may export Your Subscriber Data using the export features of the Services. ICEPANEL will delete Your Subscriber Data within thirty (30) days after the end of that export period, unless ICEPANEL is required by law to keep it. Copies in backups will be removed through ICEPANEL's normal backup rotation and will not be restored except for disaster recovery, in which case they will be deleted again. On request, ICEPANEL will confirm the deletion in writing. During the term, ICEPANEL may remove materials uploaded by You only where they breach Section 1c (Use Guidelines) or applicable law. Except as set out in this Agreement, ICEPANEL shall not be liable to You or any third party for any termination of Your access to the Services made in accordance with this Section 11. You shall not be relieved of the obligation to pay any fees accrued or payable to ICEPANEL prior to the effective date of termination or expiration. Any termination of these Terms of Service by ICEPANEL shall be in addition to any and all other rights and remedies that ICEPANEL may have. You may cancel a monthly subscription at any time, effective at the end of the current billing period. Fees for yearly subscriptions are non-refundable, except that ICEPANEL will refund the prepaid Fees for the unused portion of the subscription term if: (i) You terminate because ICEPANEL has materially breached this Agreement and has not cured the breach within thirty (30) days of Your written notice; (ii) You terminate under the amendment terms at the beginning of these Terms of Service; or (iii) ICEPANEL terminates for any reason other than (a), (c) or (f) above. No refund is due where ICEPANEL terminates under (a), (c) or (f) above.

12. Security and Privacy. ICEPANEL will maintain appropriate administrative, physical, and technical safeguards consistent with good industry practices designed to protect the security, confidentiality and integrity of your data, as described at https://trust.icepanel.io/ or otherwise on the Website. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of your data. To the extent that ICEPANEL processes any personal information in the course of providing the Services, the terms of the data processing addendum at https://icepanel.io/data-processing-agreement ("DPA") posted as of the date of the Order are hereby incorporated by reference. AI Features. Certain features of the Services use artificial intelligence services provided by third-party processors ("AI Features"). Subscriber Data You submit to AI Features is shared with those

processors only as needed to provide the AI Features. ICEPANEL does not use Subscriber Data to train artificial intelligence models without Your prior consent, and does not permit its third-party processors to do so. ICEPANEL may use information about Your use of AI Features, and the Subscriber Data processed through them, to maintain and improve the Services. Content generated by AI Features may be inaccurate, and You are responsible for reviewing it before relying on it. Customers who need additional commitments on the processing of personal information may enter into the DPA.

13. Enforcement of Terms and Conditions. If any part of these Terms of Service is unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. The failure of ICEPANEL to exercise or enforce any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any right or provision by ICEPANEL must be in writing and shall only apply to the specific instance identified in such writing. No waiver by ICEPANEL of any provision of these Terms of Service shall be deemed to be a further or continuing waiver of such provision or any other provision.

14. Copyright and Trademark Information. The Services, and the information and materials that it contains, are the property of ICEPANEL and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions and other intellectual property laws. All ICEPANEL product names and logos are trademarks or registered trademarks of ICEPANEL. All other company and product names and logos are trademarks or registered trademarks of their respective owners in certain countries. Nothing contained in the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Services or any materials displayed in the Services, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of ICEPANEL. You shall not attempt to override or circumvent any of the usage rules or restrictions in the Services.

15. Assignment. Neither party may assign the Terms of Service, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without the other party's prior written consent, which shall not be unreasonably withheld. However, either party may assign this Agreement without consent, on written notice to the other party, to an affiliate or to a successor in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets or of the business to which this Agreement relates.

16. Governing Law. This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of New York, without regard to its conflict of laws principles. Each party irrevocably submits to the sole and exclusive jurisdiction of the courts of New York, situated in the City, County and State of New York. Each party irrevocably consents to the exercise of personal jurisdiction over each of the parties by such courts and waives any right to plead, claim or allege that New York is an inconvenient forum. The parties hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this Agreement.

17. Survival. Sections 2c, 2d, 3 to 7, 11 (as to refunds and data export and deletion), 13 and 16, and all representations, warranties and conditions made by You in these Terms of Service, shall survive the termination of these Terms of Service. Unless otherwise explicitly identified as terminating elsewhere in these Terms of Service, all licenses granted by You in these Terms of Service shall survive their termination. All payment obligations incurred by You prior to the termination of these Terms of Service shall survive their termination.

18. Entire Agreement. These Terms of Service, together with any Order, our Data Processing Agreement (as made available through the Website) and any privacy policy that may be published in the Services, constitutes the entire agreement between the parties relating to the Services and all related activities. These Terms of Service shall not be modified except in writing signed by both parties or by an amendment posted by ICEPANEL in accordance with the notice terms at the beginning of these Terms of Service.

Last Update: November 26, 2026 (effective January 1, 2027)