RENAISSANCE CAPITAL API PORTAL TERMS OF USE

1. GENERAL

a) By your use of the Renaissance Capital API Portal (the "API Portal"), you agree to be bound by these Terms of Use. If you do not agree with these Terms, please do not accept these Terms and you may not access or use the API Portal. Your continued use of the API Portal means that you accept any new or modified terms and conditions. You agree to review these Terms of Use periodically to be aware of any such modifications. Renaissance Capital LLC and any of its respective affiliates, agents, directors, officers, employees, representatives, successors or assigns (collectively, "THE API PROVIDER") may make changes to these Terms of Use at any time without notice. Any changes or modifications will be effective upon posting. If you do not agree to any such changes or modifications, your only remedy is to terminate your usage of the API Portal and cancel your account.

b) NOTE THAT THE "ARBITRATION AGREEMENT" SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE, WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND THE API PROVIDER UNDER THIS AGREEMENT TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND THAT YOU AND THE API PROVIDER WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. ACCEPTANCE OF THE ARBITRATION AGREEMENT WAIVES YOUR RIGHT TO A TRIAL BY JURY OR BEFORE A JUDGE. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY. BY USING THE API PORTAL AND ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE ARBITRATION AGREEMENT.

c) The API Portal is divided into two main sections: (i) the Self-Service section for Free and Basic subscriptions and (ii) the Enterprise section for customized subscriptions.

d) The Enterprise subscription will be subject to either an addendum to these Terms of Use or specific terms and conditions, which the API Provider will communicate to you directly/when you enter such sections. The scope of application of these Terms of Use is represented below.

e) Our (i) application programming interfaces (each an "API" and, together, the "APIs"), (ii) the files containing multiple data records (each a "Data File" and, together, the "Data Files"), (iii) any documentation related to the APIs (the "API Documentation") and (iv) any content made available to you through the API Portal (the APIs, the Data Files, the API Documentation and the API Portal, collectively, the "Materials") are made available by the API Provider subject to these Terms of Use. If you use the APIs as an interface to, or in conjunction with other products or services of the API Provider, then the terms for those other products or services will also apply. In the event of any inconsistency between these Terms of Use and any additional terms applicable to a given API, such additional terms will prevail. Together, the API Provider refers to the Terms of Use set out herein, any terms provided for in the API Documentation, and any policies and guidelines that are applicable as the "Terms". You agree to comply with the Terms and acknowledge that the Terms govern the relationship between you and us.

f) The API Provider is an independent contractor and not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership or franchise between the parties.

g) You may not assign or transfer any right to use the API Portal or any of your rights or obligations under these Terms without prior written consent from the API Provider. The API Provider may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

2. REGISTRATION

a) In order to access the API Portal, you must create an account linked to a valid e-mail address. You agree to provide accurate and up to date registration information. You shall inform the API Provider immediately of any change to such registration information. You are solely responsible for the accuracy of the information you provide when creating your account, for the security of your password and for any use, activities or actions taken under your account. If you provide access to your account or the Materials to third parties, you agree that you are responsible towards the API Provider for the actions or omissions of such third parties, without prejudice to any causes of action available to the API Provider against such third parties. The API Provider assumes no liability for any loss or damage arising from the use of the Materials by you or any third party with or without your authorization.

b) You shall take all precautions necessary to prevent unauthorized access to the Materials.

c) If the API Provider assigns you developer credentials (e.g. client IDs, passwords, token and keys) (the "API User Identity") for the use of part of all of the Materials, you must use them in accordance with their intended use. You will not misrepresent or mask either your identity when using the Materials or otherwise. You will keep your API User Identity confidential and use your best efforts to prevent and discourage other third parties from using your API User Identity.

3. ELIGIBILITY. You may not use the Materials and may not accept the Terms if you are (i) not of legal age in your jurisdiction to enter into and form a binding contract with the API Provider; (ii) a person barred from using or receiving the APIs under any applicable laws; (iii) located in a country that is subject to U.S. Government embargo; or (iv) identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Materials from outside the United States, you are solely responsible for ensuring that your access and use of the Materials in such country, territory or jurisdiction does not violate any applicable laws.

4. SUBSIDIARIES AND AFFILIATES. You agree that any subsidiaries or affiliates of the API Provider may provide the APIs to you or support the provision of the APIs to you on behalf of the API Provider and these Terms will also govern your relationship with such subsidiaries and/or affiliates (as the case may be). You however agree that any notice or claim you may communicate in relation with these Terms or the Materials shall be directed to the API Provider as described in section 35 of these Terms of Use.

5. OTHER PERSON OR ENTITY ACCEPTANCE. If you are using the APIs, Data Files and/or API Documentation on behalf of another person or entity, you represent and warrant that you have authority to

bind that person or entity to the Terms (and all references to "you" in these Terms refer to that person or entity).

6. RIGHTS OF USE

a) Subject to your continuous compliance with the Terms, the API Provider hereby grants to you a limited, revocable at any time without cause, non-transferable, non-sublicensable, non-exclusive right, without financial counterpart, to access and use the APIs, API Documentation and Data Files available through the API Portal in order to build your own software or applications (each an "Application" and together, the "Applications"). This license is personal to you, and you may not resell our Materials, permit others to access our Materials through your account, or use the Materials to host content for others. You may not copy or download any content from the Materials except with the prior written approval of the API Provider. You acknowledge that, except as otherwise provided, these Terms are solely between you and the API Provider.

b) Except for the Application(s) you create, all intellectual property or rights, registrable or otherwise, subsisting in the Materials or any other material made available through the API Portal shall remain the exclusive property of Renaissance Capital. We expressly and exclusively reserve for our self any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent or patentable subject matter, trademark or trademarkable subject matter, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world that are created, generated, acquired, or used in connection with the Materials. The look and feel of the Materials, including, but not limited to, any custom graphics, button icons, and scripts are also our property, and you may not copy, imitate, or use them, in whole or in part, without our prior written consent. Nothing herein shall be deemed to grant any rights or licenses to our intellectual property rights to you, except as is expressly required for you to use the Materials.

c) You agree to respond to any questions the API Provider may ask you on your use of the Materials. The API Provider shall be free to use any responses you provide for any purpose, in any manner and under any form and without limitation or compensation to you of any kind.

7. TECHNICAL LIMITATIONS. The API Provider may set, enforce and advise you of rate limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of end users you may serve) at our sole discretion. You agree to adhere to and respect such rate limits. You will not attempt to exceed or circumvent these rate limits, or otherwise use the Materials in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of these Terms. If you exceed or the API Provider reasonably believes that you have attempted to circumvent the rate limits, then your ability to use the Materials may be temporarily suspended or permanently blocked at the discretion of the API Provider.

8. PROHIBITIONS

By accessing the Materials, you agree that the API Provider has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take action under relevant

regulations without your consent or prior notice. When using the Materials, you will not (and will ensure those acting on your behalf do not) directly or indirectly:

a) Create any Application that functions substantially in the same manner as the APIs and offer it for use by third parties. All of the data displayed on or transmitted through the Materials including but not limited to html, source and object code, software, as well as trade dress, layout and presentation, with the exception of third party copyrighted or trademarked material, is owned by the API Provider. The API Provider will protect its rights to the content to the fullest extent of the law. You may not use such material except as provided in these Terms of Use. You may use the Materials solely for your personal, non-commercial use, and you may download or print a single copy of any portion of the content for your personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained in such content. You may not republish the content on any site or incorporate the content in any database, compilation or archive. You may not distribute any of the content to others, whether or not for payment or other consideration, and, unless explicitly permitted herein, you may not modify, copy, distribute, reproduce, sell, publish, license, transmit, transfer, display, download, share, create derivative works from or otherwise use any portion of the content without the prior written consent of the API Provider. Any use of the Materials not expressly permitted by the API Provider is a breach of these Terms of Use. You agree that any breach of these Terms of Use may be enforced by the API Provider by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.

b) Perform an action that introduces, or with the intent of introducing to our systems, products or services any viruses, worms, defects, Trojan horses, malware, or any items that may interfere with, impair, disrupt, destroy or adversely affect any of the API Provider's products or services, the API Provider's customers and their businesses, or the networks or servers providing the API Provider's products or services, including but not limited to denial of service attacks;

c) Use the API Portal in any manner than could disable, overburden, damage or impair the site;

d) Promote or facilitate unlawful activities, including online gambling, spamming, or disruptive commercial messages or advertisements;

e) Reverse engineer, decompile, disassemble or attempt to extract the source code from the Materials or any related software, to the extent permissible by law;

f) Save permanent copies of the Materials or build databases, or keep cached copies longer than permitted by the cache header, unless permission to do so has been otherwise provided by the API Provider;

g) Remove, obscure, or alter any of our Terms or any links to or notices of those Terms;

h) Revise, improve, upgrade or enhance the Materials, for any purpose, including error correction or any other type of maintenance;

i) Remove, obscure or alter any notice of any API Provider trademark, service mark, or other intellectual property or proprietary right on, or otherwise misrepresent the source or ownership of, the Materials or elsewhere;

j) Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, and any regulations having the force of law;

k) Use the Materials to create any Applications that violate the terms of any laws, rules, ordinances, or regulations, including applicable data privacy laws;

l) Use any automatic device, software, application, program, algorithm whether integrated in a browser or otherwise or methodology having similar processes or functionality, or any manual process, to monitor, perform any transactions, frame, modify, add content or copy any part of the Renaissance Capital products or services;

m) Sell or offer to sell, allow any third party to use, pass off as belonging to the other party, claim ownership to, and/or challenge, contest, jeopardize or seek to in any way to invalidate or adversely affect any of the intellectual property or rights, registrable or otherwise, existing in the Materials.

n) Impersonate or attempt to impersonate the API Provider, another user or any other person (including by using email addresses or user names).

o) Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the API Portal, or which, as determined by us, may harm the API Provider or users of the API Portal or expose them to liability.

p) Repackage or resell the Materials data or any applications in any form, including without limitation, bulk form. If you reach your Daily API Call Limit for your subscription level (which is set forth below), your service will be shut off.

q) Use any of the API Provider's content, digital applications, or data, including any associated metadata, in any manner for a purpose related to the training, development or operation of any software or service to the extent that it incorporates a large language model, foundation model, deep machine learning, generative artificial intelligence, or any other process of a nature commonly recognized as artificial intelligence.

9. BILLING AND SUBSCRIPTION LEVELS

a) Free Subscription – For the Free Subscription, the term is open-ended. To cancel your account, you may do so in the self-service section of the portal. The API Provider has a right to limit heavy usage of the Materials.

b) Basic Subscription – For the Basic Subscription, the term is monthly and renews automatically. Billing will be monthly, and payment is due at the beginning of the monthly term. To cancel your account, you may do so in the self-service section of the portal. No refunds will be provided for cancellations. The API Provider has a right to limit heavy usage of the Materials.

c) Enterprise Subscription – Subject to a separate agreement or addendum to these Terms of Use.

d) Unless otherwise indicated, all fees and other charges are quoted in U.S. Dollars ($), and all payments must be made in U.S. Dollars.

10. TAXES. The fee, if any, for your subscription level is exclusive of all taxes, levies, or duties imposed by taxing authorities, including value-added, sales, use, or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Materials or your use thereof, and you shall be

responsible for payment of all such taxes, levies, and duties and will hold the API Provider harmless for the payment of any and all such taxes. Should any payment for the Materials be subject to withholding tax by any government, you will reimburse us for such withholding tax.

11. CREDIT CARD PROCESSING. Credit cards are managed and processed by a third-party intermediary who will retain and use your billing information to process your credit card information for the API Provider. The API Provider's handling of your personal information shall be in accordance with the API Provider's Privacy Policy, which can be found at: www.renaissancecapital.com/Disclosures/Privacy-Policy.

12. COMPLIANCE WITH LAW. You agree to comply with all applicable laws, regulations, and third party rights, including without limitation laws regarding the import or export of data or software, applicable data protection legislation, and other local laws.

13. DISCLAIMER OF WARRANTIES

a) YOUR ACCESS TO, AND USE OF, THE MATERIALS IS ON AN "AS IS", "AS AVAILABLE" BASIS. THE API PROVIDER DISCLAIMS ANY WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. YOU ACKNOWLEDGE THAT YOU DO NOT RELY UPON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY THE API PROVIDER EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

b) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION OF IMPLIED WARRANTY MAY NOT APPLY TO YOU.

c) You understand that your use of the Materials is at your sole risk.

d) The API Provider is not a registered broker/dealer. The information provided by the API Provider is not and should not be construed as a solicitation to buy or sell any securities or as investment or other advice. You are advised that the Materials should be used solely for informational purposes. You should always conduct your own research and due diligence and obtain professional advice before making any investment decision. The API Provider will not be liable for any loss or damage caused by a reliance on information obtained in the Materials.

e) The API Provider may make changes to the Materials contained on its site at any time without notice. The API Provider reserves the right to modify or discontinue any type of data provided or any method of data transmission in its sole discretion without notice.

f) Actual service coverage, speeds, locations and quality may vary. The API Provider will attempt to provide the Materials at all times, except for limited periods of maintenance and repair. However, the

Materials may be subject to unavailability for a variety of factors beyond our control. In the event that the API Provider shall be rendered wholly or partly unable to deliver, maintain or update the Materials by reason of causes beyond its reasonable control, including but not limited to fire, flood, earthquake, storm, explosion, action of elements, natural disaster, acts of God, terrorist activity, cyber incident, power outage or brown out, accident, epidemic or pandemic, inability to obtain equipment or material, insurrection, revolution, riot or other civil commotion, strike, war, enemy action, invasion, embargo, acts, demands or requirements of the government in any state, or any other cause or circumstance, whether similar or dissimilar to the foregoing causes or circumstances, which it could not reasonably be expected to avoid, then the performance of the API Provider's obligations as they are affected by such causes shall be excused during the continuance of any inability so caused but such inability shall as far as possible be remedied with all reasonable dispatch.

g) The information contained within the Materials could include technical and typographical errors. Although the API Provider makes its best efforts to provide accurate and timely information in the Materials, you acknowledge that the API Provider cannot and does not guarantee the accuracy, reliability, completeness, timeliness, or complete security of the Materials. Delays or omissions may occur. The API Provider is not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the Materials or communications services or networks. The API Provider may impose usage or Materials limits, suspend the Materials, or block certain kinds of usage in our sole discretion to protect users of the Materials.

h) The API Provider makes no warranties of any kind regarding third party sites to which you may be directed or linked to from the Materials. Links are included solely for your convenience. The API Provider makes no representations or warranties regarding the accuracy, availability, suitability or safety of information provided in such third party sites. Inclusion of a third party link in the Materials does not imply approval or endorsement. When you access third party links, you do so at your own risk.

i) The above disclaimers apply to any damages, liability or injuries caused by any failure of performance, deletion, omission, interruption, error, defect, computer virus, theft or destruction of or unauthorized access to, alteration of, or use of the Materials, and includes a disclaimer against any and all claims for breach of contract, tort, negligence or any other cause of action.

14. LIMITATIONS ON LIABILITY

a) TO THE EXTENT PERMITTED BY LAW, THE API PROVIDER SHALL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOST SAVINGS AND LOST REVENUES, EVEN IF THE API PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR DAMAGES SUFFERED OR INCURRED ARISING OUT OF ANY FAULTS, INTERRUPTIONS OR DELAYS IN DELIVERING THE MATERIALS OR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE MATERIALS.

b) THE API PROVIDER SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGES CAUSED BY THE NEGLIGENCE OF THE API PROVIDER ARISING IN CONNECTION WITH THE MATERIALS.

c) IN NO EVENT SHALL THE API PROVIDER BE LIABLE FOR ANY INVESTMENT GAIN/LOSS YOU INCUR DURING YOUR INVESTMENT IN THE STOCK MARKET. INVESTING IN STOCKS IS RISKY. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

d) NO DETERMINATION OF YOUR SUITABILITY FOR OR THE APPROPRIATENESS OF ANY SERVICES PROVIDED BY THE API PROVIDER HAS BEEN MADE.

e) IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, A CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY EXPRESSLY WAIVE THE APPLICABILITY OF THIS SECTION OF THE CALIFORNIA CIVIL CODE AND ANY RIGHTS THAT YOU MAY HAVE THEREUNDER. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE ABOVE RELEASE.

f) Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages. If any applicable authority holds any portion of these Terms of Use to be unenforceable, then the API Provider's liability will be limited to the fullest possible extent permitted by applicable law.

g) If the API Provider is found to be liable to you for any damage or loss which arises or is in any way connected to your use of the Materials, its liability to you shall in no event exceed the fee paid by you, if any, for access to the Materials in the applicable subscription term in which such cause of action is alleged to have arisen.

15. INDEMNITY

a) You agree, at your own expense, to indemnify, defend and hold the API Provider and our affiliates, directors, officers, employees, and users harmless from and against any and all demands, damages, costs, loss, liability, claims or expenses (including reasonable attorneys' and experts' fees), made against the API Provider by any third party due to or arising out of or in connection with your use of the Materials, including but not limited to (i) your own use or misuse of the Materials; (ii) use or misuse of the Materials by someone using your account; (iii) your failure to comply with any of the Terms; (iv) your violation of any applicable law, regulation or other legislation; or (v) any claim or action against the API Provider or our affiliates or subsidiaries from a third party arising out of or in connection with your use or access to the Materials or your use, access or disclosure of data accessed through the Materials.

b) The API Provider reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the API Provider in asserting any available defense.

c) You acknowledge and agree to pay the API Provider's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you by the API Provider, including without limitation, lawsuits arising from your failure to indemnify the API Provider pursuant to these Terms of Use.

16. RELEASE. You hereby release and covenant not to sue the API Provider, its affiliates or any of their officers, directors, employees, agents, shareholders, licensors, licensees, assigns, or successors for any damages, liabilities, causes of action, judgments, or claims (i) pertaining to any Intellectual Property you develop that is based on, uses, or relates to the Materials; or (ii) that otherwise may arise in connection with your use of, reliance on, or reference to the Materials.

17. INVESTMENT RISK; NO SOLICITATION OF ADVICE

a) An investment in stocks could lose money over short or long periods. You should expect that stock prices and returns may have large range fluctuations.

b) NO GUARANTEE CAN BE MADE IF YOU INVEST BASED ON THE INFORMATION PROVIDED ON THIS SITE.

c) You specifically acknowledge that the API Provider will not be held liable for losses or gains arising out of or relating to your use the Materials and that no other user of the Materials will be liable to you for losses or gains arising out of any Materials data. You acknowledge that your investment decisions or recommendations are made entirely at your election.

18. USAGE MONITORING. You agree that the API Provider may monitor your use of the Materials to ensure quality, improve our products and services, and verify your compliance with the Terms. This monitoring may include the API Provider accessing and using your Applications (for example, to identify security issues that could affect the API Provider or our users). You will not interfere with this monitoring. The API Provider may use any technical means to overcome such interference.

19. SECURITY

a) You will ensure that any Application will be secure and that you will take the appropriate security measures to protect any information including personal data as that term is defined under applicable law ("Personal Data") collected by the Application. You agree to take all reasonable steps to protect your API Portal account from unauthorized access or use. Upon signing up, you agree to treat your user name and password as confidential, and that you will not disclose them to any other person. You agree that you will be the sole user of the API Portal under your login credentials. Your user name and password are subject to cancellation or suspension by the API Provider upon your misuse of your login credentials in any way. You agree that you will use your best efforts to prevent any third party from obtaining your login credentials, and you will inform the API Provider immediately of any actual or potential unauthorized access to your login credentials or to the API Portal.

b) You agree to not perform security research on our or our affiliate systems via the access to the API Portal.

c) You will use your best efforts to ensure that your use of the Materials does not create or make available any potential vulnerability of the API Provider's networks, systems, products or services.

20. PRIVACY

a) You will use your best efforts to protect user information collected by your Application, including Personal Data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

b) The API Provider does not exercise any control over and disclaims all liability arising out or in connection with your collection, use and processing of data you collect through the Application.

21. CONFIDENTIALITY

a) The following information shall be considered "Confidential Information" (i) The Materials; (ii) any materials, communications, and information that are marked "confidential" or "proprietary" or, if disclosed orally, indicated as confidential at the time of disclosure; or (iii) any other information that is treated as confidential by the API Provider and would reasonably be understood to be confidential, whether or not so marked.

b) You will not copy, reproduce, publish, disclose, sell, assign, lease, sub-license, transfer, encumber or suffer to exist any lien or security interest on, nor allow any person or corporation to copy, reproduce or disclose, in whole or in part, the Confidential Information both during the time in which these Terms are in force and thereafter.

c) You shall treat the Confidential Information as strictly confidential during the time for which these Terms are in force and thereafter (to the extent permitted by law). You may only disclose Confidential Information when required to do so by applicable law but shall provide the API Provider reasonable prior notice, unless such applicable law does not allow any such notice. In case of such legally required disclosure and to the extent authorized by applicable law, you shall authorize the API Provider and assist the API Provider in pursuing any legal action necessary to preserve the confidentiality of Confidential Information

d) The obligations set out in respect of Confidential Information shall not apply to any information that you can demonstrate was: (i) already lawfully known to or independently developed by you prior to access to or use of the Confidential Information; (ii) received by you from any third party not subject to any confidentiality restrictions; and/or (iii) publicly and generally available, free of any confidentiality restrictions.

e) You shall restrict disclosure of Confidential Information to your employees and officers on a "need-to-know" basis and ensure that those in receipt of any Confidential Information are bound by written confidentiality obligations no less restrictive than those set out herein.

22. COMPETITIVE SERVICES.
You acknowledge that the API Provider may be developing and/or may in the future develop products or services that may compete with you or other API clients, or any of your products and services.

23. MATERIALS ACCESSIBLE THROUGH OUR APIs

a) You acknowledge that the API Provider may remove, edit or otherwise modify the Materials or any portion or feature of the Materials or accessible through the Materials or suspend, restrict or terminate your access to any or all of the Materials for any or no reason and at any time without liability or other obligation to you.

b) You acknowledge that the API Provider may restrict your ability to access and use the Materials for your Applications, or the ability for your Applications or the users of such Applications to access the Materials in certain markets, in our sole discretion.

24. PUBLICITY.
You will not make any statement regarding your use of the Materials yourself, your affiliates, any or all Applications or any third parties which suggests agency, partnership with, sponsorship by, or any form of endorsement by the API Provider without our prior written approval.

25. PROMOTIONAL AND MARKETING USE.
In the course of promoting, marketing, or demonstrating the APIs you are using and our associated products, the API Provider may produce and distribute incidental depictions, including screenshots, video, or other content from your Application, and may use your company or Application or product name or logo. You grant the API Provider all necessary rights for the above purposes.

26. TERMINATION

a) You have the right to stop using our APIs at any time without prior notice to us. You may cancel your paid subscription to the Materials by accessing the self-service section of the portal. Upon your cancellation you must cease use of the Materials at the end of your subscription term.

b) The API Provider reserves the right to terminate your account or a portion thereof, or to disable or change any user name or password at any time in its sole discretion for any or no reason, including if, in its opinion, you have violated any provision of these Terms of Use, without liability or other obligation to you.

c) The API Provider will not be liable to you or any third party as a result of the termination of the Terms or your access to the Materials or for any actions taken by the API Provider pursuant to these Terms as a result of such termination.

d) Upon any termination of the Terms or discontinuation of your access to an API for any reason including termination of your account, you will immediately stop using the API and delete any cached or stored Materials that was permitted.

27. SURVIVING PROVISIONS.
In the event that your subscription to the Materials is cancelled by you or terminated by the API Provider, these Terms of Use will remain in full force and effect with respect to your past and future use of the Materials. Termination of these Terms or your access to the Materials does

not relieve you from your obligation to pay the API Provider any amounts owed to the API Provider. Any rights to your account terminate upon death.

28. TRANSFER

a) The API Provider may transfer our rights and obligations under the Terms to any third party.

b) You may only transfer any or all of your rights or your obligations under the Terms to a third party if the API Provider agrees to this in writing.

c) No third party has any rights under these Terms. The Terms govern the contractual relationship between you and the API Provider.

29. SEVERABILITY

a) If any provision in these Terms of Use shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. Further, you agree that such unenforceable provision may be replaced with an enforceable provision that most closely approximates the intent and economic effect of the unenforceable provision.

b) Section headings are for reference purposes only and do not define, limit, construe or describe the scope or extent of such section.

30. WAIVER. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

31. GOVERNING LAW. These Terms of Use are made under, and shall be governed by and construed under the laws of the State of New York, without giving effect to its laws, rules and principles concerning choice of law or conflicts of law, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

32. ARBITRATION AGREEMENT

a) If a dispute arises in connection with your use of the Materials, you and the API Provider agree to first attempt to resolve the dispute informally. Accordingly, in the event of a dispute, you and the API Provider agree to first contact each other via email with a description of the dispute and any proposed resolution. You will email ipoprosupport@renaissancecapital.com with your dispute and the API Provider will contact you via the email address it has on file for you. If a dispute cannot be resolved informally within 45 days in this manner, you and the API Provider agree, with the limited exceptions provided below, that the dispute will be submitted to final and binding arbitration as specified herein.

b) Any and all disputes, claims or controversies arising out of or relating to your use of the Materials, these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before a single arbitrator. In the case of a consumer dispute, claim or controversy arising out of or relating to your use of the Materials, these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy shall be determined by arbitration in your hometown area before a single arbitrator. If you are a consumer, you have the right to an in-person hearing.

c) The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration will be conducted by a single, neutral arbitrator. If you and the API Provider cannot agree on who the arbitrator will be, the arbitrator will be appointed pursuant to JAMS Rules, with the participation and involvement of you and the API Provider pursuant to JAMS Rule 15. The JAMS Rules are available on its website at www.jamsadr.com. The arbitrator must follow this Arbitration Agreement. There is NO JUDGE OR JURY in arbitration, and court review of an arbitration award is limited.

d) No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

e) This Arbitration Agreement shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

f) You and the API Provider each agrees to GIVE UP THE RIGHT TO SUE IN COURT for any dispute, claim or controversy relating to or arising out of these Terms of Use, Arbitration Agreement or the Materials, with the exception of: (i) you and the API Provider each retains the right to sue in small claims court for claims within the scope of such court's jurisdiction; and (ii) you and the API Provider each retains the right to bring suit in court against the other to enjoin infringement or other misuse of any intellectual property rights.

g) YOU AND THE API PROVIDER EACH AGREE TO WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING IN CONNECTION WITH ANY DISPUTE, CLAIM OR CONTROVERSY RELATING TO OR ARISING OUT OF THESE TERMS OF USE, ARBITRATION AGREEMENT OR USE OF THE MATERIALS. Unless the API Provider agrees, the arbitrator may not consolidate other persons' claims with yours, and may not otherwise preside over any form of a representative, multi-claimant or class proceeding.

h) You and the API Provider shall cooperate in good faith in the discovery or exchange of non-privileged information relevant to the dispute and in accordance with JAMS Rules.

i) Judgment on the award may be entered in any court having jurisdiction. The arbitrator can award the same damages and remedies that would otherwise be available under federal, state or local laws, including injunctive and declaratory relief or statutory damages. The arbitrator's award shall consist of a written statement stating the disposition of each claim. The award shall also provide a concise written statement of the essential findings and conclusions on which the award is based.

j) The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

k) This Arbitration Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules. The parties acknowledge that these Terms of Use evidence a transaction involving interstate commerce. Notwithstanding the provision herein with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

l) If any provision of this Arbitration Agreement is determined to be unenforceable, then such provision shall be limited or eliminated only to the extent necessary, and the remaining provisions of this Arbitration Agreement shall otherwise remain in full force and effect.

m) This Arbitration Agreement shall survive termination of these Terms of Use.

33. ENTIRE AGREEMENT. These Terms of Use constitute the entire and only agreement between you and the API Provider and supersede all prior discussions, documents and agreements. No modifications may be made except in writing signed by you and the API Provider.

34. PORTAL LOCATION. For the purpose of these Terms, the API Portal means the website located at developers.RenaissanceCapital.com and its subdomains together with the information, API Documentation, APIs and Data Files made available at the API Provider's discretion through this portal.

35. CONTACT AND NOTICES

a) You can find more information regarding the Materials on the Support page and may contact the API Provider through such Support page should you wish to contact the API Provider in relation to the Materials or the Terms.

b) You agree that any notices the API Provider may be required by applicable law to send to you will be effective upon the API Provider's sending an email to the email address you have on file with the API Provider or publishing such notices on the API Portal site. You agree that all agreements, notices, disclosures and other communications that the API Provider provides to you electronically satisfy any legal requirement that such communications be in writing. Any legal notices to the API Provider must be addressed to Renaissance Capital LLC, 100 First Stamford Place, Suite 403, Stamford, CT 06902.

October 23, 2023