



# Gateway Data Terms and Conditions

Last Updated: February 19, 2026

This Terms and Conditions (the “**Terms**”) are entered into between the entity that has executed an order form that references and incorporates these Terms by reference (“**Order**”) or who has been named as the licensee upon registration of an account online at <https://www.gatewaydata.io/> (“**Licensee**,” “**you**,” or “**your**”) and Aluum LLC d/b/a Gateway Data (“**Gateway**,” “**we**,” “**us**,” or “**our**”), and governs your access to and use of our the **Services** described on such Order or ordered through the Gateway website. These Terms and the Order, constitute the complete understanding between the parties on the subject matter herein (“**Agreement**”) and is effective on the earlier of: (a) the date that the Order is fully executed by the parties (where applicable), or (b) Licensee’s initial access to and use of the Platform (“**Effective Date**”).

By entering into an Order and/or otherwise accessing or using any part of our Platform or agreeing to these Terms (including via clickthrough acceptance), you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you are an individual who is registering an account on behalf of Licensee, you represent that you have the authority to bind such entity to this Agreement. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not access or use the Platform or Services. Please note that these Terms are subject to change by Gateway in its discretion at any time. When changes are made, Gateway will make a copy of the updated Terms available to Licensee via email or at Gateway website and update the “Last Updated” date at the top of these Terms. If Gateway makes material changes to these Terms, Gateway will provide written notice of such material changes and attempt to notify Licensee by sending an email notice to Licensee. Any changes to the Terms will be effective upon the earlier of (a) thirty (30) days after the “Last Updated” date at the top of these Terms, or (b) Licensee’s consent to and acceptance of the updated Terms if Gateway provides a mechanism for Licensee’s immediate acceptance in a specified manner (e.g., clickthrough acceptance), which Gateway may require before further access to and use of the Platform or Services is permitted.

## 1. Definitions

“**Licensee Data**” means any information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or an Authorized User through the use of the Platform or Services for the purpose of linking, enrichment or analysis.

“**Documentation**” means Gateway-provided user documentation, in all forms, relating to the Services and Platform in hard copy or electronic form (e.g. user manuals and online help files).

“**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

“**Law(s)**” means with respect to any party, in each case to the extent applicable to such party, its property, the Services or in connection with this Agreement, any federal, national, provincial, state,



county, municipal or local law, ordinance, statute, rule, regulation, code, policy, notice, treaty, judgment, executive order, decree, injunction, permit, issuance or other determination or finding of any governmental authority which is legally enforceable by a governmental entity.

“**Order Term**” means the term length specified in the applicable Order.

“**Platform**” means Gateway’s alumni intelligence platform built for Athletic Departments to own outreach on their own terms. “Platform” includes all new versions updates, revisions, improvements and any associated user interfaces and related technology that Gateway makes available pursuant to this Agreement.

“**Services**” means Gateway’s: (1) provision of access to the Platform; and (2) any other services set forth in the Order.

## **2. Eligibility**

The Services are intended for use by authorized representatives of businesses and organizations. By accessing the Services, you represent and warrant that:

- a) You are at least eighteen (18) years of age;
- b) You have the legal capacity and authority to enter into this Agreement;
- c) You are accessing the Services on behalf of a legitimate business or organization;
- d) Your use of the Services will comply with all applicable laws and regulations; and
- e) You have not previously been suspended or removed from the Services.

## **3. Account Registration and Security**

### **3.1 Account Creation**

To access the Platform and Services, you must create an enterprise account with Gateway by providing accurate, current, and complete information during the registration process. You agree to update such information as necessary to keep it accurate, current, and complete. Licensee’s enterprise account may have multiple Authorized User accounts associated with it. User accounts may only be accessed and used by one Authorized User, and may not be shared with any person other than the Authorized User to which the user account was provisioned.

### **3.2 Account Credentials**

You are responsible for safeguarding your account credentials, including your username and password. You agree not to share your account credentials with any unauthorized person and to take reasonable steps to prevent unauthorized access to your account. As between Gateway and Licensee, Licensee is responsible for each Authorized User maintaining the confidentiality of any access credentials for the user account of such Authorized User.

### **3.3 Account Responsibility**



You are responsible for all activities that occur under your account, whether or not you have authorized such activities. Licensee will be responsible for the acts or omissions of any Authorized Users in their access to and use of the Services and any breach by an Authorized User of the terms of this Agreement will constitute a breach by Licensee of this Agreement. You agree to immediately notify Gateway at [hello@gatewaydata.io](mailto:hello@gatewaydata.io) of any unauthorized use of your account or any other breach of security. Gateway will not be liable for any loss or damage arising from your failure to comply with this security obligation.

## **4. Access to the Platform**

### **4.1 License to the Platform**

Subject to and conditioned on Licensee's payment of Fees and compliance with all the terms and conditions of this Agreement, Gateway grants to Licensee a non-exclusive, non-transferable license during the term, solely for use by Authorized Users in accordance with the terms and conditions herein, (a) to access and use the tools, features, and functions of the Platform as required for use of the Services and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Licensee's use of the Services. Such use is limited to Licensee's internal business use.

### **4.2 Availability**

Gateway will use commercially reasonable efforts to make the Services available on a continuous basis. However, the Services may be temporarily unavailable due to scheduled maintenance, system updates, or circumstances beyond our reasonable control. Gateway does not guarantee uninterrupted, error-free, or secure access to the Services.

### **4.3 Modifications to the Services**

Gateway reserves the right to modify, update, suspend, or discontinue any part of the Services at any time, with or without notice. Gateway will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

### **4.4 System Requirements**

You are responsible for ensuring that your hardware, software, and internet connection meet any minimum requirements necessary to access and use the Services. Gateway is not responsible for any inability to access the Services resulting from your equipment or connectivity.

## **5. Acceptable Use Policy**

You agree to use the Services only for lawful purposes and in accordance with this Agreement. In addition to the Prohibited Uses described in Section 7.4, you will not, and will not permit any Authorized User or other party to:

- a) Modify, adapt, alter or translate the Platform or Documentation, except as expressly allowed herein

- b) Sublicense, lease, rent, loan, distribute, or otherwise transfer the Platform or Documentation to any third party;
- c) Reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform;
- d) Use the Services in any manner that could disable, overburden, damage, or impair the platform or interfere with any other party's use of the Services;
- e) Use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission;
- f) Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- g) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are hosted, or any server, computer, or database connected to the Services;
- h) Impersonate or attempt to impersonate Gateway, a Gateway employee, another user, or any other person or entity;
- i) Use the Services to transmit, distribute, or store material that is defamatory, obscene, threatening, or otherwise unlawful; or
- j) Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by Gateway, may harm Gateway or users of the Services.

## 6. Third-Party Links and Services

The Services may contain links to third-party websites, services, or resources that are not owned or controlled by Gateway. Gateway has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that Gateway shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

## 7. Data License and Usage Rights

### 7.1 Licensed Data

As part of the Platform, Gateway provides Licensee with the ability to access, view, search, filter, and export contact records containing alumni contact information and consumer data (collectively, the "**Licensed Data**"). The Licensed Data, including any such data licensed by Gateway from third-party data providers ("**Data Providers**"), remains the sole and exclusive property of Gateway. Gateway currently uses People Data Labs ("**PDL**") as its Data Provider, and Licensee agrees to be bound by PDL's Acceptable Data Use Policy (currently accessible at <https://privacy.peopledatalabs.com/policies?name=acceptable-data-use-policy>) ("**ADUP**") at all times during the term of this Agreement.

### 7.2 Limited License

Subject to your compliance with this Agreement and payment of applicable fees, Gateway grants you a limited, non-exclusive, non-transferable, non-sublicensable license during the Order Term to access and use the Licensed Data solely for the permitted use cases described in Section 7.3.

### **7.3 Permitted Uses**

The Licensed Data is provided exclusively for the Licensee's alumni engagement activities, including but not limited to fundraising, event coordination, institutional and athletics communications, and other purposes consistent with the Licensee's mission. As a representative of a university, you represent and warrant that you have a pre-existing relationship with the alumni of your university, and you will use the Licensed Data solely for legitimate interest purposes. Other lawful business purposes include:

- Identity resolution and verification
- Linking and enriching the Licensee Data
- Market research and segmentation analysis
- Developing customer personas and profiles
- Building marketing audiences
- Personalizing marketing campaigns and communications
- Uploading to your customer relationship management (CRM) systems
- Integrating with marketing automation platforms
- Other legitimate business intelligence and marketing purposes consistent with applicable law.

### **7.4 Prohibited Uses**

You expressly agree NOT to:

- a) Resell or redistribute the Licensed Data to any third party in any form, whether for compensation or otherwise;
- b) Use the Licensed Data for any illegal purpose or in violation of PDL's ADUP, any applicable laws, regulations, or third-party rights, including but not limited to: violations of anti-spam laws (CAN-SPAM, CASL, GDPR, etc.); violations of telemarketing laws (TCPA, TSR, etc.); violations of data protection and privacy laws; fraud, identity theft, or impersonation; harassment, stalking, or threatening behavior; and discrimination based on protected characteristics;
- c) Scrape, harvest, or extract Licensed Data through automated means beyond the export functionality provided within the Services;
- d) Reverse engineer, decompile, or disassemble any aspect of the Services or attempt to discover any source code or underlying algorithms;
- e) Interfere with or disrupt the integrity or performance of the Services or attempt to gain unauthorized access to related systems or networks;
- f) Remove, obscure, or alter any proprietary notices or labels on or within the Services or Licensed Data;

- g) Use the Licensed Data to create a competing product or service (including, without limitation, a product competing with People Data Labs' products or services) or create a substitute database;
- h) Share your account credentials with unauthorized users or permit access to the Services by anyone other than authorized users under your subscription; or
- i) Use the Licensed Data in any manner that violates the rights of individuals whose information is contained in the Licensed Data, including privacy rights and rights under applicable data protection laws.

## 7.5 Compliance with Laws

You are solely responsible for ensuring that your use of the Licensed Data complies with all applicable laws, regulations, and industry standards, including but not limited to:

- The Telephone Consumer Protection Act (TCPA)
- The CAN-SPAM Act
- Canada's Anti-Spam Legislation (CASL)
- General Data Protection Regulation (GDPR)
- California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRCA)
- Fair Credit Reporting Act (FCRA)
- State data broker registration laws
- All other applicable privacy and data protection laws

You acknowledge that Gateway does not provide legal advice regarding compliance with these laws, and you should consult with your own legal counsel.

## 7.6 Data Security

You will employ appropriate and at least industry standard practices to protect the security of all Licensed Data, and notify Gateway within seventy-two (72) hours after becoming aware that any Security Incident has occurred. "**Security Incident**" means any unauthorized access, use or disclosure of the Licensed Data.

## 8. Disclaimer of Warranties

### 8.1 "As Is"

LICENSEE AGREES TO ASSUME ALL RISKS FROM USE OF THE LICENSED DATA, AN ACKNOWLEDGES THAT THE LICENSED DATA IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. While Gateway makes commercially reasonable efforts to maintain accurate and current Licensed Data, we do not warrant that:

- a) The Licensed Data will be error-free, complete, or current;
- b) The Licensed Data will meet your specific requirements or expectations;
- c) Any errors in the Licensed Data will be corrected; or
- d) The Services will be uninterrupted or available at all times.

## **8.2 Data Verification**

You are solely responsible for verifying the accuracy and suitability of the Licensed Data for your intended purposes before using Licensed Data. Gateway strongly recommends that you independently verify any Data before using it for important business decisions or communications.

## **8.3 Disclaimers**

GATEWAY MAKES NO WARRANTIES HEREUNDER TO ANY PARTY OTHER THAN LICENSEE. LICENSEE BEARS ALL RESPONSIBILITY ARISING FROM ANY RELIANCE UPON LICENSED CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GATEWAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT.

LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT ACCESS TO AND USE OF THE PLATFORM AND/OR SERVICES DEPENDS IN PART ON ACCESS TO DATA PROVIDED BY THIRD-PARTY SOURCES, INCLUDING, WITHOUT LIMITATION, PDL AND ANY OTHER DATA PROVIDERS (“**THIRD PARTY DATA**”). THE PARTIES ACKNOWLEDGE AND AGREE THAT THIRD PARTY DATA MAY BE DERIVED FROM HISTORICAL DATA THAT MAY BE OUTDATED AND NO LONGER ACCURATE AT THE TIME OF USE. GATEWAY IS NOT RESPONSIBLE FOR THE ACCURACY, QUALITY, CURRENCY, OR COMPLETENESS OF THE THIRD PARTY DATA AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE THIRD PARTY DATA. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ACCURACY OF THE OUTPUTS ARE DEPENDENT, IN PART, ON THE ACCURACY AND COMPLETENESS OF THE THIRD PARTY DATA. IN ADDITION, GATEWAY CANNOT GUARANTEE THE THIRD PARTY DATA WILL ALWAYS BE AVAILABLE. IF A SOURCE OF THIRD PARTY DATA BECOMES UNAVAILABLE OR GATEWAY’S ACCESS TO SUCH SOURCE IS TERMINATED BY THE THIRD-PARTY DATA PROVIDER, THEN THE THIRD PARTY DATA WILL NO LONGER BE AVAILABLE TO BE ANALYZED AND THE OUTPUTS WILL BE AFFECTED ACCORDINGLY.

## **9. Intellectual Property Rights**

### **9.1 Gateway Intellectual Property**

As between Gateway and Licensee, the Services, Platform, Licensed Data, Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Gateway and its suppliers. Except as expressly set forth herein, this Agreement does not grant you any express or implied license, or ownership rights of any kind, to the Services, Platform, Licensed Data or Documentation.

### **9.2 Licensee Data**

Licensee is solely responsible for any and all obligations with respect to the accuracy, quality, completeness, and legality of Licensee Data. Licensee will obtain all third-party licenses, consents and permissions needed for Gateway to use the Licensee Data to provide the Services. Without limiting the foregoing, Licensee will be solely responsible for obtaining from third parties all necessary rights for Gateway to use the Licensee Data submitted by or on behalf of Licensee for the purposes set forth in this Agreement. Licensee grants Gateway a non-exclusive, worldwide, royalty-free and fully paid license during the Order Term to use the Licensee Data as necessary for purposes



of providing and/or improving the Services. The Licensee Data hosted by Gateway as part of the Services, and all worldwide Intellectual Property Rights in and to the foregoing, are the exclusive property of Licensee.

### **9.3 Feedback**

If you or any Authorized User provide Gateway with any comments, feedback, questions, suggestions, or ideas regarding the Services (“**Feedback**”), you grant Gateway a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Services without any obligation to you. Gateway is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Gateway is not required to use any Feedback.

## **10. Confidentiality**

### **10.1 Confidential Information**

During the term of this Agreement, each party (the “**Disclosing Party**”) may provide the other party (the “**Receiving Party**”) with certain information regarding the Disclosing Party’s business, technology, products, or services or other confidential or proprietary information (collectively, “**Confidential Information**”). The Disclosing Party will mark all Confidential Information in tangible form as “confidential” or “proprietary” or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the Platform, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Gateway.

### **10.2 Protection of Confidential Information**

The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Licensee) or to those employees or subcontractors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Gateway). In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

### **10.3 Exceptions**

The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully



provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

## **11. Payment Terms**

### **11.1 Subscription Plans; Fees**

The Services are offered on a subscription basis with monthly, quarterly or annual billing cycles. Specific pricing, features, and data access limits for each subscription tier are governed by the terms set forth in the Order. Licensee shall pay to Gateway, without offset or deduction, the fees and expenses as determined under any Orders or listed on Gateway's pricing page ("Fees") in accordance with the payment terms set forth in Section 11.2 (Payment Terms) below.

### **11.2 Payment**

Except as otherwise set forth on an Order, payment of the Fees is due and payable in advance for each billing cycle. By providing Gateway with credit card information, you agree that Gateway is authorized to charge your designated payment method at the beginning of each billing cycle for all Fees due and payable to Gateway, and that no additional notice or consent is required. All fees are non-refundable except as expressly stated in this Agreement or required by applicable law.

### **11.3 Price Changes**

Gateway reserves the right to increase the Fees under each Order following the Initial Order Term, and each Renewal Order Term thereafter, but must provide notification of such increases at least thirty (30) days prior to the end of the Initial Order Term or the then-current Renewal Order Term.

### **11.4 Taxes**

All Fees are exclusive of applicable federal, state, local, or foreign taxes, levies, or duties. You are responsible for payment of all such taxes, except for taxes based on Gateway's net income.

### **11.5 Suspension; Late Payment**

If any Licensee payment is more than thirty (30) days past due, Gateway may suspend access to the Services until payment is received in full, and Gateway reserves the right to charge interest on overdue amounts at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower.

## **12. Term and Termination**

## 12.1 Term

This term of this Agreement commences on the Effective Date and will continue for one (1) year (“**Initial Term**”), unless earlier terminated in accordance with the Agreement. Thereafter, the Initial Term will automatically renew for additional terms of one (1) year (each, a “**Renewal Term**”), unless either party gives written notice of non-renewal to the other party no later than ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.

## 12.2 Termination

Either party may terminate this Agreement or any Order immediately upon notice to the other party if the other party materially breaches this Agreement or the applicable Order, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach. Gateway may terminate this Agreement for any reason upon thirty (30) days’ prior written notice to Licensee.

Gateway may also suspend or terminate your access to the Services immediately, without prior notice or liability, for any reason, including but not limited to:

- a) Your breach of this Agreement;
- b) Your use of the Services in a manner that violates applicable law;
- c) Non-payment of fees;
- d) Fraudulent, abusive, or illegal activity; or
- e) At Gateway’s sole discretion for any business reason.

## 12.3 Effect of Termination

Expiration or termination of this Agreement will automatically terminate all active Orders, but termination of a single Order will not result in termination of this Agreement or any other Orders.

Upon expiration or termination of this Agreement:

- a) Your right to access and use the Services will immediately cease;
- b) You must immediately cease all use of the Licensed Data and destroy or return any copies of Licensed Data in your possession;
- c) Any fees owed for Services provided prior to termination remain due and payable; and
- d) Sections 4 (Acceptable Use Policy), 7.4 (Prohibited Uses), 8 (Disclaimer of Warranties), 9 (Intellectual Property Rights), 10 (Confidentiality), 12.3 (Effect of Termination), 13 (Limitation of Liability), 14 (Indemnification), and 16 (General Provisions) will survive termination.

## 13. Limitation of Liability

### 13.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GATEWAY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR



USE OF OR INABILITY TO USE THE SERVICES, EVEN IF GATEWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **13.2 Cap on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GATEWAY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED DOLLARS (\$100) OR (B) THE TOTAL AMOUNT YOU PAID TO GATEWAY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **13.3 Basis of the Bargain**

You acknowledge that the limitations and exclusions of liability set forth in this Section reflect a reasonable allocation of risk between you and Gateway and that these limitations are an essential basis of Gateway's agreement to provide the Services at the pricing offered.

## **14. Indemnification**

### **14.1 By Gateway**

Gateway will indemnify and hold harmless, at its own expense, Licensee from and against any and all threatened third-party claim, proceeding, or suit (each, a "**Claim**"), and pay all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys' fees), arising out of or relating to an allegation that the Platform, when used by Licensee as authorized herein, infringes or misappropriates a third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Platform becomes, or in Gateway's opinion is likely to become, the subject of a claim of infringement, Gateway may, at Gateway's option: (a) procure for Licensee the right to continue using the Platform; (b) replace the Platform (or infringing component) with non-infringing software or services which do not materially impair the functionality of the Platform; (c) modify the Platform so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid fees for the remainder of the term then in effect, and upon such termination, Licensee will immediately cease all use of the Platform and other Services. Notwithstanding the foregoing, Gateway will have no obligation under this section or otherwise with respect to any infringement claim based upon (i) Third-Party Data, (ii) any use of the Platform not in accordance with this Agreement or as specified in the Documentation; (iii) any use of the Platform in combination with other products, equipment, software or data not supplied by Gateway; or (iv) any modification of the Platform by any person other than Gateway or its authorized agents. This section states the sole and exclusive remedy of Licensee and the entire liability of Gateway, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

### **14.2 By Licensee**

Licensee agrees to indemnify and hold harmless Gateway, its affiliates, and their respective officers, directors, employees, agents, and licensors from and against any and all Claims, and pay all liabilities, damages, losses, costs, and other expenses (including reasonable attorneys' fees) arising from: (i) your use or misuse of the Licensed Data in violation of Section 7.4 (Prohibited Uses); or (ii)



Licensee's breach or alleged breach of Sections 5 (Acceptable Use Policy) and/or 9.2 (Licensee Data).

### **14.3 Procedure**

The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnifying party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. The indemnified party shall not agree to settle any such claim without the indemnifying party's express prior written consent. The indemnified party may participate in the defense of the Claim at its own expense and with counsel of its own choosing, but the indemnifying party will have sole control over the defense of the Claim.

## **15. Communications and Notices**

### **15.1 Electronic Communications**

By creating an account, you consent to receive electronic communications from Gateway, including service announcements, administrative messages, and updates to this Agreement. These communications are part of your relationship with Gateway and you may not opt out of receiving them while maintaining an active account.

### **15.2 Marketing Communications**

With your consent, Gateway may send you marketing communications about products, services, and events. You may opt out of marketing communications at any time by following the unsubscribe instructions in such communications or by contacting us at [hello@gatewaydata.io](mailto:hello@gatewaydata.io).

## **16. General Provisions**

### **16.1 Entire Agreement**

This Agreement, together with any Order, constitute the entire agreement between you and Gateway regarding the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral.

### **16.2 Notices**

**All notices required or permitted under this agreement must be delivered in writing, if to Slateo, by emailing [hello@gatewaydata.io](mailto:hello@gatewaydata.io), and if to Licensee, by emailing the e-mail address set forth in the applicable Order or the e-mail address included within an Licensee's account profile on the Platform, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the signature page of this Agreement by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized**



**express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.**

### **16.3 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law provisions. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Scottsdale, Arizona, and you hereby consent to personal jurisdiction and venue therein.

### **16.4 Dispute Resolution**

Any dispute arising out of or relating to this Agreement or the Services shall first be subject to good faith negotiations between the parties. If the dispute cannot be resolved through negotiation within thirty (30) days, either party may pursue available legal remedies.

### **16.5 Waiver**

No waiver of any term or condition of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Gateway's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

### **16.6 Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

### **16.7 Assignment**

You may not assign or transfer this Agreement or any rights or obligations hereunder without Gateway's prior written consent. Gateway may assign this Agreement or any rights or obligations hereunder without restriction. Any attempted assignment in violation of this Section shall be void.

### **16.8 No Third-Party Beneficiaries**

This Agreement is for the sole benefit of the parties and does not create any third-party beneficiary rights.

### **16.9 Force Majeure**

Gateway shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

### **16.10 Export Compliance**

You agree to comply with all applicable export and import control laws and regulations in your use of the Services and Licensed Data. You represent that you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services.



### **16.11 U.S. Government Rights**

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