SYYCLOPS, INC.
TERMS OF SERVICE

Last Updated: February 13, 2026

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES. THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE (SECTION 23.2), A CLASS ACTION WAIVER (SECTION 23.2), AND A LIMITATION OF LIABILITY (SECTION 19).

1. Acceptance of Terms

These Terms of Service ("TOS") constitute a legally binding agreement between you and Syyclops, Inc., a Delaware corporation, principal place of business at Washington, DC ("Syyclops," "we," "our," or "us"). The TOS apply to the website at syyclops.com (the "Site"), the Syyclops digital twin platform, and all related applications, tools, APIs, and services (collectively, the "Services").

If you use the Services on behalf of an organization, you represent and warrant that you have authority to bind that organization. These TOS are effective as of the date you first access the Services, including in any trial, pilot, or evaluation capacity. In the event of conflict between these TOS and a signed Master Subscription Agreement ("MSA") or Order Form, the MSA or Order Form shall control.

2. Definitions

"AI Features" means any artificial intelligence, machine learning, large language model, or other algorithmic analysis functionality incorporated into or accessible through the Services, including features powered by third-party AI providers.

"AI Outputs" means any analytics, recommendations, predictions, insights, reports, visualizations, or other content generated or produced by AI Features.

"Authorized Partner" means any Syyclops distributor, reseller, or business partner authorized in writing to sell or distribute access to the Services.

"Authorized User" means an individual granted access by a Subscriber, including employees, contractors, and Managing Parties.

"Confidential Information" means any information considered proprietary or confidential by either Party, including research, inventions, processes, specifications, source code, customer information, personally identifiable information, pricing, business plans, and financial information.

"Service Data" means any data, files, text, images, building models, equipment data, sensor readings, telemetry, or other materials uploaded, submitted, or stored within the Services by or on behalf of a Subscriber. Service Data includes building information models (BIM), CAD files, maintenance records, IoT/BAS telemetry, and work orders.

"Documentation" means user guides, technical specifications, and other explanatory materials made available by Syyclops.

"High Risk System" means any device or system where it is reasonably foreseeable that failure could lead directly to death, personal injury, or catastrophic property or environmental damage, including critical infrastructure controls, life support devices, nuclear facilities, weapons systems, aircraft navigation, emergency systems, and medical devices.

"Managing Party" means a third party engaged by Subscriber to manage IT services on Subscriber's behalf.

"Personal Data" means any information relating to an identified or identifiable natural person, as defined by applicable data protection laws.

"Subscriber" or "Customer" means the organization or individual that has purchased a subscription.

"Usage Data" means metrics and information regarding use of the Services that does not include Service Data.

3. Description of Services

The Services consist of a cloud-based digital twin platform with integrated AI Features for facility management, building modeling, asset tracking, and operational analytics. The Services include the platform, dashboards, APIs, integrations, Documentation, and any Updates and Upgrades.

3.1. Updates and Upgrades. Syyclops may release Updates (content updates, policy updates, database updates) and Upgrades (improvements to the software) as part of your subscription at no additional charge. Syyclops determines the timing, scope, and nature of all Updates and Upgrades in its sole discretion.

3.2. Modifications. Syyclops reserves the right to modify features and functionality. For modifications expected to have a material adverse effect, Syyclops will provide at least thirty (30) days' prior written notice. If such a modification results in a demonstrable material adverse effect on Subscriber's business, Subscriber may provide written notice within ten (10) days. Syyclops will then have ninety (90) days to address the issue, failing which Subscriber may terminate the affected Service as its sole and exclusive remedy.

4. Accounts and Registration

4.1. Eligibility. You must be at least 18 years of age, legally able to enter binding contracts, and not previously barred from the Services.

4.2. Account Information. You agree to provide accurate, current, and complete registration information and maintain it promptly. Syyclops may suspend or terminate accounts with inaccurate or incomplete information.

4.3. Account Security. Each Authorized User will be assigned unique credentials. Credentials shall not be shared. Subscribers are responsible for all activity under their accounts and must promptly notify Syyclops at security@syyclops.com of any unauthorized access. Syyclops is not liable for losses arising from unauthorized access caused by Subscriber's failure to safeguard credentials.

4.4. Managing Parties. Managing Parties shall use the Services solely for the Subscriber's internal operations. Subscriber is responsible and fully liable for each Managing Party's compliance.

5. License and Restrictions

5.1. License Grant. Subject to compliance with these TOS and payment of applicable Fees, Syyclops grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services solely for your internal business operations during the subscription term.

5.2. Prohibited Uses. You and your Authorized Users shall not:

(a) Frame, distribute, resell, or permit unauthorized third-party access to the Services;
(b) Use the Services in violation of any applicable law, regulation, or third-party rights;
(c) Interfere with or disrupt the Services or any other user's access;
(d) Reverse engineer, decompile, disassemble, or attempt to discover source code, algorithms, or underlying structure;
(e) Copy, reproduce, or exploit the Services for commercial purposes without express written consent;
(f) Upload defamatory, harassing, discriminatory, infringing, or unlawful content;
(g) Upload viruses, worms, malware, or other destructive code;
(h) Use robots, spiders, data scraping, or similar automated extraction tools;
(i) Use the Services in connection with any High Risk System without Syyclops's prior written authorization;
(j) Use meta tags, hidden text, or other techniques utilizing Syyclops's trademarks without consent;
(k) Attempt to gain unauthorized access to any systems or networks connected to the Services;
(l) Use AI Features or AI Outputs to develop competing products or services; or
(m) Systematically extract, download, or cache AI Outputs for purposes of training third-party AI models.

6. Artificial Intelligence

6.1. AI Features. The Services incorporate AI Features including analytics, natural language processing, anomaly detection, predictive maintenance, and other algorithmic capabilities. The specific AI Features available may vary by subscription tier and are described in the Documentation.

6.2. Third-Party AI Providers. Certain AI Features are powered by third-party AI providers (which may include OpenAI, Anthropic, Google, or others as updated from time to time). When data is processed by third-party AI providers: (a) Syyclops shares only the minimum data necessary; (b) inputs are anonymized and de-identified where technically feasible; (c) providers are contractually prohibited from using Subscriber data beyond delivering the requested service; and (d) providers process data under their own terms and policies. Syyclops is not responsible for the acts, omissions, availability, or performance of third-party AI providers beyond exercising commercially reasonable care in selecting and monitoring such providers.

6.3. AI Model Training. Syyclops may use de-identified and aggregated Service Data and Usage Data to train, improve, and develop AI models. Such data is processed so that it cannot reasonably identify any individual Subscriber, User, or data subject. Syyclops will not use identifiable Service Data to train AI models without the Subscriber's prior written consent. Subscribers may opt out of all AI processing (including de-identified/aggregated use) by written request to privacy@syyclops.com; opting out may limit or disable certain AI-powered features.

6.4. AI Output Disclaimer. AI OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR INFORMATIONAL PURPOSES ONLY. SYYCLOPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. AI FEATURES ARE TOOLS TO ASSIST HUMAN DECISION-MAKING AND DO NOT REPLACE PROFESSIONAL ENGINEERING JUDGMENT, BUILDING CODE COMPLIANCE ANALYSIS, LIFE SAFETY ASSESSMENTS, OR QUALIFIED EXPERT EVALUATION. SUBSCRIBER IS SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL AI OUTPUTS BEFORE RELYING ON THEM FOR ANY OPERATIONAL, MAINTENANCE, SAFETY, DESIGN, OR COMPLIANCE DECISIONS. SYYCLOPS DISCLAIMS ALL LIABILITY FOR DECISIONS MADE, ACTIONS TAKEN, OR LOSSES INCURRED BASED ON AI OUTPUTS, AND SUBSCRIBER AGREES TO INDEMNIFY SYYCLOPS AGAINST ANY CLAIMS ARISING FROM SUBSCRIBER'S RELIANCE ON AI OUTPUTS WITHOUT INDEPENDENT VERIFICATION.

6.5. AI Intellectual Property. As between the Parties, Subscriber retains ownership of its inputs to AI Features (which constitute Service Data). AI Outputs generated through the Services may incorporate elements of Syyclops's proprietary models, algorithms, and methods. To the extent AI Outputs contain novel content not derived from Subscriber's Service Data, such content is provided under the license in Section 5.1 and does not convey ownership rights. Syyclops retains all rights in its AI models, algorithms, weights, and methods.

6.6. Responsible AI. Syyclops is committed to the responsible development and deployment of AI. Syyclops's AI governance practices include: (a) regular review of AI model performance and bias; (b) human oversight of high-impact AI processes; (c) transparency about AI capabilities and limitations; and (d) alignment with the NIST AI Risk Management Framework. Syyclops's Responsible AI practices are described at syyclops.com/responsible-ai and may be updated from time to time.

7. Fees and Payment

7.1. Subscription Fees. Fees are based on building size, data usage, integrated software, and number of users, as specified in the applicable agreement. Fees are subject to change upon reasonable advance notice.

7.2. Payment Terms. Unless otherwise specified, payment is due within thirty (30) days of invoice. Supplementary fees for additional services require written agreement.

7.3. Late Payment. Invoices not paid within thirty (30) days accrue interest at 1.5% per month (or the maximum rate permitted by law). Failure to dispute within five (5) business days constitutes acceptance. Syyclops may suspend access if payment is outstanding for more than sixty (60) days.

7.4. Taxes. Fees exclude taxes, duties, and levies. Subscriber is responsible for all applicable taxes except taxes on Syyclops's income.

7.5. Collection. Syyclops may collect all reasonable costs and attorneys' fees incurred in enforcing payment obligations.

8. Confidentiality

8.1. Obligations. Each Party agrees to maintain confidentiality and not disclose, duplicate, publish, or transfer the other Party's Confidential Information without prior written consent.

8.2. Exceptions. Information that: (a) is publicly available through no fault of the Receiving Party; (b) was independently developed; (c) was rightfully received from a third party; or (d) was already known.

8.3. Compelled Disclosure. Disclosure as required by law, with prior notice where permitted and reasonable efforts to limit disclosure.

9. Data Practices

9.1. Ownership. Subscriber retains all ownership rights to Service Data. Syyclops owns all Usage Data. As between the Parties, Syyclops owns all data derived from de-identification and aggregation of Service Data to the extent such derived data cannot reasonably be linked to Subscriber.

9.2. License to Service Data. Subscriber grants Syyclops a non-exclusive, royalty-free right during the subscription term to use Service Data to perform its obligations, including generating aggregate, anonymized reports.

9.3. Data Use. Syyclops will use Service Data and Personal Data only as described in the Privacy Policy and these TOS.

9.4. Data Safeguards. Syyclops will not sell, rent, or lease Service Data. Syyclops maintains commercially reasonable administrative, physical, and technical safeguards.

9.5. Sub-Processors. Syyclops may engage sub-processors bound by confidentiality and data protection obligations no less protective than these TOS. A current list is available at privacy@syyclops.com. At least thirty (30) days' notice before engaging a new sub-processor.

9.6. Data Processing Role. To the extent Syyclops processes Personal Data on behalf of Subscriber, Syyclops acts as processor and Subscriber as controller. Syyclops processes Personal Data only per Subscriber's documented instructions and applicable law. Personnel are subject to confidentiality obligations. Syyclops assists with data subject rights requests, taking into account the nature of processing. Subscriber is solely responsible for ensuring it has a lawful basis for processing Personal Data and for providing all required notices to data subjects.

10. Security

10.1. Security Controls. Syyclops implements commercially reasonable safeguards including: centralized IAM with MFA; encryption in transit (TLS 1.2+) and at rest (AES-256 or equivalent); network segmentation and vulnerability scanning; personnel background checks and training; and vendor risk assessments.

10.2. Incident Response. Syyclops maintains a documented incident response plan tested and updated at least annually.

10.3. Security Incident Notification. A "Security Incident" means any confirmed unauthorized access to, acquisition of, or disclosure of Service Data that compromises its security, confidentiality, or integrity. Syyclops will notify affected Subscribers within seventy-two (72) hours of confirmation. Notification includes (to the extent known): incident description and data affected; point of contact; likely consequences; and measures taken. Syyclops will provide reasonable updates. Notification is not an acknowledgment of fault or liability. Syyclops's notification obligation does not extend to incidents caused by Subscriber's systems, credentials, on-premise equipment, Authorized Users, or third-party services outside Syyclops's control.

10.4. Evidence Preservation. Syyclops preserves relevant logs and forensic evidence for at least twelve (12) months after a Security Incident.

10.5. Cooperation. Syyclops will cooperate with Subscriber's reasonable investigation requests and, upon request, provide a written post-incident summary. Subscriber acknowledges that post-incident summaries may be subject to legal privilege and Syyclops reserves the right to redact information to protect legal privilege, ongoing investigations, or the security of other Subscribers.

11. Service Levels

11.1. Availability. Syyclops will use commercially reasonable efforts to maintain the production Services at 99.5% monthly availability ("Uptime"), measured as the percentage of total minutes in a calendar month during which the Services are operational and accessible.

11.2. Exclusions. Downtime resulting from the following is excluded:

    (n) Scheduled maintenance (48 hours' notice; 72 hours if exceeding 4 hours);

    (o) Force majeure events (Section 20);
    (p) Subscriber's internet connectivity, equipment, on-premise devices, or software;
    (q) Actions or inactions of Subscriber or Authorized Users;
    (r) Third-party service outages (including cloud infrastructure, ISPs, and AI providers);
    (s) DNS, routing, or other issues outside Syyclops's hosting environment; and
    (t) Subscriber's failure to implement recommended configurations or updates.

11.3. Reporting. Syyclops will provide availability reports upon reasonable written request, no more frequently than quarterly.

11.4. Uptime Remedies. If the Services fail to meet the Uptime target for two (2) or more consecutive months, Subscriber may request a service credit equal to 5% of monthly Fees for each month missed, up to 15% of monthly Fees per quarter. Service credits are the sole and exclusive remedy for failure to meet the Uptime target, must be requested within thirty (30) days of the applicable month, and may not be carried forward or exchanged for cash.

12. Support

12.1. Standard Support. Syyclops provides support during business hours (Monday–Friday, 9:00 AM–6:00 PM ET, excluding U.S. federal holidays) via email at support@syyclops.com and through the in-platform help system.

12.2. Severity Levels and Response Times. Syyclops will use commercially reasonable efforts to respond to support requests within the following target timeframes:

Severity	Description	Target Response	Target Resolution
Critical	Services unavailable or major data loss	2 business hours	Continuous effort until resolved or workaround provided
High	Major feature degraded, no workaround	4 business hours	Next business day workaround; full fix within 5 business days
Medium	Feature impaired, workaround available	1 business day	Fix in next scheduled release
Low	Minor issue, cosmetic, or feature request	2 business days	Considered for future release

Response and resolution times are targets, not guarantees, and are measured during business hours only. Syyclops reserves the right to reclassify severity levels based on its reasonable assessment. Premium support tiers with enhanced response times may be available under a separate agreement.

13. Data Return and Deletion

13.1. Export Period. Upon termination or expiration, Syyclops will make Service Data available for export for thirty (30) days through the Services or via a mutually agreed method.

13.2. Deletion. Following the export period, Syyclops will delete Service Data from production systems within sixty (60) days. Written certification available upon request. Backup copies overwritten within one hundred eighty (180) days.

13.3. Legal Holds. Syyclops may retain data required by law, legal hold, or pending or anticipated litigation, isolated from further processing and with notice to Subscriber where permitted.

13.4. Subscriber Responsibility. Subscriber is solely responsible for exporting its Service Data during the export period. Syyclops has no obligation to maintain or provide access to Service Data after the export period expires.

14. Audit Rights

14.1. SOC 2 Report. Syyclops will obtain and maintain a SOC 2 Type II report (or equivalent). The report will be provided under NDA upon written request.

14.2. Additional Audit. If the SOC 2 report does not reasonably address a specific compliance concern, Subscriber may, at its sole expense and no more than once per twelve (12) months, engage a qualified third-party auditor, subject to: (a) thirty (30) days' notice; (b) business hours with minimal disruption; (c) auditor

NDA acceptable to Syyclops; (d) scope limited to controls relevant to Subscriber's Service Data; and (e) Subscriber bearing all costs including Syyclops's reasonable internal costs of facilitating the audit.

14.3. Remediation. If an audit reveals a material deficiency, Syyclops will prepare a remediation plan within thirty (30) days. The remediation plan and timeline shall be at Syyclops's reasonable discretion.

15. Digital Twin and IoT Provisions

15.1. Digital Twin Disclaimer. The Services create digital representations of physical building systems based on data provided by Subscriber. The accuracy, reliability, and utility of digital twin outputs depend entirely on the accuracy, completeness, and timeliness of Subscriber-provided data, including building information models, sensor feeds, maintenance records, and system configurations. Syyclops does not independently verify Subscriber data and assumes no responsibility for errors, omissions, or inaccuracies in Subscriber-provided data or any resulting digital twin outputs.

15.2. No Physical System Control. THE SERVICES DO NOT DIRECTLY CONTROL, OPERATE, OR MODIFY ANY PHYSICAL EQUIPMENT, HVAC SYSTEMS, ELECTRICAL SYSTEMS, PLUMBING, FIRE PROTECTION, ELEVATORS, BUILDING AUTOMATION SYSTEMS, OR OTHER BUILDING INFRASTRUCTURE. THE SERVICES PROVIDE INFORMATION AND ANALYTICS ONLY. ALL OPERATIONAL DECISIONS, MAINTENANCE ACTIONS, AND SAFETY DETERMINATIONS BASED ON INFORMATION FROM THE SERVICES ARE THE SOLE RESPONSIBILITY OF SUBSCRIBER AND ITS QUALIFIED PERSONNEL. SYYCLOPS DISCLAIMS ALL LIABILITY FOR ANY DAMAGE, INJURY, OR LOSS RESULTING FROM ACTIONS TAKEN OR OMITTED BASED ON DIGITAL TWIN OUTPUTS.

15.3. On-Premise Devices. Where the Services require installation of on-premise hardware (BACnet gateways, IoT collectors, edge devices), Subscriber is solely responsible for: (a) physical security; (b) network segmentation and access controls; (c) firmware updates per manufacturer recommendations; (d) ensuring compliance with Subscriber's own IT security policies; and (e) preventing unauthorized access through the device. Syyclops's responsibility begins at the point of secure data transmission from the device to the Services. Syyclops is not liable for data loss, corruption, or security incidents originating from Subscriber's on-premise environment.

15.4. Sensor Data Ownership. Raw sensor, telemetry, and IoT data transmitted from Subscriber's facilities constitutes Service Data and is owned by Subscriber. Syyclops may use de-identified and aggregated telemetry data per Sections 6.3 and 9.1.

15.5. Third-Party Integrations. The Services may integrate with third-party building automation systems, CMMS platforms, SSO providers, and IoT devices. Syyclops: (a) disclaims all warranties regarding third-party services; (b) disclaims all liabilities related to third-party services or integrations; and (c) makes no guarantees regarding the availability, accuracy, or functionality of third-party services. Subscriber is solely responsible for maintaining its agreements with third-party providers.

16. Intellectual Property

16.1. Syyclops IP. The Services, including all software, AI models, algorithms, methods, processes, user interfaces, Documentation, and derivatives thereof, are the exclusive property of Syyclops. Nothing in these TOS conveys ownership.

16.2. Feedback. If you provide suggestions or feedback, you grant Syyclops a fully paid-up, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, modify, incorporate, and commercialize such feedback without obligation.

16.3. Copyright Agent. Notice to: Syyclops, Inc., 5202 Sherier Pl NW, Washington, DC 20016, Attn: Copyright Agent, or accounting@syyclops.com.

17. Warranties and Disclaimers

17.1. Mutual Authority. Each Party represents it has validly entered into these TOS and has the legal power to do so.

17.2. Service Warranty. Syyclops warrants that during the subscription term: (a) the Services will perform materially in accordance with Documentation; (b) Syyclops will not materially diminish functionality; and (c) Syyclops will use commercially reasonable efforts to maintain security. Subscriber's sole remedy for breach

of this warranty is, at Syyclops's option: (i) correction of the non-conformity; or (ii) termination of the affected subscription and a pro-rata refund of prepaid Fees.

17.3. Disclaimers. EXCEPT AS SET FORTH IN SECTION 17.2, THE SERVICES, AI FEATURES, AI OUTPUTS, DIGITAL TWIN OUTPUTS, AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." SYYCLOPS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SYYCLOPS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR MALICIOUS CODE. SYYCLOPS DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY AI OUTPUTS, ANALYTICS, RECOMMENDATIONS, PREDICTIONS, OR DIGITAL TWIN REPRESENTATIONS. NO INFORMATION OR ADVICE OBTAINED FROM SYYCLOPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

17.4. High Risk Systems. THE SERVICES ARE NOT DESIGNED, DEVELOPED, TESTED, OR INTENDED FOR USE IN HIGH RISK SYSTEMS. SYYCLOPS SHALL HAVE NO RESPONSIBILITY FOR USE OF THE SERVICES IN HIGH RISK SYSTEMS, AND SUBSCRIBER WILL INDEMNIFY AND HOLD HARMLESS SYYCLOPS FROM ALL CLAIMS ARISING FROM SUCH USE.

18. Indemnification

18.1. By Syyclops. Syyclops will indemnify Subscriber from third-party claims alleging authorized use of the Services infringes a valid patent, copyright, trademark, or trade secret, provided: (a) prompt notification; (b) Syyclops has sole control of defense/settlement; and (c) Subscriber cooperates. Syyclops may procure the right to continue use, modify, or terminate and refund pro-rata. This states Syyclops's sole liability for IP claims.

18.2. By Subscriber. Subscriber will indemnify Syyclops from third-party claims: (a) arising from breach of these TOS; (b) alleging Service Data infringes third-party IP; (c) arising from use in a High Risk System; (d) arising from Subscriber's reliance on AI Outputs or digital twin outputs without independent verification; or (e) arising from Subscriber's on-premise devices, network, or integration configurations.

19. Limitation of Liability

19.1. Exclusion of Damages. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COST OF COVER, OR LOSS OF REVENUE, REGARDLESS OF CAUSE OR WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY. THIS EXCLUSION APPLIES TO ALL CLAIMS, INCLUDING THOSE RELATING TO AI OUTPUTS, DIGITAL TWIN OUTPUTS, BUILDING SYSTEM FAILURES, AND THIRD-PARTY INTEGRATIONS.

19.2. Aggregate Cap. EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND SUBSCRIBER'S PAYMENT OBLIGATIONS, EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THESE TOS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY SUBSCRIBER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

19.3. Basis of Bargain. THE LIMITATIONS IN THIS SECTION REFLECT AN INFORMED AND VOLUNTARY ALLOCATION OF RISK AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WILL SURVIVE EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

20. Force Majeure

Neither Party shall be liable for failure or delay (other than payment obligations) caused by circumstances beyond reasonable control, including: natural disasters, pandemics, epidemics, war, terrorism, civil unrest, government actions, embargoes, sanctions, labor disputes, utility or telecommunications failures, cyberattacks against critical infrastructure, and widespread internet outages. The affected Party will promptly notify the other, use commercially reasonable efforts to mitigate, and resume performance as soon as

practicable. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected subscription upon written notice.

21. Termination

21.1. Termination for Cause. Either Party may terminate upon thirty (30) days' written notice of a material breach if uncured; or immediately if the other Party becomes subject to bankruptcy or insolvency.

21.2. Termination by Syyclops. Syyclops may immediately suspend or terminate access for: (a) breach of these TOS; (b) law enforcement or governmental requests; (c) security issues; (d) extended inactivity; (e) fraud or illegal activity; or (f) nonpayment of Fees.

21.3. Cancellation. Either Party may elect not to renew with at least thirty (30) days' notice before the end of the current term.

21.4. Effect. Upon termination: (a) access ceases immediately; (b) Service Data handled per Section 13; (c) each Party returns or destroys Confidential Information; and (d) Subscriber pays all outstanding Fees. If Syyclops terminates for reasons other than Subscriber's breach, Syyclops refunds prepaid Fees for the unused portion.

21.5. Survival. Sections 2, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21.4, 21.5, 22, and 23 shall survive.

22. Privacy and Data Protection

22.1. Privacy Policy. Syyclops handles Personal Data pursuant to the Privacy Policy at syyclops.com/privacy, incorporated herein by reference. By using the Services, you consent to the collection and use of information as described therein.

22.2. CCPA Service Provider. To the extent Syyclops processes Personal Data of California residents on behalf of Subscriber, Syyclops acts as a "service provider" as defined under the CCPA. Syyclops will: (a) process such data only for the business purposes specified in these TOS; (b) not sell or share such data; (c) not retain, use, or disclose such data outside the direct business relationship with Subscriber; (d) not combine such data with data from other sources except as permitted by the CCPA; and (e) comply with applicable CCPA requirements. Subscriber is solely responsible for providing all notices required by the CCPA to its end users and for ensuring it has a lawful basis for disclosing Personal Data to Syyclops.

22.3. Multi-State Compliance. To the extent applicable, Syyclops will cooperate with Subscriber's reasonable requests necessary for Subscriber's compliance with state privacy laws, including but not limited to the laws of Virginia, Colorado, Connecticut, Texas, Oregon, Montana, Iowa, Indiana, and Tennessee. Subscriber is solely responsible for determining which laws apply to its business and for fulfilling its obligations as a controller under such laws.

23. General Provisions

23.1. Governing Law and Jurisdiction. These TOS are governed by the laws of the District of Columbia, without regard to conflict of laws principles.

23.2. Arbitration and Class Action Waiver. Any dispute arising from these TOS shall be submitted to confidential arbitration in Washington, DC, under the rules of the American Arbitration Association, except that Syyclops may seek injunctive relief for IP violations. The arbitrator's award is binding. EACH PARTY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. No arbitration shall be joined to any other arbitration. The prevailing party is entitled to recover reasonable attorneys' fees.

23.3. Export Compliance. The Services are subject to U.S. export control and sanctions laws. You represent that you are not on any prohibited persons list and are not located in a prohibited jurisdiction.

23.4. Anti-Corruption. You have not received or been offered any illegal bribe, kickback, or payment from Syyclops.

23.5. Publicity. Syyclops may use your name and logo to identify you as a client on marketing materials, per your trademark guidelines if provided. Syyclops may share aggregated, anonymized usage information.

23.6. Notices. Notices from Syyclops by email, in-app notification, or U.S. mail. Notices to Syyclops in writing to Syyclops, Inc., Washington, DC.

23.7. Assignment. Either Party may assign to an affiliate or in connection with a merger, change of control, or asset sale, with prior notice.

23.8. Severability. If any provision is held unenforceable, it will be modified to the minimum extent necessary.

23.9. Waiver. Failure to enforce any provision does not constitute a waiver.

23.10. Entire Agreement. These TOS, the Privacy Policy, any MSA, Order Forms, and SOWs constitute the entire agreement and supersede all prior agreements.

23.11. Amendments. Syyclops may amend these TOS with at least thirty (30) days' notice before material changes take effect. Continued use after the effective date constitutes acceptance.

23.12. Change of Law. If a change in applicable law (including new state privacy laws, AI regulations, or federal legislation) makes performance of any material obligation under these TOS commercially unreasonable or unlawful, either Party may request renegotiation of the affected provision(s) by written notice. The Parties will negotiate in good faith for thirty (30) days. If the Parties cannot reach agreement within that period, either Party may terminate the affected Service upon thirty (30) days' written notice. Syyclops reserves the right to modify the Services or these TOS as necessary to comply with changes in law, with such modifications effective upon notice to Subscriber.

23.13. Relationship of Parties. Independent contractors. No partnership, joint venture, agency, franchise, or employment relationship.

23.14. Third-Party Beneficiaries. None.

23.15. Statute of Limitations. Claims must be filed within one (1) year.

23.16. Accessibility. Syyclops is committed to making the Services accessible to users with disabilities and strives to conform to WCAG 2.1 Level AA. Accessibility concerns may be directed to accessibility@syyclops.com.

23.17. Communications Compliance. All commercial electronic communications from Syyclops comply with the CAN-SPAM Act (15 U.S.C. §7701 et seq.). By using the Services, you acknowledge that your use results in interstate electronic transmissions.

23.18. Insurance. Syyclops maintains errors and omissions (E&O) / professional liability insurance and commercial general liability insurance in amounts appropriate for its business. Information regarding Syyclops's insurance coverage is available upon reasonable written request under NDA.

24. Contact Information

For questions about these Terms of Service:

> **Syyclops, Inc.**
> 5202 Sherier Pl NW, Washington, DC 20016
> General: accounting@syyclops.com
> Privacy: privacy@syyclops.com
> Security: security@syyclops.com
> Support: support@syyclops.com
> Accessibility: accessibility@syyclops.com