

# Terms of Service

Last Updated: December 8, 2025

These Terms of Service ("Terms") constitute a legally binding contract between Grantx Inc., a Delaware corporation with its principal place of business at 100 Commercial St., Portland, ME 04101 ("Grantx," "we," "us," or "our") and the individual or entity ("Customer," "you," or "your") that: (i) creates an account, (ii) executes an order form or clicks "I Agree," or (iii) otherwise accesses or uses any Grantx product or service (collectively, the "Service"). If you do not agree to all of the following, do not access or use the Service.

## 1. Definitions

**Account:** Credentialed workspace provisioned to Customer, including all associated organizations, projects, and user permissions.

**Affiliate:** Entity controlled by, controlling, or under common control with a party where control equals fifty percent or more voting securities or board seats. Affiliates may use the Service under Customer's Account; Customer is liable for all Affiliate use.

**Authorized User:** Natural person invited by Customer via the Service's user management controls. Shared logins, bot accounts, and automated access are strictly prohibited.

**Beta Feature:** Functionality labeled alpha, beta, preview, release candidate, or experimental. Grantx may modify, limit, or discontinue Beta Features at any time without notice or liability.

**Customer Data:** All content Customer or its Users input, upload, generate, or store within the Service, including but not limited to organization profiles, grant applications, search queries, saved opportunities, and all associated metadata.

**Downtime:** Unscheduled interval during which the primary API endpoint returns HTTP 5xx errors for more than sixty consecutive seconds or p95 latency exceeds ten seconds with no available workaround.

**Funder Discovery:** Grantx's proprietary funder intelligence feature providing comprehensive analysis of funding organizations, historical patterns, and strategic insights.

**GRASP Engine:** Grantx's proprietary grant retrieval and scoring platform comprising domain-adapted embeddings, hybrid retrieval systems, and verification pipelines. All model weights, training data, prompts, and architectural decisions constitute Grantx Confidential Information and trade secrets.

**Multi-Organization:** Feature allowing enterprise customers to manage multiple distinct organizations under a single billing account with centralized administration and reporting.

**Output:** All search results, eligibility assessments, funder profiles, opportunity recommendations, analytics, reports, or other content generated by the Service.

## 2. Account Creation and Security

### 2.1 Authority and Verification

The individual creating the Account represents and warrants they have full legal authority to bind Customer and that Customer is a validly existing entity in good standing in its jurisdiction of organization. Customer acknowledges that any misrepresentation of authority constitutes fraud and grounds for immediate termination without refund. Grantx reserves the right to require comprehensive verification including but not limited to: business email domain verification, phone verification with SMS confirmation, organizational documentation including articles of incorporation or 501(c)(3) determination letters, EIN verification, bank account verification, government-issued ID for administrators, proof of address, and enhanced KYC/KYB checks for high-risk jurisdictions. Customer must complete all requested verification within fourteen days or the Account will be automatically closed and all data permanently deleted. Grantx may periodically re-verify Account information and Customer must respond within seventy-two hours to maintain access. Failure to pass verification or re-verification for any reason, including inconsistent information, suspicious patterns, or matches against sanctions lists, results in immediate Account termination without appeal.

### 2.2 Account Security

Customer assumes full and sole responsibility for all Account security and shall implement and maintain appropriate administrative, physical, and technical safeguards. Customer must immediately notify Grantx at [security@Grantx.com](mailto:security@Grantx.com) and by phone at our emergency security hotline within one hour of discovering any actual or suspected unauthorized access, security breach, credential compromise, or suspicious activity.

Customer specifically agrees to:

- Use unique, complex passwords of at least sixteen characters combining uppercase, lowercase, numbers, and special characters, changed every ninety days
- Never share, disclose, or transfer credentials under any circumstances including to other employees, contractors, or Grantx support staff
- Immediately terminate access for departing employees and contractors within two hours of separation
- Maintain an access control list documenting all authorized users with quarterly attestation of continued need
- Use only corporate-owned and managed devices meeting minimum security requirements including endpoint detection, encrypted storage, and remote wipe capability
- Access the Service only from secure networks and never from public WiFi without VPN protection
- Implement role-based access controls with principle of least privilege
- Monitor Account activity logs weekly for anomalous behavior
- Report any phishing attempts or social engineering targeting Account access

Customer remains fully liable for all activity under its Account including unauthorized access resulting from Customer's failure to maintain security. Grantx may suspend or terminate access immediately without notice to preserve platform security or investigate suspicious activity. Such

suspension does not relieve Customer of payment obligations or liability for actions taken under the Account.

### **2.3 Multi-Factor Authentication**

All Customer accounts must enable multi-factor authentication using TOTP (Time-based One-Time Password) or hardware security keys. SMS-based MFA is explicitly prohibited for administrator accounts due to SIM-swapping risks. Enterprise customers must enforce SAML-based SSO with their corporate identity provider and implement conditional access policies based on IP location, device compliance, and risk scoring.

Professional tier customers must enable MFA for all administrator accounts within twenty-four hours of account creation. Failure to maintain MFA results in automatic account suspension until compliance is restored. Enterprise customers must additionally implement:

- Hardware security key requirements for super administrators
- Biometric authentication for mobile access
- Impossible travel detection with automatic session termination
- Risk-based authentication step-up for sensitive operations
- Privileged access management with time-limited elevation

Grantx reserves the right to mandate additional authentication requirements including but not limited to behavioral biometrics, device fingerprinting, or continuous authentication based on evolving threat landscape.

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### **2.2 Account Security Obligations**

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## **2.4 Session Management and Access Controls**

All sessions expire after thirty minutes of inactivity with no option to extend. Concurrent sessions are limited to three per user with automatic termination of oldest session when limit is exceeded. Customer must not use browser password managers, auto-fill features, or session persistence tools that could compromise security.

IP allowlisting is mandatory for Enterprise accounts with all access attempts from non-allowlisted IPs automatically blocked and reported. Geofencing restrictions prohibit access from OFAC-sanctioned countries and high-risk jurisdictions as determined by Grantx. Any attempt to circumvent geographic restrictions through VPN, proxy, or other means constitutes a material breach resulting in immediate termination.

## **2.5 API Key and Programmatic Access**

API keys are bound to specific IP addresses and must be rotated every sixty days. Customer must store API keys in hardware security modules or approved secret management systems, never in code repositories, configuration files, or client-side applications. Each API key must be associated with a specific purpose and owner with quarterly access review.

Rate limiting applies per API key with automatic suspension after excessive requests. Customer must implement exponential backoff and respect rate limit headers. Any attempt to circumvent rate limits through key rotation, distributed requests, or other means results in permanent API access revocation.

## **2.6 Security Incident Response**

Upon any security incident, Customer must:

- Immediately isolate affected systems and preserve forensic evidence
- Engage qualified incident response team within four hours
- Provide Grantx with detailed incident report within twenty-four hours including root cause, impact assessment, and remediation plan
- Cooperate fully with Grantx security team including providing logs, system access, and testimony as needed
- Implement all security recommendations from Grantx within seventy-two hours
- Undergo security audit at Customer's expense if incident resulted from Customer negligence

Grantx may publish anonymized incident details for security awareness. Customer waives any claims arising from security measures taken by Grantx in good faith to protect the platform.

## **2.7 Account Monitoring and Audit Rights**

Grantx continuously monitors all Account activity using automated anomaly detection, behavioral analytics, and machine learning models. Suspicious patterns trigger automatic

security responses including session termination, account lock, or permanent suspension. Customer consents to such monitoring and automated responses.

Grantx reserves the right to audit Customer's security practices with forty-eight hours notice or immediately if security threat is suspected. Audit may include penetration testing of Customer's environment, review of access logs, interview of personnel, and validation of security controls. Failure to cooperate or remediate findings within prescribed timeframes results in account termination.

## **2.8 Account Recovery and Succession**

Account recovery requires multi-party verification including notarized affidavit, video verification call, and confirmation from pre-designated recovery contacts. Recovery requests are processed within five business days with heightened scrutiny for high-value accounts. Customer must designate succession plan for Account ownership including death or incapacitation contingencies.

## **2.9 Device and Browser Requirements**

Access is only permitted from supported browsers (Chrome 100+, Firefox 100+, Safari 15+, Edge 100+) with JavaScript enabled and third-party cookies allowed for authentication domains. Mobile access requires latest OS versions with automatic security updates enabled. Rooted or jailbroken devices are automatically blocked.

Customer must not use browser extensions that could compromise security including but not limited to password managers, form fillers, screen recorders, or debugging tools. Grantx may implement device attestation requirements to verify device integrity before granting access.

## **2.10 Liability for Security Failures**

Customer acknowledges that security breaches can cause catastrophic damage to Grantx and other customers. Customer agrees to indemnify Grantx for all costs arising from Customer's security failures including but not limited to incident response, customer notification, credit monitoring, regulatory fines, litigation costs, and reputational harm.

In the event of a security breach caused by Customer's negligence or willful misconduct, Customer agrees to liquidated damages of one hundred thousand dollars plus actual damages, acknowledging this amount represents a reasonable estimate of minimum harm to Grantx. This does not limit Grantx's right to seek additional actual damages.

# **3. Subscription Plans and Payment**

## **3.1 Subscription Tiers and Features**

### **Free Plan - USD \$0 per month**

- 50 credits monthly (non-accumulative, expires at month end)
- Individual access only (no sharing or collaboration)
- Full grant intelligence on each search performed

- Basic opportunity matching and scoring
- Limited to public grants database
- No CSV export functionality
- Save up to 25 grants in workspace
- Community support only (no direct support)
- 7-day data retention
- No API access
- No funder discovery features
- Single organization profile only
- Best effort availability (no SLA)
- Subject to usage restrictions and throttling during peak times
- May include advertisements or promotional content
- Grantx reserves right to discontinue or modify free plan at any time
- No grandfathering if free plan is discontinued

**Starter Plan - USD \$79 per month (USD \$758.40 annually with 20% discount)**

- 100 credits monthly (overages at USD \$1.00 per credit)
- Individual access only (single user seat)
- Grantx Win Forecast™ with probability scoring
- CSV export up to 500 records per month
- Save unlimited grants in organized workspaces
- Email support with 72-hour response time
- Access to public and select foundation databases
- 30-day data retention
- Basic search filters and alerts
- Monthly grant deadline reminders
- No API access
- Standard funder profiles
- Single organization profile
- 99% uptime commitment (no credits)
- 1GB document storage
- Basic opportunity tracking

**Professional Plan - USD \$199 per month (USD \$1,910.40 annually with 20% discount)**

- 300 credits monthly (overages at USD \$0.85 per credit)
- Up to 3 team members with role-based permissions
- Shared workspaces and intelligence across team
- Priority email and chat support with 24-hour response time
- CSV and Excel export up to 2,000 records per month
- Advanced funder discovery with 3-year historical data
- API access up to 5,000 calls per month (USD \$0.02 per additional call)
- Custom fields, tags, and workflows
- 90-day data retention with archival options
- Advanced search with Boolean operators
- Automated opportunity alerts and matching
- Collaboration tools with comments and assignments
- 5GB document storage
- Basic CRM integrations (Salesforce, HubSpot)
- 99% uptime SLA with service credits

- Quarterly webinar training sessions
- Phone support during business hours (US Eastern)

**Team Plan - USD \$499 per month (USD \$4,790.40 annually with 20% discount)**

- 1,000 credits monthly (overages at USD \$0.70 per credit)
- Up to 10 team members with advanced permissions
- Department-wide coordination tools
- Monthly success review calls with dedicated specialist
- Unlimited CSV/Excel exports
- Advanced funder intelligence with 5-year historical analysis
- API access up to 25,000 calls per month (USD \$0.015 per additional call)
- Custom scoring models for your organization
- 180-day data retention with full archival
- Advanced analytics and reporting dashboard
- Multi-organization support (up to 5 organizations)
- 25GB document storage
- Full CRM integration suite
- SSO integration available
- 99.5% uptime SLA with service credits
- Custom onboarding and training program
- Priority phone support with 4-hour response
- Dedicated Slack or Teams channel
- Quarterly business reviews

**Enterprise Plan - USD \$2,499 per month (USD \$23,990.40 annually with 20% discount)**

- 6,000 credits monthly (custom overage pricing)
- Unlimited team members across organization
- Multi-entity hierarchy with centralized management
- Dedicated Customer Success Manager with weekly calls
- Unlimited data exports in any format
- Comprehensive funder intelligence with predictive insights
- Unlimited API access with custom rate limits
- White-label options available
- Machine learning models trained on your data
- Unlimited data retention with custom policies
- Advanced analytics with custom KPI tracking
- Unlimited organizations with complex hierarchies
- 500GB document storage (additional available)
- Custom integrations and development
- SAML-based SSO with automated provisioning
- 99.9% uptime SLA with aggressive service credits
- White-glove onboarding for entire organization
- 24/7 priority support with 1-hour response
- Executive quarterly business reviews
- Direct access to product team for roadmap input
- Custom contract terms available
- Invoice billing with NET 30 payment terms (with approval)

### 3.2 Billing, Payment Terms, and Financial Obligations

All subscriptions require payment in advance. Monthly plans are charged on the same calendar day each month. Annual plans are charged upfront for the entire term with no monthly payment option. Enterprise contracts may negotiate net payment terms not to exceed thirty days with approved credit and a signed agreement.

Customer authorizes Grantx to charge the payment method on file automatically for all fees including subscription fees, overages, additional seats, and any other charges incurred. Authorization includes charging any backup payment method if primary method fails. Customer must maintain at least one valid payment method at all times.

Payment methods accepted include major credit cards (Visa, MasterCard, American Express), ACH transfer for amounts over USD \$500, and wire transfer for amounts over USD \$5,000. Checks are not accepted. Cryptocurrency, prepaid cards, and virtual credit cards are explicitly prohibited unless approved in writing.

All charges are processed in USD. Foreign currency transactions may incur additional conversion fees from Customer's financial institution. Grantx is not responsible for any currency fluctuations, conversion fees, or international transaction fees.

### 3.3 Late Payment, Collections, and Remedies

Payment is due immediately upon invoice generation. A grace period of three days applies to allow for processing delays. After the grace period, accounts are considered delinquent and subject to immediate service restrictions.

Late payments accrue compound interest at the lesser of one and a half percent per month or the maximum rate allowed by law, calculated daily. Interest compounds monthly. Additionally, a late payment fee of USD \$50 or five percent of the overdue amount (whichever is greater) applies for each month or partial month payment is overdue.

Service degradation begins immediately upon delinquency:

- Days 1-3: Warning emails sent daily
- Day 4: API access suspended, exports disabled
- Day 7: Write access suspended, read-only mode
- Day 14: Account suspended entirely, data export window begins
- Day 30: Account terminated, all data permanently deleted
- Day 45: Account sent to collections

Customer is liable for all collection costs including attorney fees, court costs, and collection agency fees up to fifty percent of the outstanding balance. Grantx may report delinquencies to credit bureaus and industry databases. Reactivation after suspension requires payment of all outstanding amounts plus a USD \$250 reactivation fee and may require prepayment of three months service.

### 3.4 Overages, Metering, and Usage Tracking

Grantx tracks all usage in real-time with automated alerts at fifty, seventy-five, and ninety percent of plan limits. Customer can view current usage in the Account dashboard updated every fifteen minutes. Usage resets at midnight UTC on the first day of each billing period.

Overages are calculated daily and charged monthly in arrears. Overage rates:

- Searches: USD \$0.50 per 10 searches or fraction thereof
- API calls: USD \$0.01 per call with minimum charge of USD \$10
- Organizations: USD \$25 per organization per month (prorated daily)
- User seats: Plan-specific rates, no proration, full month charged
- Storage: USD \$0.10 per GB per month over plan limits
- Export records: USD \$0.001 per record over plan limits

Customer acknowledges that usage tracking may have minor discrepancies due to distributed systems. Grantx's usage records are definitive for billing purposes. Disputes must be raised within fifteen days of invoice with detailed logs, otherwise charges are deemed accepted.

### 3.5 Price Changes, Promotional Pricing, and Grandfathering

Grantx may modify standard pricing with thirty days notice for monthly plans and sixty days notice for annual plans sent via email to the account owner and posted in the application. Price increases are limited to twenty percent annually unless material new features are added.

Existing customers on discontinued plans may maintain their pricing for up to twenty-four months ("grandfathering period") after which they must migrate to current plans. Grandfathered plans receive only security updates and critical bug fixes with no new features.

Promotional pricing, including free trials, discounts, and credits, is valid only for the specified term and automatically converts to standard pricing unless otherwise stated in writing. Promotional pricing cannot be combined with other offers, is non-transferable, and may be revoked if Customer violates these Terms.

Beta pricing for new features is subject to change without notice when features reach general availability. Early adopter discounts are honored for twelve months from GA date after which standard pricing applies.

### 3.6 Taxes, Withholding, and Regulatory Fees

All stated fees exclude taxes, duties, levies, and regulatory fees. Customer is responsible for all applicable taxes including but not limited to sales tax, use tax, value-added tax (VAT), goods and services tax (GST), and digital services tax, except taxes based solely on Grantx's net income.

Customer must provide valid tax exemption certificates before invoice generation to claim exemptions. Retroactive exemptions are not honored. If Grantx is required to collect taxes, they will be added to invoices as separate line items.

If Customer is legally required to withhold taxes, Customer must:

- Notify Grantx in writing before first payment
- Gross up payments so Grantx receives full invoiced amounts net of withholding
- Provide official tax receipts within thirty days of payment
- Assist Grantx in claiming foreign tax credits or reduced withholding rates under applicable treaties

Failure to properly handle tax obligations constitutes a payment default subject to late fees and service suspension.

### **3.7 Refunds, Credits, and Disputes**

All payments are strictly non-refundable and non-creditable regardless of usage except where explicitly required by law or provided in these Terms. This includes but is not limited to:

- Unused time in billing period after cancellation
- Unused searches or API calls that don't roll over
- Features Customer didn't use or wasn't aware of
- Downgrading to a lower plan mid-cycle
- Dissatisfaction with Service performance or results
- Changes in Customer's business needs or grant strategy

Service credits for SLA violations are the sole remedy for service issues and are applied to future invoices only, never refunded in cash. Credits expire after twelve months if unused and have no cash value.

### **3.8 Payment Disputes and Chargebacks**

Customer agrees to contact Grantx directly to resolve any billing disputes before initiating any chargeback, dispute, or claim with their financial institution. Customer must provide written notice of disputes within fifteen days of the charge with detailed explanation and supporting documentation.

If Customer initiates a chargeback, dispute, or reversal:

- Account is immediately suspended pending resolution
- Customer is liable for a USD \$100 chargeback handling fee
- Customer must pay via wire transfer for six months following resolution
- Grantx may pursue legal action for breach of contract
- Customer forfeits any service credits or promotional pricing

Customer acknowledges that chargebacks cause significant administrative burden and reputational harm to Grantx and agrees that the chargeback fee represents reasonable compensation for such harm.

### **3.9 Enterprise Contracts and Negotiated Terms**

Enterprise pricing is individually negotiated based on:

- Number of organizations and users
- Expected search and API volume

- Required features and integrations
- Contract term length (minimum 12 months)
- Payment terms and method
- Support level and SLA requirements
- Security and compliance needs

Enterprise quotes are valid for thirty days and subject to credit approval. Multi-year commitments may receive additional discounts but are non-cancellable and fees are non-refundable even if Customer's needs change.

Enterprise contracts may include:

- Volume discounts with tier pricing
- Committed use discounts for guaranteed minimums
- Growth pricing that adjusts with Customer's ARR
- Success-based pricing tied to grant wins
- Hybrid models combining platform and success fees

### **3.10 Resellers and Indirect Sales**

If Customer purchases through an authorized reseller:

- These Terms still apply in full
- Reseller's additional terms may also apply
- Payment obligations are to reseller, not Grantx
- Grantx is not responsible for reseller's acts or omissions
- Support and service levels may differ from direct sales

Unauthorized reselling of accounts or sublicensing access is strictly prohibited and results in immediate termination of all associated accounts without refund.

### **3.11 Free Accounts and Trials**

Free trials are limited to one per organization using any combination of email domain, payment method, IP address, or other identifying information. Attempts to circumvent trial limits through multiple signups, false information, or technical measures results in immediate termination and potential legal action.

Free accounts may be discontinued at any time with seven days notice. Free account data may be deleted after thirty days of inactivity. No support is provided for free accounts beyond self-service documentation.

### **3.12 Financial Hardship and Non-Profit Pricing**

Registered 501(c)(3) organizations may apply for non-profit pricing of twenty percent off standard rates with valid determination letter. Educational institutions may receive academic pricing of thirty percent off with proof of accreditation.

Grantx does not offer financial hardship deferrals, payment plans, or need-based pricing. Customer acknowledges that Grantx is a for-profit entity that must maintain financial sustainability to continue serving all customers.

## **4. License Grant and Restrictions**

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### **4.1 Limited License Grant**

Subject to Customer's complete and continuous compliance with these Terms and payment of all applicable fees, Grantx grants Customer a strictly limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Service solely for Customer's internal business operations directly related to legitimate grant discovery, management, and application activities.

This license is personal to the named Customer entity and does not extend to any parent, subsidiary, affiliate, or related entity without explicit written authorization. The license is limited to the specific subscription tier purchased and the associated usage limits. Any use beyond these limits is unauthorized and constitutes theft of services.

Customer acknowledges that the Service contains valuable intellectual property, trade secrets, and proprietary technology developed over years at substantial expense. The license granted is merely a right to access, not ownership of any kind. Grantx retains all rights, title, and interest in and to the Service, including all improvements, modifications, and derivatives thereof.

The license specifically excludes any right to:

- Access underlying code, databases, or infrastructure
- Create derivative works based on the Service
- Use the Service for any customer, client, or third party
- Access the Service from outside permitted territories
- Use any data, insights, or outputs for purposes beyond grant seeking
- Integrate the Service into any other product or service
- Use the Service to compete with Grantx in any manner

### **4.2 Acceptable Use Policy**

Customer absolutely shall not, and shall ensure that its employees, contractors, agents, and any persons accessing the Service through Customer's account do not:

### **a) Reverse Engineering and Intellectual Property Violations**

- Decompile, disassemble, decrypt, extract, or reverse engineer any aspect of the Service including but not limited to source code, object code, algorithms, methods, techniques, processes, or procedures
- Attempt to discover or derive the GRASP engine's architecture, model weights, embeddings, training methodologies, scoring algorithms, or any proprietary methods through any means including statistical analysis, probing, or inference attacks
- Use any tools, techniques, or services designed to reveal, approximate, or reconstruct Grantx's proprietary technology including but not limited to model extraction attacks, membership inference, or adversarial examples
- Analyze Service responses to build competing models or understand Grantx's methods
- Document, share, publish, or disclose any discoveries about the Service's internal operations
- Remove, obscure, or alter any proprietary notices, labels, or marks
- Create any derivative works based on the Service or its outputs
- File any patents based on insights gained from using the Service
- Assert any ownership claims over any aspect of the Service or its outputs

### **b) Competitive and Commercial Misuse**

- Use the Service, outputs, insights, or any derived information to develop, train, improve, benchmark, or validate any competing or potentially competing product, service, or technology
- Access the Service on behalf of or for the benefit of any Grantx competitor, defined as any entity offering grant search, discovery, management, or similar services
- Conduct competitive analysis, benchmarking, or performance testing without prior written consent from Grantx's CEO
- Publish, share, or disclose any performance metrics, accuracy rates, or Service capabilities
- Create "wrapper" products or services that repackage or resell Grantx functionality
- Use outputs to train machine learning models for any purpose
- Build shadow databases of grant opportunities discovered through the Service
- Offer grant consulting services powered by undisclosed use of Grantx
- Use the Service to provide services to multiple organizations under a single account
- Share or pool access across multiple independent entities
- Operate as a service bureau or shared service center without enterprise agreement
- Aggregate outputs across multiple accounts to circumvent limits
- Use insights gained to approach Grantx's customers, partners, or prospects

### **c) Automated Access and Technical Abuse**

- Deploy bots, crawlers, spiders, scrapers, or any automated systems to access the Service beyond published API limits

- Use headless browsers, puppeteer, selenium, or similar tools to automate web interface interaction
- Exceed rate limits of 100 requests per minute or 10,000 per day without written authorization
- Implement request patterns designed to avoid detection including randomized delays, distributed sources, or header spoofing
- Use rotating proxies, VPNs, Tor, or other anonymization tools to mask identity or location
- Circumvent or attempt to circumvent any technical limitations, security measures, or access controls including CAPTCHAs, rate limiters, or authentication requirements
- Cache, store, or retain outputs beyond immediate use without explicit permission
- Access the Service through any means other than the provided interfaces
- Use modified clients, browser extensions, or middleware that alters Service behavior
- Implement retry logic that doesn't respect rate limit headers and exponential backoff
- Generate synthetic traffic for any purpose including testing or monitoring
- Access undocumented APIs, endpoints, or features
- Exploit any bugs, vulnerabilities, or unintended behaviors rather than reporting them

#### **d) Unauthorized Redistribution and Sharing**

- Resell, lease, rent, or sublicense access to the Service under any circumstances
- Share login credentials, API keys, or session tokens with any third party
- Provide Service access to contractors, consultants, or agents without separate accounts
- Create shared or group accounts accessed by multiple individuals
- Distribute, publish, or share outputs beyond immediate internal team without attribution
- Syndicate grant opportunities discovered through the Service to any third party
- Build public databases or repositories using Service outputs
- Integrate Service data into products or services offered to others
- Use outputs in any commercial offering without explicit license agreement
- Frame, mirror, or incorporate the Service into other websites or applications
- Deep link to Service pages in ways that bypass authentication or tracking
- Create browser extensions or tools that modify or extend Service functionality
- Offer training or consulting on how to use the Service without authorization

#### **e) Misrepresentation and Fraudulent Use**

- Present outputs as professional advice including legal, financial, tax, accounting, medical, regulatory, or compliance guidance
- Use outputs as the sole basis for any regulatory filing, grant application, or official submission without independent verification and validation
- Claim Service outputs as original work product without attribution
- Misrepresent the role of the Service in grant discovery or success
- Use the Service to submit fraudulent or misleading grant applications
- Impersonate another organization or individual when using the Service
- Provide false or misleading information during account registration or verification
- Manipulate organization type, size, or location to obtain preferential pricing

- Use the Service to facilitate or enable grant fraud, waste, or abuse
- Submit false success reports to avoid success fees
- Create fictional organizations or projects to test system limits
- Use outputs to deceive funders, regulators, or other stakeholders
- Generate reports or analytics intended to mislead investors or boards

**f) Harmful, Illegal, and Malicious Content**

- Upload, transmit, or introduce malware, viruses, worms, logic bombs, trojan horses, ransomware, spyware, adware, or any other harmful or malicious code
- Attempt unauthorized access to Grantx infrastructure, other customer accounts, or any connected systems
- Conduct penetration testing, vulnerability scanning, or security assessments without explicit written authorization
- Perform any form of network discovery, port scanning, or reconnaissance
- Execute denial of service (DoS), distributed denial of service (DDoS), or resource exhaustion attacks
- Exploit any security vulnerability rather than responsibly disclosing it
- Upload content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of privacy, hateful, or racially, ethnically, or otherwise objectionable
- Violate any applicable local, state, national, or international law or regulation
- Infringe any patent, trademark, trade secret, copyright, or other proprietary rights
- Upload content containing personally identifiable information without consent
- Use the Service to stalk, harass, or harm another individual
- Upload content promoting terrorism, violence, or illegal activities
- Transmit any content that contains software viruses or code designed to interrupt, destroy, or limit functionality

**g) Sensitive and Regulated Data**

- Upload protected health information (PHI) covered by HIPAA without executing a Business Associate Agreement
- Process payment card information (PCI) without appropriate compliance addendum
- Upload personally identifiable information (PII) of children under 13 without COPPA compliance
- Transmit student education records subject to FERPA without appropriate agreements
- Process special category data under GDPR Article 9 without documented lawful basis
- Upload classified information or controlled unclassified information (CUI)
- Process export-controlled technical data under ITAR or EAR without licenses
- Upload biometric data without appropriate consent and safeguards
- Process genetic information covered by GINA
- Upload financial account information subject to GLBA
- Store social security numbers, driver's license numbers, or government ID numbers
- Process data subject to residency requirements in violation of data localization laws

- Upload any data Customer doesn't have legal right to process

#### **h) Export Control and Sanctions Violations**

- Export, re-export, or transfer the Service or outputs to prohibited destinations, entities, or individuals under US export regulations
- Provide access to persons or entities on the Specially Designated Nationals (SDN) list, Entity List, or other restricted party lists
- Use the Service from or in Cuba, Iran, North Korea, Syria, Russia, or regions of Ukraine under Russian occupation
- Facilitate transactions with sanctioned parties or embargoed countries
- Use the Service for any end-use prohibited by export regulations including nuclear, missile, chemical, or biological weapons development
- Transfer technical data across borders without required export licenses
- Access the Service through VPNs or proxies to circumvent geographic restrictions
- Share outputs containing technical data with foreign nationals without proper authorization

#### **i) Platform Integrity and Fair Use**

- Interfere with or disrupt the Service or servers or networks connected to the Service
- Violate any requirements, procedures, policies, or regulations of networks connected to the Service
- Use the Service in any manner that could disable, overburden, or impair the Service
- Implement any form of load testing, stress testing, or performance benchmarking
- Introduce functionality that collects information about other users without consent
- Use the Service to send unsolicited communications or spam
- Harvest or collect email addresses or other contact information for unauthorized purposes
- Create multiple accounts to circumvent restrictions or limits
- Use trial accounts for production or commercial purposes
- Transfer accounts between organizations without Grantx approval
- Use the Service primarily for purposes unrelated to grant seeking
- Generate excessive support requests or abuse support channels
- Publicly disparage the Service while continuing to use it

### **4.3 Monitoring, Auditing, and Enforcement**

Grantx actively monitors all Service usage using automated and manual methods including:

- Real-time anomaly detection for unusual usage patterns
- Machine learning models to identify potential abuse
- Regular audits of high-volume or suspicious accounts
- Analysis of output patterns to detect unauthorized use
- Correlation of activities across accounts to identify circumvention

- Review of publicly available information for unauthorized disclosures

Customer consents to such monitoring and agrees that Grantx may:

- Log and analyze all API calls, searches, and interactions
- Record IP addresses, device fingerprints, and browser characteristics
- Track usage patterns, timing, and volume metrics
- Correlate Customer identity across multiple data points
- Share information with law enforcement when required
- Implement technical countermeasures against detected abuse
- Modify Service behavior for accounts showing suspicious patterns

#### **4.4 Consequences of Violations**

Violation of any restriction results in immediate and automatic:

- Termination of Service access without notice
- Forfeiture of all prepaid fees without refund
- Deletion of all Customer data without opportunity for export
- Permanent ban from all Grantx services
- Addition to industry abuse databases
- Report to relevant professional associations
- Potential civil litigation for damages
- Criminal referral where appropriate

For violations involving intellectual property theft, competitive misuse, or reverse engineering, Customer agrees to liquidated damages of five hundred thousand dollars per violation, acknowledging this represents a reasonable estimate of harm to Grantx's business. This does not limit Grantx's right to seek actual damages which may substantially exceed this amount.

#### **4.5 Affirmative Obligations**

Customer must:

- Implement reasonable measures to prevent unauthorized use
- Immediately report any suspected violations to [security@Grantx.com](mailto:security@Grantx.com)
- Cooperate fully with any investigation into potential violations
- Maintain logs of Service usage for at least twelve months
- Provide access to such logs upon request with reasonable notice
- Train all users on acceptable use requirements
- Implement technical controls to prevent automated abuse
- Regularly audit usage for compliance with these Terms
- Certify compliance annually for Enterprise accounts

## 4.6 Reservation of Rights

Grantx reserves all rights not explicitly granted. The license granted is the entire agreement regarding permitted use. Any use not explicitly permitted is prohibited. Grantx may modify permitted uses at any time to protect the Service, other customers, or Grantx's business interests.

Customer acknowledges that violations of this section cause irreparable harm for which monetary damages are inadequate. Grantx is entitled to seek injunctive relief, specific performance, and other equitable remedies without bond and without prejudice to other rights and remedies.

## 5. Multi-Organization Management

### 5.1 Organization Structure

Enterprise customers may create and manage multiple organizations under a single billing account. Each organization maintains separate data, users, and permissions. Customer designates organization administrators who control access within their respective organizations.

### 5.2 Data Isolation

Each organization's data is logically isolated. Grantx maintains strict access controls preventing unauthorized cross-organization data access. Super administrators may access aggregate analytics across organizations but cannot access individual organization data without explicit permission.

### 5.3 Billing Consolidation

All organizations under a multi-org account share the account's subscription limits and are billed centrally. Usage is tracked per organization for reporting but pooled for limit enforcement.

## 6. Funder Discovery Features

### 6.1 Funder Intelligence

Funder Discovery provides analysis of funding organizations including giving patterns, preferences, requirements, and strategic insights derived from public sources and aggregated anonymized platform data.

### 6.2 Accuracy Disclaimer

Funder profiles are generated through automated analysis and may contain inaccuracies. Customer must independently verify all funder information before relying on it for grant applications or strategic decisions.

## 6.3 Relationship Management

Any funder contact information provided is from public sources. Customer is solely responsible for compliance with applicable laws when contacting funders including CAN-SPAM, GDPR, and solicitation regulations.

## 7. Customer Data and Privacy

### 7.1 Data Ownership and License Rights

Customer retains all ownership rights, title, and interest in and to Customer Data, including all intellectual property rights therein. Grantx claims no ownership rights over Customer Data except as expressly provided in these Terms.

Customer grants Grantx a worldwide, non-exclusive, royalty-free, fully paid-up license to access, process, store, analyze, modify, and display Customer Data as necessary to:

- Provide, maintain, and improve the Service
- Prevent or address service, security, technical issues
- Comply with applicable laws and legal processes
- Enforce these Terms and protect against fraud and abuse
- Generate aggregated and anonymized insights as described in Section 7.2

This license survives termination solely to the extent necessary to fulfill legal obligations, complete pending operations, and maintain anonymized analytical data. Customer represents and warrants it has all necessary rights to grant this license and that Customer Data does not violate any third-party rights or applicable laws.

### 7.2 Data Usage for Service Improvement and Analytics

Customer acknowledges and agrees that Grantx may process Customer Data to operate and enhance the Service. This includes creating aggregated and anonymized data sets that cannot be reverse-engineered to identify Customer or any individual. Such anonymized data becomes Grantx property and may be used perpetually for:

- Training and refinement of the GRASP engine and related machine learning models
- Development of new features and capabilities based on usage patterns
- Generation of industry benchmarks, trends, and insights
- Research and publication of grant funding patterns and success factors
- Improvement of search algorithms, scoring models, and matching accuracy
- Optimization of system performance and user experience

Grantx implements industry-standard anonymization techniques including data aggregation, pseudonymization, differential privacy, and k-anonymity where appropriate. Individual Customer Data, including organization names, specific grant applications, and user activities, will never be identifiable in any public uses. Customer may opt out of non-essential data processing through account settings, though this may impact Service functionality and accuracy.

### 7.3 Data Security and Protection Measures

Grantx maintains a comprehensive information security program designed to protect Customer Data with administrative, physical, and technical safeguards appropriate to the sensitivity of the information. Security measures include but are not limited to:

#### Technical Controls:

- Encryption at rest using AES-256 with key management through AWS KMS
- Encryption in transit using TLS 1.2 or higher with perfect forward secrecy
- Web Application Firewall (WAF) protection against common attacks
- Intrusion detection and prevention systems (IDS/IPS)
- Regular vulnerability scanning and penetration testing
- Secure software development lifecycle with code reviews and static analysis
- Multi-factor authentication for all administrative access
- Network segmentation and zero-trust architecture principles

#### Operational Controls:

- Background checks for employees with data access
- Role-based access controls with principle of least privilege
- Regular security training and awareness programs
- 24/7 security monitoring and incident response team
- Documented incident response and disaster recovery plans
- Regular backup procedures with encrypted offsite storage
- Annual third-party security audits and assessments
- Vendor security assessments for all subprocessors

Customer Data is stored in SOC 2 Type II certified data centers with physical security including biometric access controls, video surveillance, and environmental monitoring. Grantx maintains cyber liability insurance appropriate to the nature and volume of data processed.

### 7.4 Data Retention, Export, and Deletion

**Active Subscription Period:** Grantx retains Customer Data throughout the subscription term with the following retention periods:

- Search history: 24 months rolling window
- Saved opportunities: Indefinite while account active
- User activity logs: 12 months
- System logs: 90 days
- Backup copies: 35 days rolling

**Post-Termination:** Upon subscription termination or non-renewal:

- Customer has 30 days to export all data through self-service tools
- Data export available in industry-standard formats (CSV, JSON, XML)
- One complimentary full backup provided upon written request
- After 30-day grace period, production data is deleted within 15 days
- Backup copies are purged within 90 days through standard rotation
- Anonymized and aggregated data may be retained indefinitely

- Legal hold data retained as required by applicable law

**Customer-Requested Deletion:** Customer may request immediate deletion of specific data or full account deletion. Grantx will:

- Acknowledge deletion request within 2 business days
- Complete deletion from production systems within 7 days
- Provide written confirmation of deletion upon request
- Note that deletion is irreversible and no recovery is possible

Certain data may be retained despite deletion requests if required for:

- Compliance with legal obligations or court orders
- Evidence of grant awards for success fee calculation
- Defense against legal claims or disputes
- Completion of pending transactions
- Detection and prevention of fraud or abuse

## **7.5 Cross-Border Data Transfers and Residency**

Customer Data may be transferred to and processed in any country where Grantx or its subprocessors maintain facilities, currently including:

- United States (primary processing and storage)
- Canada (disaster recovery site)
- European Union (content delivery network endpoints)
- United Kingdom (backup processing)

Grantx implements appropriate safeguards for international transfers including:

- Standard Contractual Clauses for EU-US transfers
- Adequacy decisions where applicable
- Technical measures ensuring equivalent protection regardless of location
- Contractual obligations on all subprocessors to maintain data protection standards

Customer acknowledges that data protection laws vary by jurisdiction and consents to processing in any jurisdiction where Grantx operates. Customer is responsible for ensuring its use of the Service complies with applicable data residency requirements. Grantx does not currently offer data localization options but may consider enterprise agreements for specific residency needs.

## **7.6 Subprocessors and Third-Party Services**

Grantx uses carefully selected subprocessors to provide the Service. Current subprocessors include:

- Google Cloud Services (infrastructure and storage)
- Stripe (payment processing)
- Brevo (transactional email)
- Posthog (monitoring and analytics)

All subprocessors are bound by written agreements requiring data protection standards no less protective than these Terms. Grantx remains liable for subprocessor compliance. Customer consents to Grantx engaging these subprocessors and agrees that Grantx may replace or add subprocessors with comparable services without notice.

### **7.7 Data Breach Notification and Response**

In the event of a confirmed security incident resulting in unauthorized access, disclosure, or loss of Customer Data, Grantx will:

- Notify affected Customers within 72 hours of confirmation via email to account administrators
- Provide preliminary assessment of the nature and scope of the incident
- Take immediate steps to contain and remediate the breach
- Conduct thorough investigation with forensic analysis as appropriate
- Provide detailed incident report within 10 business days including:
  - Description of what occurred and when
  - Types of data potentially affected
  - Steps taken to address the incident
  - Recommendations for Customer actions
  - Measures to prevent recurrence

Customer agrees to cooperate with Grantx in any investigation and to coordinate public statements or regulatory notifications. Customer will not disclose incident details publicly without Grantx's prior written consent except as legally required. Grantx maintains cyber insurance covering costs associated with data breaches.

### **7.8 Customer Responsibilities for Data Protection**

Customer is responsible for:

- Ensuring it has legal basis to collect and share Customer Data with Grantx
- Obtaining necessary consents from individuals whose data is processed
- Providing required privacy notices to data subjects
- Responding to data subject rights requests (access, correction, deletion)
- Implementing appropriate security for its own systems and accounts
- Properly configuring privacy settings and access controls within the Service
- Training users on data protection requirements
- Notifying Grantx of any suspected security incidents immediately
- Maintaining compliance with applicable privacy laws

Customer acknowledges that Grantx cannot protect data that Customer publicly shares, transmits insecurely, or handles negligently. Customer indemnifies Grantx for any claims arising from Customer's failure to comply with data protection obligations.

### **7.9 Privacy Rights and Data Subject Requests**

For personal data subject to GDPR, CCPA, or similar privacy laws:

- Grantx acts as a data processor with Customer as data controller

- Customer may access, export, correct, or delete personal data through the Service interface
- For data subject requests requiring Grantx assistance, Customer should contact [privacy@Grantx.com](mailto:privacy@Grantx.com)
- Grantx will respond to verified requests within statutory timeframes
- Assistance with complex requests may incur professional services fees

Grantx will not sell, rent, or trade Customer Data to third parties for their marketing purposes. Grantx may disclose Customer Data only:

- With Customer's explicit consent
- To provide the requested Service
- To comply with valid legal processes
- To protect rights, property, or safety of Grantx, customers, or the public
- In connection with a merger, acquisition, or sale of assets (with notice to Customer)

### **7.10 Analytics and Telemetry Data**

Grantx automatically collects usage telemetry including:

- Feature usage patterns and frequency
- Performance metrics and error rates
- Search queries and result interactions
- Navigation paths and user flows
- Device and browser characteristics
- IP addresses for security and geographic analysis

This telemetry data is used exclusively for Service operation, improvement, and support. Customer may request telemetry reports for its own account through support channels. Detailed telemetry data is retained for 12 months, with aggregated metrics retained indefinitely.

### **7.11 Artificial Intelligence and Machine Learning**

Customer Data contributes to the continuous improvement of Grantx's AI models:

- Search queries help refine understanding of grant-seeking intent
- Interaction patterns improve relevance ranking algorithms
- Success/failure feedback enhances predictive accuracy
- Organization profiles enable better matching algorithms

Customer may opt out of ML training contribution via account settings, understanding this may reduce Service accuracy for their account. Models trained on collective data remain Grantx property. No individual Customer's strategies or proprietary methods are exposed through model outputs.

### **7.12 Data Portability and Interoperability**

Customer may export its data at any time through:

- Self-service export tools providing CSV, JSON, and Excel formats

- API access for programmatic data retrieval (subject to rate limits)
- Bulk export upon account termination
- Standard formats enabling import into other systems

Grantx supports data portability as required by applicable laws. Export includes Customer-created content but excludes Grantx-generated analytics, scores, and proprietary insights. Some formatting and metadata may be lost in export process.

## **8. Intellectual Property Rights**

### **8.1 Grantx Property and Proprietary Rights**

The Service, including without limitation the GRASP engine, all software, algorithms, machine learning models, user interfaces, designs, logos, trademarks, and documentation, constitutes proprietary information and intellectual property exclusively owned by Grantx and its licensors. This includes:

- All underlying source code, object code, and technical architecture
- Proprietary search algorithms and ranking methodologies
- Domain-adapted embeddings and training datasets
- Scoring models and win probability calculations
- API designs and database schemas
- Visual designs, user experience flows, and interface elements
- All improvements, modifications, and derivatives thereof
- Aggregated analytics and industry insights derived from platform usage

Customer acknowledges that no title, ownership rights, or intellectual property interests are transferred through these Terms. The Service is protected by copyright, trade secret, patent, and other intellectual property laws. Customer receives only a limited right to access and use the Service as explicitly provided. Any unauthorized use constitutes infringement subject to legal action.

All Grantx trademarks, service marks, and logos are exclusive property of Grantx. Customer may not use Grantx marks without prior written permission except for factual references to the Service. Any permitted use must comply with brand guidelines and cannot imply endorsement or affiliation beyond the actual customer relationship.

### **8.2 Feedback and Suggestions**

Customer may provide feedback, suggestions, ideas, or recommendations regarding the Service ("Feedback"). By providing Feedback, Customer grants Grantx an irrevocable, perpetual, worldwide, royalty-free, fully paid-up, transferable license to:

- Use, implement, and incorporate Feedback into the Service
- Create derivative works based on Feedback
- Commercialize products and services incorporating Feedback
- Sublicense these rights to third parties
- Use Feedback for any business purpose without restriction

Customer waives any right to compensation, attribution, or approval for use of Feedback. Customer represents that Feedback is original, doesn't violate third-party rights, and isn't subject to confidentiality obligations. Grantx has no obligation to implement, respond to, or maintain confidentiality of Feedback.

Customer acknowledges that Grantx may independently develop improvements similar to Feedback. Nothing in these Terms limits Grantx's right to develop, acquire, or market products without obligation to Customer, even if similar to Feedback provided.

### **8.3 Trade Secrets and Confidential Information**

Customer acknowledges that the GRASP engine represents revolutionary technology developed through substantial investment of time, effort, and resources. The following constitute Grantx trade secrets requiring highest protection:

- GRASP architecture and system design
- Machine learning model weights and parameters
- Training methodologies and datasets
- Proprietary algorithms for grant matching and scoring
- Performance metrics and accuracy rates
- Technical specifications and implementation details
- Non-public business methods and strategies

Customer agrees to maintain strict confidentiality of any trade secrets discovered through authorized use or inadvertent disclosure. Unauthorized disclosure, reverse engineering, or misappropriation of trade secrets may cause irreparable harm for which monetary damages are inadequate. Grantx is entitled to seek immediate injunctive relief, including temporary restraining orders and preliminary injunctions, without bond.

Trade secret obligations survive termination indefinitely as long as the information remains confidential and provides competitive advantage. Customer acknowledges that misappropriation may also constitute federal crimes under the Defend Trade Secrets Act and Economic Espionage Act.

### **8.4 Customer Content and Representations**

While Customer retains ownership of Customer Data, any content created using the Service may incorporate Grantx proprietary methods and insights. Customer may use such output for internal business purposes but may not:

- Extract or attempt to derive Grantx's proprietary methods from outputs
- Use outputs to train competing models or services
- Resell or redistribute outputs as a commercial service
- Remove proprietary notices or attribution from outputs

Customer represents and warrants that Customer Data doesn't infringe third-party intellectual property rights. Customer indemnifies Grantx against any claims arising from Customer Data. Grantx may remove or disable access to any Customer Data that allegedly infringes third-party rights.

## 8.5 DMCA Compliance

Grantx respects intellectual property rights and complies with the Digital Millennium Copyright Act. To report copyright infringement, contact our designated agent at [dmca@Grantx.com](mailto:dmca@Grantx.com) with:

- Identification of copyrighted work
- Identification of infringing material
- Contact information
- Statement of good faith belief
- Statement of accuracy under penalty of perjury
- Physical or electronic signature

Grantx will investigate reports and may remove infringing content, terminate repeat infringers, and take other appropriate action.

## 8.6 Open Source Components

The Service may incorporate open source software components subject to separate license terms. A list of open source components and applicable licenses is available at [Grantx.com/legal/opensource](https://Grantx.com/legal/opensource). Open source components are provided "as is" without warranties. Customer's use of open source components is subject to applicable open source licenses, which may grant additional rights or impose additional restrictions.

## 8.7 Reservation of Rights

All rights not expressly granted to Customer are reserved by Grantx. No implied licenses or rights are granted. Grantx reserves the right to pursue all available legal and equitable remedies for intellectual property violations including damages, profits, attorneys' fees, and criminal referral where appropriate.

Customer acknowledges that unauthorized use of Grantx intellectual property undermines Grantx's business model and competitive position. Customer agrees that liquidated damages of \$1,000,000 per instance of willful infringement represent a reasonable estimate of minimum harm, without limiting Grantx's right to seek actual damages.

# 9. Confidentiality

## 9.1 Confidential Information

Each party ("Receiving Party") shall protect the confidentiality of all non-public information received from the other party ("Disclosing Party") that is marked confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure ("Confidential Information").

Confidential Information includes but is not limited to:

- Technical information including software, source code, APIs, algorithms, and system architectures

- Business information including strategies, customer lists, pricing, financial data, and marketing plans
- Product information including roadmaps, unreleased features, and development plans
- Security information including vulnerabilities, access credentials, and security procedures
- Performance data including metrics, benchmarks, and system capabilities
- Any information disclosed under non-disclosure agreements

The Receiving Party shall:

- Use Confidential Information solely for purposes of performing under these Terms
- Protect Confidential Information using at least the same degree of care used for its own confidential information, but no less than reasonable care
- Limit access to employees and contractors with a legitimate need to know
- Ensure all personnel with access are bound by written confidentiality obligations at least as protective as these Terms
- Not disclose Confidential Information to any third party without prior written consent
- Promptly notify the Disclosing Party of any unauthorized use or disclosure

## **9.2 Exceptions to Confidentiality**

Confidentiality obligations do not apply to information that the Receiving Party can demonstrate through competent evidence:

a) Was publicly available at the time of disclosure or becomes publicly available through no fault of the Receiving Party b) Was rightfully known by the Receiving Party without confidentiality obligations prior to disclosure c) Was independently developed by the Receiving Party without use of or reference to Confidential Information d) Was rightfully obtained from a third party without breach of confidentiality obligations e) Is required to be disclosed by law, regulation, or court order, provided the Receiving Party:

- Promptly notifies the Disclosing Party unless legally prohibited
- Cooperates with efforts to seek protective orders or confidential treatment
- Discloses only the minimum information required
- Continues to protect any information not required to be disclosed

The Receiving Party bears the burden of proving any exception applies. Disclosure of specific information doesn't affect the confidential nature of remaining information.

## **9.3 Return and Destruction**

Upon termination or upon request, the Receiving Party shall promptly:

- Return all tangible Confidential Information and copies thereof
- Permanently delete all electronic Confidential Information from all systems
- Provide written certification of compliance signed by an authorized officer
- Exception: May retain copies required by law or automatic backup systems, subject to continuing confidentiality obligations

## 9.4 Survival and Duration

Confidentiality obligations survive termination for:

- Trade secrets: As long as the information remains a trade secret under applicable law
- All other Confidential Information: Five years from termination
- Information subject to attorney-client privilege: Indefinitely

Customer acknowledges that unauthorized disclosure may cause irreparable harm. The Disclosing Party is entitled to seek equitable relief, including injunction and specific performance, without prejudice to other remedies.

## 10. Service Level Agreement

### 10.1 Availability Commitment

Grantx commits to the following monthly availability targets:

- **Enterprise Tier:** 99.5% uptime (maximum 3.6 hours downtime per month)
- **Professional Tier:** 99.0% uptime (maximum 7.2 hours downtime per month)
- **Starter Tier:** Best effort availability with no guaranteed SLA

Availability is calculated as:  $(\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100$

"Downtime" means any period where the Service's primary functionality is unavailable, specifically:

- Core search functionality returns errors for more than 60 consecutive seconds
- API endpoints return 5xx errors for more than 60 consecutive seconds
- Web application is inaccessible from multiple geographic locations
- Critical features are non-functional affecting more than 10% of users

Availability is measured using Grantx's monitoring systems, which perform checks every 30 seconds from multiple global locations. Customer may request monthly availability reports through support channels.

### 10.2 Service Credits

If Grantx fails to meet the availability commitment, Customer is entitled to service credits:

#### **Enterprise Tier (99.5% target):**

- 99.0% - 99.49%: 5% credit
- 98.0% - 98.99%: 10% credit
- 97.0% - 97.99%: 20% credit
- 96.0% - 96.99%: 30% credit
- Below 96.0%: 50% credit

**Professional Tier (99.0% target):**

- 98.5% - 98.99%: 5% credit
- 97.5% - 98.49%: 10% credit
- 96.5% - 97.49%: 20% credit
- Below 96.5%: 30% credit

Credits are calculated as a percentage of the monthly subscription fee (excluding overages, add-ons, and one-time fees) and applied to the following month's invoice. Maximum total credit per month is 50% of monthly fees for Enterprise and 30% for Professional.

To receive credits, Customer must:

- Submit a support ticket within 7 days of the downtime event
- Provide reasonable detail about the impact on operations
- Be current on all payment obligations
- Not have contributed to the downtime through their actions

Credits are Customer's sole and exclusive remedy for availability failures. Credits cannot be exchanged for cash and expire if unused within 12 months.

**10.3 Exclusions from SLA**

The availability commitment excludes downtime resulting from:

**Customer-Caused Issues:**

- Customer's equipment, software, or network connectivity problems
- Customer's misuse of the Service or violation of Terms
- Customer's scripts, API usage, or integrations causing failures
- Excessive API requests triggering rate limiting or protection mechanisms

**Maintenance and Updates:**

- Scheduled maintenance with at least 24 hours advance notice
- Emergency maintenance for critical security patches (Grantx will attempt to provide maximum notice possible)
- Beta features, sandbox environments, or test instances
- Database maintenance windows communicated in advance

**External Factors:**

- Force majeure events as defined in Section 16.6
- Internet service provider failures or DNS issues outside Grantx's control
- Third-party service failures (payment processors, email providers, etc.)
- DDoS attacks or other malicious activity targeting the Service
- Government actions, court orders, or legal compliance requirements

### Service Modifications:

- Removal or modification of features with appropriate notice
- API version deprecation following published timeline
- Changes required for legal or regulatory compliance
- Performance degradation due to extraordinary usage patterns

### 10.4 Scheduled Maintenance

Grantx performs scheduled maintenance during the following windows:

- **Standard Maintenance:** Sundays 2:00 AM - 5:00 AM Eastern Time
- **Quarterly Maintenance:** First Sunday of each quarter, extended window 2:00 AM - 8:00 AM Eastern Time

Customer will receive notification via email and in-app banner at least 24 hours before standard maintenance and 7 days before quarterly maintenance. Grantx will use commercially reasonable efforts to minimize service impact during maintenance windows.

### 10.5 Performance Targets

In addition to availability, Grantx maintains the following performance targets (not subject to credits):

- Search response time: 95th percentile under 2 seconds
- API response time: 95th percentile under 1 second
- Page load time: 95th percentile under 3 seconds
- Data freshness: Grant updates within 24 hours of source publication

Performance is monitored continuously with metrics available in Customer's dashboard. Persistent performance degradation may be escalated through support channels.

### 10.6 Support Response Times

Based on subscription tier and issue severity:

#### Severity Levels:

- **Critical:** Service completely unavailable or data loss occurring
- **Major:** Significant functionality impaired affecting operations
- **Minor:** Non-critical features not working as expected
- **Informational:** Questions or enhancement requests

#### Response Time Commitments:

Enterprise Tier:

- Critical: 1 hour (24/7)
- Major: 4 hours (business hours)
- Minor: 1 business day
- Informational: 2 business days

Professional Tier:

- Critical: 4 hours (business hours)
- Major: 8 hours (business hours)
- Minor: 2 business days
- Informational: 3 business days

Starter Tier:

- All severities: Best effort, typically 3-5 business days

Business hours are Monday-Friday, 9 AM - 6 PM Eastern Time, excluding US federal holidays.

## **10.7 Remedy and Escalation**

If Customer is dissatisfied with service levels:

1. Initial escalation through support portal
2. Secondary escalation to Customer Success Manager (Enterprise only)
3. Executive escalation to VP of Engineering for persistent issues
4. For chronic SLA failures (3+ months), Customer may terminate with pro-rated refund

## **11. Warranties and Disclaimers**

### **11.1 Mutual Warranties and Representations**

Each party represents, warrants, and covenants to the other that:

#### **Authority and Capacity:**

- It has full corporate right, power, and authority to enter into these Terms
- The person executing these Terms is duly authorized to bind the party
- These Terms constitute a legal, valid, and binding obligation enforceable in accordance with their terms
- Execution and performance of these Terms will not violate any other agreement to which it is bound

#### **Compliance:**

- It will comply with all applicable federal, state, local, and international laws and regulations
- It maintains all necessary licenses, permits, and registrations required for its business
- It will not use the Service for any unlawful, fraudulent, or deceptive purposes
- It will comply with all applicable data protection and privacy laws

#### **No Conflicts:**

- Entering these Terms doesn't violate any other obligation, agreement, or court order
- There is no pending or threatened litigation that would materially affect performance
- It is not subject to any sanctions, debarment, or restricted party listings

Customer additionally warrants that:

- All information provided during registration and verification is accurate and complete
- It has obtained all necessary internal approvals and consents
- It has the right to provide Customer Data to Grantx for processing
- Its use of the Service will not violate any third-party rights

## 11.2 Service Disclaimer

**AS-IS BASIS:** THE SERVICE IS PROVIDED STRICTLY "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. Grantx EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT
- WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE
- WARRANTIES THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS
- WARRANTIES OF ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION
- WARRANTIES AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE SERVICE

**NO GUARANTEE OF AVAILABILITY:** Grantx DOES NOT WARRANT THAT:

- The Service will be uninterrupted, timely, secure, or error-free
- All errors, bugs, or vulnerabilities will be corrected or correctable
- The Service will be available at any particular time or location
- The Service will be compatible with all devices, browsers, or networks
- Any data or content will be retained for any particular period
- The Service will continue to be offered indefinitely

**THIRD-PARTY CONTENT:** Grantx disclaims all liability for third-party content accessible through the Service including:

- Grant opportunities posted by funding organizations
- Information from government databases or websites
- Third-party integrations or connected services
- User-generated content from other customers
- External links or referenced resources

## 11.3 Output Accuracy and Completeness Disclaimer

**NO GUARANTEE OF RESULTS:** Grantx EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING SERVICE OUTPUTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT:

**Grant Matching Accuracy:**

- No guarantee that all relevant grants will be identified

- No guarantee that suggested grants are actually available or funded
- No guarantee of eligibility determination accuracy
- Matching algorithms may produce false positives and false negatives
- Results depend on quality and completeness of Customer Data provided

**Information Currency:**

- Grant information may be outdated, incomplete, or inaccurate
- Funding availability can change without notice
- Deadline information may be incorrect or subject to change
- Funder requirements and preferences evolve continuously
- Historical success data may not predict future outcomes

**Funder Intelligence:**

- Funder profiles are based on automated analysis and may contain errors
- Giving patterns are estimates based on available data
- Contact information may be outdated or incorrect
- Strategic recommendations are suggestions only, not professional advice
- Competitive analysis is based on incomplete information

**CUSTOMER'S SOLE RESPONSIBILITY:** Customer is exclusively responsible for:

- Independently verifying all grant opportunities before applying
- Confirming eligibility requirements with funding organizations
- Meeting all application deadlines and requirements
- Ensuring accuracy of all submitted application materials
- Complying with all funder terms and conditions
- Making business decisions based on independent judgment

**11.4 No Professional Advice Disclaimer**

THE SERVICE DOES NOT PROVIDE PROFESSIONAL ADVICE. OUTPUT SHOULD NOT BE CONSTRUED AS:

**Legal Advice:**

- Interpretation of grant terms, regulations, or compliance requirements
- Guidance on legal structure, tax status, or regulatory matters
- Contract review or negotiation strategies
- Intellectual property or licensing guidance

**Financial Advice:**

- Investment recommendations or financial planning
- Budgeting or accounting guidance beyond basic templates
- Tax planning or reporting advice
- Audit or financial compliance guidance

**Grant Writing Services:**

- The Service does not write, review, or submit grant applications
- Templates and examples are illustrative only
- Success depends entirely on Customer's application quality
- No guarantee of funding regardless of Service usage

Customer should consult qualified professionals for legal, financial, tax, and other professional advice. Grantx is not liable for consequences of acting on Service outputs without professional consultation.

## **11.5 Beta Features and Experimental Functionality**

Beta features are provided "AS IS" with additional disclaimers:

- May contain bugs, errors, or security vulnerabilities
- May be discontinued or substantially modified without notice
- May result in data loss or corruption
- Are not covered by any SLA or support commitments
- Should not be used for production or critical workflows
- May be subject to additional terms or restrictions

Customer uses beta features entirely at its own risk. Feedback on beta features becomes Grantx property without compensation.

## **11.6 Machine Learning and AI Disclaimer**

Customer acknowledges that the Service uses machine learning and artificial intelligence technologies that:

- Are probabilistic and may produce unexpected or incorrect results
- Improve over time but are never perfect
- May exhibit biases present in training data
- Cannot replace human judgment and expertise
- May be affected by the quality and completeness of input data
- Are subject to continuous updates that may change outputs

Grantx does not warrant that AI-generated content will be accurate, unbiased, or appropriate for Customer's specific needs. Customer must review and validate all AI-assisted outputs before use.

## **11.7 Integration and Compatibility Disclaimer**

Grantx does not warrant compatibility with:

- Customer's specific hardware, software, or network configuration
- Third-party services, APIs, or platforms
- Future versions of browsers, operating systems, or devices
- Custom or proprietary systems
- Services behind firewalls or with special security requirements

Integration features are provided for convenience but may:

- Break due to third-party changes
- Have limited functionality compared to native features
- Require additional configuration or maintenance
- Be discontinued if third-party terms change

## **11.8 Limitation of Testing and Quality Assurance**

While Grantx employs quality assurance practices, Customer acknowledges:

- Testing cannot identify all potential issues
- Edge cases may not be discovered until production use
- Performance may vary based on usage patterns
- Security vulnerabilities may exist despite best efforts
- Updates may introduce new issues while fixing others

Customer agrees to report issues through proper support channels and allow reasonable time for investigation and resolution.

## **11.9 Customer Remedy Acknowledgment**

CUSTOMER ACKNOWLEDGES THAT:

- The fees reflect the allocation of risk set forth in these Terms
- Customer has had opportunity to evaluate the Service through trials
- Customer is not relying on any representations not explicitly in these Terms
- The disclaimers are an essential basis of the bargain between parties
- Customer assumes the risk of using the Service for its business purposes

If any disclaimer is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable while preserving the parties' intent.

## **11.10 Survival**

All disclaimers and limitations of warranties survive any termination or expiration of these Terms and continue to apply to any residual use of the Service or outputs obtained while the Terms were in effect.

## **12. Indemnification**

### **12.1 Customer Indemnification Obligations**

Customer shall defend, indemnify, and hold harmless Grantx, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, "Grantx Indemnitees") from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising from or relating to:

**Customer Conduct:**

- Customer's use or misuse of the Service, including violations of the Acceptable Use Policy
- Violation or breach of any provision of these Terms
- Negligent or willful misconduct in connection with the Service
- Use of the Service in combination with third-party products or services
- Modifications or alterations to the Service or its outputs

**Data and Content:**

- Customer Data, including claims that it infringes, misappropriates, or violates third-party intellectual property rights
- Inaccuracy, incompleteness, or misleading nature of Customer Data
- Unauthorized disclosure of confidential or personal information
- Failure to obtain necessary rights, consents, or permissions for data processing
- Data breach resulting from Customer's security failures

**Legal and Regulatory Compliance:**

- Violation of applicable laws, regulations, or industry standards
- Failure to comply with grant application requirements or funder terms
- Misrepresentation in grant applications or to funders
- Non-compliance with export controls, sanctions, or anti-corruption laws
- Violation of privacy laws including GDPR, CCPA, or HIPAA

**Third-Party Claims:**

- Disputes with funders regarding applications or awards
- Claims by Customer's employees, contractors, or agents
- Disputes with third parties Customer engages based on Service outputs
- Claims arising from Customer's products or services
- Allegations of unfair competition or business practices

**Unauthorized Activities:**

- Exceeding authorized use or access rights
- Sharing or reselling access without authorization
- Attempts to reverse engineer or extract proprietary information
- Use of the Service for competitive analysis or benchmarking
- False or fraudulent account information

## **12.2 Grantx Indemnification Obligations**

Grantx shall defend, indemnify, and hold harmless Customer and its officers, directors, and employees ("Customer Indemnitees") from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) alleging that Customer's authorized use of the Service directly infringes or misappropriates any third-party:

- Patent (issued as of the Effective Date)
- Copyright
- Trademark
- Trade secret under applicable law

**Exceptions to Grantx Indemnification:** Grantx has no obligation to indemnify for claims arising from or related to:

- Modifications or alterations to the Service made by or at Customer's direction
- Use of the Service in combination with third-party products, services, or data where infringement would not occur but for such combination
- Use of the Service in a manner not authorized by these Terms or documentation
- Use of outdated versions when Grantx has provided updates that would avoid infringement
- Customer Data or any content provided by Customer
- Compliance with Customer's specific designs, specifications, or instructions
- Beta features or experimental functionality
- Open source components governed by separate licenses
- Claims where Customer has settled or made admissions without Grantx's prior written consent

**Grantx's Mitigation Options:** If the Service becomes or is likely to become subject to an infringement claim, Grantx may, at its sole option and expense:

- Obtain rights for Customer to continue using the Service
- Replace or modify the Service to make it non-infringing while maintaining material functionality
- If neither option is commercially reasonable, terminate the Service and refund prepaid fees for the unused term

This Section 12.2 states Grantx's entire liability and Customer's exclusive remedy for intellectual property infringement claims.

## 12.3 Indemnification Procedures

**Notice Requirements:** The party seeking indemnification ("Indemnitee") must:

- Provide prompt written notice of any claim, but in no event later than 30 days after becoming aware
- Include all relevant details, documents, and correspondence related to the claim
- Provide notice even if the claim appears to lack merit
- Continue to forward all related communications promptly

Failure to provide timely notice relieves the indemnifying party ("Indemnitor") of obligations only to the extent such failure materially prejudices the defense.

## 13. Limitation of Liability

### 13.1 Liability Cap and Exceptions

**GENERAL LIMITATION:** EXCEPT AS PROVIDED IN THIS SECTION, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE GREATER OF:

- The total fees actually paid by Customer to Grantx in the twelve (12) months immediately preceding the event giving rise to the claim; or
- Five hundred dollars (\$500) for free tier users

This limitation applies regardless of:

- The number of claims or claimants
- Whether damages were foreseeable or advised
- Whether remedies fail their essential purpose
- The form of action or legal theory asserted

**Exceptions to Liability Cap:** The following are not subject to the above limitation:

**Unlimited Liability:**

- Customer's payment obligations for services rendered
- Either party's indemnification obligations under Section 12
- Liability for willful misconduct or gross negligence resulting in bodily injury or death
- Liability that cannot be limited under applicable law

**Enhanced Liability (Capped at 3x Annual Fees):**

- Breach of confidentiality obligations under Section 9
- Violation of intellectual property rights
- Customer's violation of the Acceptable Use Policy (Section 4.2)
- Unauthorized use exceeding license grants
- Data breaches caused by gross negligence

**Time-Based Aggregation:** All claims arising from related events or the same underlying facts are treated as a single claim arising when the first event occurred. The liability cap is not per claim but an aggregate for all claims during any 12-month period.

## **13.2 Consequential and Special Damages Exclusion**

**EXCLUSION OF DAMAGES:** NEITHER PARTY SHALL BE LIABLE FOR ANY:

**Economic Damages:**

- Lost profits, revenue, or anticipated savings
- Lost business opportunities or goodwill
- Lost grants or funding opportunities
- Failed grant applications or reduced award amounts
- Costs of substitute services or workarounds
- Business interruption or downtime costs
- Loss of competitive advantage or market position

**Consequential Losses:**

- Indirect, incidental, or consequential damages of any kind
- Special, exemplary, or punitive damages
- Damages based on third-party claims (except as indemnified)

- Loss arising from reliance on Service outputs
- Reputational harm or loss of publicity value
- Internal costs such as management time or overhead

**Data-Related Losses:**

- Cost of recreating or recovering lost data
- Value of lost or corrupted data
- Consequences of data breaches not caused by gross negligence
- Loss from inability to access or export data
- Damages from data inaccuracy or incompleteness

**THIS EXCLUSION APPLIES EVEN IF:**

- The party has been advised of the possibility of such damages
- Such damages were foreseeable or actually foreseen
- The limited remedies provided fail their essential purpose
- Such damages are characterized as direct rather than consequential

### **13.3 Basis of Bargain and Risk Allocation**

**Acknowledgment of Risk Allocation:** Customer acknowledges and agrees that:

- The limitations reflect a reasonable allocation of risk between the parties
- The pricing is based on these limitations being enforceable
- Without these limitations, Grantx would not offer the Service at current prices
- Customer has evaluated the Service and determined it meets its needs despite these limitations
- Customer could have negotiated different terms for Enterprise agreements but chose not to
- The risk of grant funding is inherently Customer's business risk

**Essential Purpose Doctrine:** Even if any limited remedy is found to have failed its essential purpose:

- The limitation of liability remains in effect
- The exclusion of consequential damages remains in effect
- The parties' risk allocation is preserved to maximum extent permitted by law
- Only the specific failed remedy is modified, not the entire limitation scheme

### **13.4 Specific Service Limitations**

**Grant Funding Outcomes:** Grantx is not liable for:

- Failure to receive any grant funding regardless of Service usage
- Receiving less funding than anticipated or historically achieved
- Missing grant opportunities due to Service limitations
- Incorrect eligibility determinations or match recommendations
- Changes in funder priorities or available funding
- Competition from other applicants

**Service Performance:** Liability is excluded for:

- Failure to meet non-binding performance targets
- Degraded performance during peak usage periods
- Feature deprecation or removal with appropriate notice
- Differences between expected and actual Service behavior
- Issues arising from Customer's usage patterns
- Problems with beta or experimental features

**Third-Party Dependencies:** No liability exists for:

- Third-party service outages or API changes
- Payment processor failures or disputes
- Cloud infrastructure provider issues
- Internet connectivity or DNS problems
- Browser or operating system incompatibilities

### 13.5 Notice and Mitigation Requirements

**Claim Prerequisites:** To preserve any claim, Customer must:

- Notify Grantx in writing within 30 days of discovering the issue
- Provide detailed description of the problem and claimed damages
- Demonstrate reasonable efforts to mitigate damages
- Cooperate with Grantx's investigation and remediation efforts
- Allow Grantx reasonable opportunity to cure any breach

**Mitigation Obligations:** Each party must use commercially reasonable efforts to minimize damages including:

- Implementing available workarounds or alternatives
- Accepting offered remedies or fixes
- Maintaining appropriate backups and disaster recovery
- Following recommended security practices
- Promptly reporting issues through proper channels

Failure to mitigate reduces recoverable damages proportionally.

### 13.6 Statutory Rights and Mandatory Law

**Preservation of Statutory Rights:** These limitations do not exclude or restrict liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded under applicable law
- Breach of terms implied by statute that cannot be waived

**Jurisdictional Variations:** If Customer is located in a jurisdiction that doesn't allow certain limitations:

- The limitation is enforced to the maximum extent permitted

- Only the unenforceable provision is modified, not the entire section
- The parties' commercial intent is preserved as much as possible
- Customer may be required to pay higher fees for unlimited liability

**Consumer Protection:** If Customer qualifies as a consumer under applicable law:

- Statutory consumer rights are not affected
- Additional remedies may be available under consumer protection laws
- Mandatory warranty provisions apply as required
- These Terms are subject to any non-waivable consumer protections

## **13.7 Insurance and Risk Management**

**Recommended Coverage:** Each party should maintain appropriate insurance including:

- Technology errors and omissions coverage
- Cyber liability insurance
- General commercial liability
- Business interruption insurance

Customer acknowledges that insurance, not Service provider liability, is the appropriate mechanism for protecting against catastrophic losses.

**No Third-Party Beneficiaries:** The limitations protect only the parties and their permitted assigns. No third party may claim rights under these limitations. The limitations don't create any duty to third parties.

## **13.8 Survival and Severability**

**Survival:** All limitations of liability survive:

- Termination or expiration of these Terms
- Completion of Services
- Payment of any amounts due
- Resolution of any disputes

The limitations apply to claims arising from events during the term regardless of when claimed.

**Severability:** If any limitation is found unenforceable:

- It shall be modified to the minimum extent necessary to be enforceable
- Other limitations remain in full effect
- The parties shall negotiate in good faith to replace the provision
- If no agreement is reached, the closest enforceable limitation applies

## **13.9 Fair Notice and Opportunity to Review**

Customer acknowledges that:

- It has had adequate opportunity to review these limitations
- It has consulted or had opportunity to consult with counsel

- The limitations are prominently disclosed in capitals
- It is sophisticated enough to understand the risk allocation
- It could have sought different terms but chose to proceed

For Enterprise customers who negotiated custom terms, any agreed modifications supersede these standard limitations only to the extent explicitly documented.

### **13.10 Exclusive Remedies**

The remedies provided in these Terms are exclusive unless:

- Otherwise explicitly stated in these Terms
- Additional remedies are required by applicable law
- The parties agree to different remedies in writing

Customer waives any claim to remedies not provided in these Terms to the maximum extent permitted by law.

## **14. Term and Termination**

### **14.1 Term and Automatic Renewal**

**Initial Term:** These Terms commence upon the earlier of:

- Account creation or registration
- First access to the Service
- Execution of an order form or enterprise agreement
- Payment for any Service plan

The initial subscription term is:

- Monthly plans: One calendar month from activation
- Annual plans: Twelve months from activation
- Enterprise plans: As specified in the enterprise agreement (minimum 12 months)

**Automatic Renewal:** All subscriptions automatically renew for successive periods equal to the initial term unless:

- Customer cancels at least 3 days before renewal (monthly plans)
- Customer cancels at least 30 days before renewal (annual plans)
- Customer cancels per enterprise agreement terms (typically 60 days)
- Grantx provides notice of non-renewal at least 30 days prior
- The account is terminated for cause

**Renewal Terms:**

- Renewals occur at then-current prices unless Customer has a valid price protection agreement
- Grantx will notify Customer of price changes at least 30 days before renewal
- Feature availability may change between terms with appropriate notice

- Promotional pricing does not automatically carry forward to renewals

**Prevention of Renewal:** Customer may prevent renewal by:

- Canceling through the account dashboard
- Providing written notice to [billing@Grantx.com](mailto:billing@Grantx.com)
- Removing payment methods (though this may trigger suspension)
- Downgrading to a free tier where available

## 14.2 Termination for Convenience

**Customer's Right to Terminate:** Customer may terminate at any time by:

- Providing 30 days written notice via email to [legal@Grantx.com](mailto:legal@Grantx.com)
- Canceling through the account dashboard (effective at end of current term)
- Submitting a termination request through support channels
- For Enterprise: Following notice provisions in the enterprise agreement

Customer remains liable for:

- All fees through the end of the notice period
- Any outstanding overages or additional services
- Contractual minimums for enterprise agreements
- Early termination fees if applicable under enterprise terms

**Grantx's Right to Terminate:** Grantx may terminate any account by providing:

- 30 days written notice for paid accounts
- 7 days notice for free accounts
- Immediate termination for accounts inactive over 180 days
- No notice required for violations of Terms (see Section 14.3)

Grantx may discontinue the Service entirely with:

- 90 days notice for substantial changes
- 180 days notice for complete shutdown
- Transition assistance for enterprise customers per agreement

**No Refunds for Convenience Termination:** Termination for convenience does not entitle Customer to any refunds for:

- Unused time in the current billing period
- Annual prepayments
- Committed enterprise minimums
- Professional services already rendered

## 14.3 Termination for Cause

**Material Breach by Customer:** Grantx may terminate immediately or upon specified notice for:

**Immediate Termination (No Cure Period):**

- Violation of Acceptable Use Policy (Section 4.2)
- Attempted reverse engineering or intellectual property theft
- Providing fraudulent information during registration
- Using the Service for illegal activities
- Breach of confidentiality with respect to trade secrets
- Second or repeated violations after previous warning
- Any breach that cannot reasonably be cured

**Termination with 15-Day Cure Period:**

- Non-payment after grace period expiration
- Exceeding usage limits by more than 200%
- Breach of data protection obligations
- Violation of export control or sanctions requirements
- General breach of Terms not specified above

**Material Breach by Grantx:** Customer may terminate for:

- Failure to provide Service for 5 consecutive days
- Breach of confidentiality obligations
- Violation of data protection requirements
- SLA failures exceeding 3 consecutive months
- General material breach not cured within 30 days of written notice

**Notice Requirements for Cause:**

- Must specify the breach in reasonable detail
- Must reference specific Terms sections violated
- Must be sent to legal@Grantx.com or registered address
- Cure period begins upon receipt of notice
- Breaching party must acknowledge receipt within 2 business days

## **14.4 Suspension Rights and Procedures**

**Grounds for Immediate Suspension:** Grantx may suspend access without notice for:

**Security Threats:**

- Active security breach or compromise
- Malware or virus detection
- Suspicious activity suggesting unauthorized access
- Distributed denial of service (DDoS) attacks
- Vulnerability that poses risk to other customers

**Violations and Abuse:**

- Clear violation of Acceptable Use Policy
- Excessive API usage affecting system stability
- Abusive behavior toward support staff
- Fraudulent activity or misrepresentation
- Circumvention of technical limitations

### Legal and Compliance:

- Court order or subpoena requiring preservation
- Law enforcement request with proper authorization
- Regulatory investigation or audit
- Sanctions or export control violations
- DMCA takedown notice

**Suspension with Notice:** Grantx will provide advance notice when practicable for:

- Non-payment after initial grace period
- Approaching or exceeding usage limits
- Required system maintenance
- Changes in legal or regulatory requirements

### Suspension Procedures:

- Immediate notification to account administrator via email
- Clear explanation of suspension reason
- Requirements for reinstatement if applicable
- Preservation of Customer Data during suspension
- Read-only access when possible for data export

**Reinstatement:** To restore access after suspension, Customer must:

- Cure the violation causing suspension
- Provide written assurance of future compliance
- Pay any reinstatement fee (\$250 for payment-related, \$500 for violations)
- Implement required security measures
- Accept any additional terms required by Grantx

## 14.5 Effect of Termination

**Immediate Consequences:** Upon termination effective date:

- All access credentials are deactivated
- API keys are revoked and cease functioning
- User sessions are terminated
- Write access is completely disabled
- Scheduled operations are cancelled
- Integrations are disconnected

**Data Export Period:** Customer has 30 days post-termination to:

- Export all Customer Data through self-service tools
- Request one comprehensive backup (Enterprise only)
- Transfer any purchased credits or entitlements
- Download invoices and account history
- Retrieve any user-generated content
- Document any custom configurations

After the 30-day period:

- All Customer Data is permanently deleted from production systems
- Backups are purged through normal rotation (additional 60 days)
- Account cannot be reactivated
- Data recovery is not possible

**Payment Obligations:** Upon termination, the following become immediately due:

- All outstanding invoices regardless of payment terms
- Accrued overages and additional services
- Pro-rated fees through termination date
- Early termination penalties if applicable
- Collection costs if account is delinquent

**Intellectual Property:**

- All licenses to use the Service terminate immediately
- Customer must cease using any Grantx intellectual property
- Cached or downloaded Service components must be deleted
- Any derivative works based on the Service must be destroyed
- Confidentiality obligations continue per Section 9

## **14.6 Survival of Terms**

The following provisions survive termination indefinitely:

- Intellectual Property Rights (Section 8)
- Confidentiality (Section 9)
- Disclaimers (Section 11)
- Indemnification (Section 12)
- Limitation of Liability (Section 13)
- Dispute Resolution (Section 15)
- General Provisions (Section 16)

The following survive for specified periods:

- Payment obligations: Until fully satisfied
- Data protection obligations: 5 years
- Audit rights: 3 years
- Non-compete (if applicable): Per agreement
- Support obligations: 30 days for data export only

## **14.7 Termination Scenarios and Special Cases**

**Acquisition or Merger:** If Customer is acquired by or merged with a competitor:

- Grantx may terminate with 30 days notice
- No refunds for prepaid periods
- Immediate data export rights
- Transition assistance at Grantx's discretion

**Bankruptcy or Insolvency:** If either party becomes insolvent or files for bankruptcy:

- Other party may terminate immediately
- Prepaid fees are non-refundable
- Data export must occur within 15 days
- Intellectual property licenses do not transfer to bankruptcy estate

**Government or Regulatory Action:** If government action prevents Service delivery:

- Grantx may terminate affected accounts immediately
- Pro-rated refunds for prepaid unused periods
- Best effort data export assistance
- No liability for inability to provide Service

**Free Tier and Trial Termination:**

- May be terminated by Grantx at any time without notice
- No data export rights beyond 7 days
- No service level commitments
- Automatic conversion to paid or termination at trial end

## 14.8 Post-Termination Obligations

**Customer Obligations:**

- Return or destroy all Grantx confidential information
- Provide written certification of destruction if requested
- Pay all outstanding amounts
- Cooperate with final audit if applicable
- Remove any references to Grantx from materials

**Grantx Obligations:**

- Provide data export capability for 30 days
- Maintain confidentiality of Customer Data
- Process final invoices within 45 days
- Provide proof of data deletion upon request
- Return any Customer confidential information

## 14.9 No Reactivation Rights

Terminated accounts cannot be reactivated except at Grantx's sole discretion and may require:

- Payment of all past due amounts plus penalties
- Acceptance of then-current Terms
- New verification and compliance review
- Higher pricing tier
- Advance payment or deposit
- Additional security measures

Customer acknowledges that termination is intended to be permanent and should export all necessary data during the post-termination period.

## 14.10 Waiver of Claims

By terminating, Customer waives any claims for:

- Service unavailability after termination
- Loss of data after export period
- Inability to access historical information
- Loss of custom configurations or settings
- Disruption to business operations
- Cost of transitioning to alternative services

These waivers do not affect claims arising before termination or rights that cannot be waived under applicable law.

## 15. Dispute Resolution

### 15.1 Informal Resolution and Escalation

**Mandatory Pre-Dispute Process:** Before initiating any formal proceeding, the parties must attempt good faith resolution through the following escalation process:

**Initial Notice:** The aggrieved party must provide written notice to the other party containing:

- Detailed description of the dispute and relevant facts
- Specific provisions of Terms allegedly breached
- Documentation supporting the claim
- Proposed resolution or remedy sought
- Contact information for designated representative

Notice must be sent:

- To Grantx: legal@Grantx.com with subject line "Formal Dispute Notice"
- To Customer: Email address associated with account and any physical address on file
- With confirmation of receipt requested

**Good Faith Negotiation Period:** For 30 days following notice, parties shall:

- Engage in at least two telephonic or video conferences
- Exchange relevant documents and information
- Consider alternative solutions and compromises
- Involve business representatives with decision-making authority
- Document all settlement discussions (which remain confidential)

**Executive Escalation:** If unresolved after initial 30 days:

- Each party designates a C-level executive or equivalent
- Executives meet within 15 days (in person or video)

- Final attempt at business resolution before formal proceedings
- If no resolution within 45 days total, formal proceedings may commence

**Tolling of Limitations:** All statutes of limitations and filing deadlines are tolled during the informal resolution period plus 30 days after conclusion to allow for formal filing if necessary.

## 15.2 Binding Arbitration Agreement

**Agreement to Arbitrate:** Any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or the relationship between the parties, including:

- Formation, interpretation, breach, or termination of these Terms
- Tort claims including fraud, misrepresentation, or negligence
- Statutory claims under federal, state, or local law
- Claims for payment, refunds, or service credits
- Data breach or privacy violations
- Intellectual property disputes (subject to exceptions)

SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING INDIVIDUAL ARBITRATION rather than in court, except for matters explicitly excluded in Section 15.3.

### Arbitration Rules and Procedures:

- **Provider:** American Arbitration Association (AAA)
- **Rules:** AAA Commercial Arbitration Rules and Mediation Procedures
- **Expedited Procedures:** Apply for claims under \$250,000
- **Large Complex Case Procedures:** Apply for claims over \$1,000,000
- **Consumer Rules:** Apply if Customer qualifies as consumer under applicable law

### Arbitrator Selection and Qualifications:

- Single arbitrator unless parties agree otherwise
- Must have at least 10 years experience in technology law
- Must be licensed attorney or retired judge
- Selected through AAA's standard appointment process
- Either party may request disqualification for conflict of interest

### Arbitration Location and Format:

- **Seat:** Wilmington, Delaware (legal seat for procedural matters)
- **Hearings:**
  - In-person in Delaware for claims over \$100,000
  - Video conference for claims under \$100,000
  - Telephonic for claims under \$25,000
  - Customer may request in-person hearing in their home city for additional cost

### Arbitration Procedures:

- Discovery limited to essential documents and 2 depositions per side
- Hearing limited to 3 days unless arbitrator finds good cause
- Decision within 30 days of hearing conclusion

- Reasoned award required explaining factual and legal basis
- Award is final and binding subject only to FAA grounds for review

### 15.3 Exceptions to Arbitration

**Intellectual Property and Confidentiality:** Either party may seek emergency, temporary, or preliminary injunctive relief in court for:

- Alleged violation of intellectual property rights
- Breach of confidentiality or trade secret obligations
- Unauthorized access or reverse engineering
- Violation of Acceptable Use Policy causing ongoing harm
- Any claim where injunctive relief is the primary remedy sought

Such court actions may proceed in parallel with arbitration for monetary damages.

**Small Claims Court:** Either party may bring qualifying claims in small claims court in:

- Grantx's case: Customer's residence or principal place of business
- Customer's case: Delaware or Customer's residence
- Claims must be within court's jurisdictional limit
- No attorneys' fees recoverable in small claims proceedings

**Criminal Proceedings:** Nothing prevents either party from:

- Reporting suspected criminal activity to law enforcement
- Cooperating with criminal investigations
- Providing evidence in criminal proceedings

**Regulatory Actions:** Disputes involving government agencies or regulatory bodies are not subject to arbitration including:

- FTC investigations or actions
- State attorney general proceedings
- Data protection authority complaints
- Grant funding agency disputes

### 15.4 Class Action Waiver

**INDIVIDUAL PROCEEDINGS ONLY:** ALL ARBITRATIONS AND COURT PROCEEDINGS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS:

- Class representative or class member
- Private attorney general
- Joined or consolidated proceeding
- Representative or collective action
- Association or group claim

**Mass Arbitration Procedures:** If 25 or more similar claims are filed:

- AAA's Mass Arbitration Supplementary Rules apply

- Initial test cases will be selected
- Results may inform settlement of remaining cases
- Each claim remains individual with separate fees

**Severability of Class Waiver:** If class action waiver is found unenforceable:

- The entire arbitration agreement is void
- Disputes proceed in court under Section 15.7
- All other Terms remain in effect

Customer acknowledges this waiver may affect ability to pursue claims that would be uneconomical individually.

## 15.5 Costs and Attorney's Fees

**Arbitration Costs:**

- **Filing Fees:** Customer pays first \$200, Grantx pays remainder
- **Arbitrator Fees:**
  - Claims under \$10,000: Grantx pays all
  - Claims \$10,000-\$75,000: Split equally
  - Claims over \$75,000: As allocated by AAA rules
- **Hearing Costs:** Each party bears own costs unless arbitrator allocates differently

**Attorney's Fees:**

- Each party generally bears its own attorney's fees
- Arbitrator may award fees to prevailing party if:
  - Contract or statute provides for fee shifting
  - Claim was frivolous or brought in bad faith
  - Party engaged in unnecessary delay or obstruction

**Fee Shifting for Frivolous Claims:** If arbitrator finds claim or defense frivolous:

- Losing party pays all arbitration costs
- Losing party pays reasonable attorney's fees
- Additional sanctions may be imposed

**Consumer Protection:** If Customer qualifies as consumer and applicable law provides more favorable cost terms, those terms apply instead.

## 15.6 Governing Law and Interpretation

**Choice of Law:** These Terms and any disputes are governed by:

- Laws of the State of Delaware
- Without regard to conflict of law principles
- Without application of UCITA (Uniform Computer Information Transactions Act)
- Federal Arbitration Act governs arbitration provisions

**International Customers:**

- UN Convention on International Sale of Goods does not apply
- Delaware law applies regardless of Customer's location
- Local mandatory consumer protection laws may supplement

**Interpretation Principles:**

- Terms interpreted according to plain meaning
- Ambiguities not construed against drafter
- Headers and examples are for convenience only
- English language version controls over translations

**15.7 Jurisdiction and Venue**

**For Permitted Court Proceedings:** Exclusive jurisdiction and venue for non-arbitrable disputes:

- Federal courts in the District of Delaware (if federal jurisdiction exists)
- State courts in New Castle County, Delaware (if no federal jurisdiction)
- Each party consents to personal jurisdiction in Delaware
- Each party waives any objection to venue

**Service of Process:** Each party consents to service via:

- Email to designated legal contact
- Certified mail to registered address
- Any method authorized by applicable law

**JURY TRIAL WAIVER:** EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO JURY TRIAL IN ANY PROCEEDING ARISING OUT OF THESE TERMS, WHETHER IN CONTRACT, TORT, OR STATUTE.

**15.8 Time Limitations for Claims**

**Statute of Limitations:** Any claim must be brought within:

- One year from when claim accrued for service-related issues
- Two years for payment disputes
- Three years for indemnification claims
- Applicable statute of limitations for intellectual property claims

Failure to initiate proceedings within these periods forever bars the claim regardless of any statute of limitations or other law.

**Accrual of Claims:** Claims accrue when:

- The breach or violation occurred
- The damage was or should have been discovered
- For continuing violations, from the last occurrence

**No Tolling Agreements:** Time limits cannot be extended except:

- During informal dispute resolution period
- By written agreement signed by both parties
- As required by applicable law

## 15.9 Remedies and Relief

**Available Remedies:** Arbitrator may award:

- Actual damages proven with reasonable certainty
- Declaratory or injunctive relief (subject to court confirmation)
- Specific performance of contractual obligations
- Restitution or disgorgement where authorized
- Costs and fees as provided in these Terms

**Limitations on Relief:** Arbitrator may not:

- Award relief exceeding what court could award
- Award punitive damages unless statutorily required
- Modify these Terms except as necessary for enforceability
- Award relief to non-parties
- Combine claims without consent

**Emergency Relief:** Pending appointment of arbitrator:

- AAA emergency arbitrator procedures apply
- Court may grant temporary restraining orders
- Emergency relief subject to reconsideration by arbitrator

## 15.10 Confidentiality of Proceedings

**Arbitration Confidentiality:** All aspects of arbitration remain confidential including:

- Existence and nature of dispute
- Documents exchanged in arbitration
- Testimony and evidence presented
- Arbitrator's award and reasoning

**Permitted Disclosures:** Confidentiality does not prevent:

- Disclosures required by law or court order
- Disclosures to enforce or challenge award
- Disclosures to legal and financial advisors under confidentiality
- Regulatory filings if required

**Public Filings:** If court proceedings are necessary:

- Parties shall seek to file under seal
- Redact confidential information where possible
- Limit public disclosure to minimum required

## 15.11 Severability and Modification

**Severability of Arbitration Provisions:** If any part of this dispute resolution section is invalid:

- Remaining provisions continue in full force
- Invalid provision modified to be enforceable
- If core arbitration agreement fails, litigation provisions apply

**No Modification:** This dispute resolution process cannot be modified except:

- By written agreement signed by both parties
- By arbitrator or court for enforceability
- As required by change in applicable law

Customer acknowledges having read and understood these dispute resolution provisions and agrees they are an essential inducement for Grantx to provide the Service at stated prices.

## 16. General Provisions

### 16.1 Entire Agreement and Order of Precedence

**Complete Agreement:** These Terms, together with any applicable order forms, enterprise agreements, data processing addenda, and documents incorporated by reference, constitute the entire agreement between the parties concerning the Service and supersede all prior and contemporaneous agreements, proposals, representations, understandings, and communications, whether oral or written, relating to the subject matter.

**Integration Clause:** Customer acknowledges that:

- No representations outside these Terms induced agreement
- No oral promises or assurances have been made
- Sales materials and demonstrations are not part of the agreement
- Feature roadmaps and product plans are aspirational only
- Any purchase orders are for administrative convenience and their terms are void

**Order of Precedence:** In case of conflict, documents control in the following order:

1. Executed enterprise agreement (if applicable)
2. Data processing addendum or security addendum
3. Active order form referencing these Terms
4. These Terms of Service
5. Service documentation and policies
6. Support documentation

No purchase order, vendor form, or customer terms shall modify these Terms even if Grantx processes payment under such documents.

### 16.2 Amendments and Modifications

**Grantx's Right to Modify:** Grantx may modify these Terms at any time by:

- Posting updated Terms at Grantx.com/legal/terms with effective date
- Sending email notice to account administrators at least 30 days before changes
- Displaying in-app notifications for material changes
- Requiring affirmative consent for certain fundamental changes

**Types of Changes:**

- **Routine Updates:** Clarifications, bug fixes, and non-material changes effective immediately
- **Standard Changes:** Most modifications effective after 30-day notice period
- **Material Changes:** Significant adverse changes to pricing, liability, or core features require 60-day notice
- **Legal Compliance:** Changes required by law may be immediate with best effort notice

**Customer Options for Material Changes:** If Grantx makes material adverse changes:

- Customer may reject by terminating within 30 days of notice
- Termination entitles Customer to pro-rata refund of prepaid fees
- Continued use after notice period constitutes acceptance
- Enterprise customers may have negotiated change protection

**Grandfathering:**

- Existing customers may be grandfathered under prior terms for up to 12 months
- Grandfathering applies only to pricing unless otherwise specified
- New features may require acceptance of updated terms
- Grandfathered terms end upon plan change or renewal

**Customer-Requested Modifications:** These Terms may only be modified in Customer's favor through:

- Signed written amendment by authorized representatives
- Executed enterprise agreement explicitly superseding sections
- Court order or regulatory requirement
- Never through purchase orders, emails, or informal communications

## **16.3 Assignment and Transfer**

**Restrictions on Assignment:** Neither party may assign, delegate, or transfer these Terms or any rights or obligations without prior written consent, except as provided below. Any attempted assignment in violation is null and void.

**Permitted Assignments:** Either party may assign without consent:

**Corporate Transactions:**

- To an affiliate under common control
- In connection with merger, acquisition, or sale of all or substantially all assets
- To a successor entity in corporate reorganization
- As part of internal restructuring maintaining same ultimate ownership

**Conditions for Permitted Assignment:**

- Assignee must agree in writing to be bound by these Terms
- Assignor must provide notice within 30 days of assignment
- Assignee must meet creditworthiness requirements (for Customer)
- Assignment cannot be to a direct competitor (defined below)

**Competitor Assignment Restrictions:** Customer cannot assign to a Grantx competitor (entity deriving >20% revenue from grant discovery services) without written consent. Grantx cannot assign to an entity that would compromise Customer confidential information.

**Change of Control:** A change of control constitutes assignment requiring:

- 30-day advance notice where possible
- Right to terminate if assignee is competitor
- Continuation of service during transition period
- Data export rights regardless of contract terms

**Binding Effect:** These Terms bind and inure to the benefit of:

- The parties and their permitted successors and assigns
- Surviving entities in mergers or consolidations
- Trustees or receivers in bankruptcy (subject to rejection rights)
- Personal representatives in case of individual death

## 16.4 Governing Law and Legal Framework

**Choice of Law:** These Terms and all related disputes are governed by:

- The laws of the State of Delaware, USA
- Without regard to conflict of law principles that would apply other law
- Without application of the UN Convention on Contracts for International Sale of Goods
- Without application of the Uniform Computer Information Transactions Act (UCITA)

**Federal Law Application:** Where applicable, federal law governs including:

- Federal Arbitration Act for arbitration provisions
- Copyright Act for intellectual property matters
- Electronic Signatures in Global and National Commerce Act (ESIGN)
- Export Administration Regulations
- Federal privacy and data security laws

**International Considerations:** For international Customers:

- Delaware law applies regardless of Customer location
- Local mandatory laws may supplement but not replace
- Currency references are to US Dollars
- Time references are to Eastern Time (ET)
- Language of agreement is English

**Interpretation Rules:**

- Terms interpreted according to plain meaning
- Technical terms given industry-standard definitions
- Ambiguities not construed against drafter
- Examples are illustrative, not limiting
- "Including" means "including without limitation"
- "Days" means calendar days unless specified

## 16.5 Severability and Reformation

**General Severability:** If any provision is held invalid, illegal, or unenforceable:

- The remaining provisions continue in full force and effect
- The invalid provision is severed only to extent necessary
- The parties' essential bargain is preserved to maximum extent
- The agreement is reformed to reflect original commercial intent

**Reformation Principles:** Invalid provisions shall be reformed to be enforceable by:

- Limiting geographic scope if overbroad
- Reducing time periods if excessive
- Adjusting monetary amounts if unreasonable
- Narrowing prohibited activities if overreaching
- Adding exceptions required by law

**Essential Terms:** If severance would fundamentally alter the agreement:

- Parties shall negotiate replacement provision in good faith
- If no agreement within 30 days, either party may terminate
- Arbitrator may reform provisions to preserve agreement
- Court reformation available for non-arbitrable provisions

**Partial Invalidity:** If a provision is invalid in some circumstances but not others:

- It remains valid where enforceable
- Invalidity in one jurisdiction doesn't affect others
- Different rules may apply to different customer types
- Consumer protection carve-outs apply where required

## 16.6 Force Majeure and Excused Performance

**Force Majeure Events:** Neither party is liable for failure or delay caused by circumstances beyond reasonable control including:

**Natural Events:**

- Natural disasters (earthquakes, floods, hurricanes, etc.)
- Severe weather preventing normal operations
- Pandemic, epidemic, or public health emergency
- Environmental disasters affecting operations

**Human Events:**

- War, terrorism, civil unrest, or sabotage
- Government actions, sanctions, or embargoes
- Labor disputes, strikes, or lockouts (excluding party's own employees)
- Infrastructure failures beyond party's control

**Technical Events:**

- Internet backbone failures
- Widespread power grid failures
- Critical vendor or supply chain disruptions
- Cyberattacks exceeding reasonable security measures

**Exclusions from Force Majeure:** Force majeure does not excuse:

- Payment obligations for services already rendered
- Obligations that could be performed despite the event
- Failures due to party's negligence or non-compliance
- Predictable or preventable events
- Financial inability or economic hardship

**Notice and Mitigation:** Affected party must:

- Notify other party within 5 business days
- Provide detailed description and expected duration
- Use commercially reasonable efforts to mitigate impact
- Provide regular updates on status
- Resume performance promptly when event ends

**Extended Force Majeure:** If force majeure continues over 30 days:

- Either party may terminate affected services
- Customer receives pro-rata refund for unused prepaid fees
- Data export rights extended appropriately
- No liability for termination due to force majeure

## **16.7 Export Compliance and Trade Controls**

**Export Restrictions:** Customer represents, warrants, and covenants that:

- It will comply with all applicable export laws and regulations
- It is not located in or a national of any embargoed country
- It is not on any prohibited party list
- It will not export or re-export Service in violation of law
- It will obtain required licenses for any controlled exports

**Prohibited Activities:** Customer shall not:

- Access Service from Cuba, Iran, North Korea, Syria, Russia, or Crimea
- Provide access to any sanctioned party or entity
- Use Service for prohibited end uses (nuclear, missile, chemical, biological weapons)
- Transfer technical data across borders without authorization

- Circumvent geo-blocking or access restrictions

**Screening and Monitoring:** Grantx may:

- Screen customers against prohibited party lists
- Monitor for suspicious access patterns
- Block access from embargoed locations
- Require additional documentation for export compliance
- Terminate immediately for violations

**Compliance Cooperation:** Customer agrees to:

- Provide export classification information if requested
- Assist with government inquiries or audits
- Maintain records of any exports for 5 years
- Indemnify Grantx for export violations
- Accept service restrictions in certain countries

## **16.8 US Government Rights and Procurement**

**Commercial Item Status:** The Service constitutes:

- "Commercial computer software" under FAR 12.212
- "Commercial item" under FAR 2.101
- Developed at private expense without government funding
- Licensed under standard commercial terms

**Government License Rights:** Government entities receive only:

- Rights explicitly granted in these Terms
- No special government rights or licenses
- No unlimited rights or government purpose rights
- No rights to source code or technical data

**Procurement Compliance:** Government customers acknowledge:

- Service is COTS (commercial off-the-shelf)
- No compliance with FAR Part 12 beyond standard terms
- No special security clearances or certifications
- Standard commercial warranty and indemnity only
- No acceptance of government terms unless negotiated

**Flow-Down Provisions:** Customer shall not flow down government requirements without Grantx consent. Any government-unique terms require separate negotiation and may affect pricing.

## **16.9 Waiver and Enforcement**

**No Implied Waiver:** No waiver is effective unless:

- In writing and signed by authorized representative

- Explicitly identifying provision being waived
- Stating scope and duration of waiver
- Cannot be implied from conduct or inaction

**Limited Effect of Waiver:** Any waiver:

- Applies only to specific instance identified
- Does not waive future compliance
- Does not waive other provisions
- Does not constitute course of dealing
- May be revoked with reasonable notice

**Cumulative Remedies:** All rights and remedies are cumulative except where explicitly exclusive. Exercise of one remedy doesn't preclude others. Partial exercise doesn't waive remaining rights.

**Enforcement Discretion:** Grantx's decision not to enforce any provision:

- Is not a waiver of future enforcement
- Does not affect rights of other customers
- Does not create reliance interest
- May change without notice

## **16.10 Notices and Communications**

**Notice Requirements:** All legal notices must be in writing and sent to:

**To Grantx:**

- Email: [legal@Grantx.com](mailto:legal@Grantx.com) (with read receipt requested)
- Physical: 100 Commercial St., Portland, ME 04101, Attn: Legal Department
- Copy to: [notices@Grantx.com](mailto:notices@Grantx.com) for urgent matters

**To Customer:**

- Email: Account administrator email on file
- Physical: Address provided during registration
- In-app: System notifications for operational matters

**Effectiveness:** Notices are effective:

- Email: Upon confirmed receipt or 2 business days after sending
- Physical Mail: 3 business days after postmark (certified mail)
- Courier: Upon signed delivery
- In-app: Upon display to logged-in user

**Operational Communications:** Routine communications may be sent via:

- Dashboard notifications
- SMS to verified numbers
- Slack or integrated channels

- Support ticket system

## 16.11 Independent Contractor Relationship

**No Partnership or Agency:** The parties are independent contractors. Nothing creates:

- Partnership, joint venture, or association
- Agency, employment, or fiduciary relationship
- Authority to bind the other party
- Joint liability for the other's obligations

**No Benefits:** Neither party's personnel are entitled to:

- Employment benefits from the other party
- Worker's compensation coverage
- Unemployment insurance
- Participation in retirement plans
- Insurance or health benefits

**Independent Operations:** Each party retains sole right to:

- Direct and control its own operations
- Hire and terminate its own personnel
- Enter agreements with third parties
- Develop competing products (subject to confidentiality)

## 16.12 Publicity and Marketing Rights

**Customer References:** Grantx may:

- List Customer name and logo in customer lists
- State that Customer is a Grantx user
- Describe Customer's industry and general use case
- Include Customer in case studies with prior approval

**Opt-Out Rights:** Customer may opt out by:

- Sending written notice to [marketing@Grantx.com](mailto:marketing@Grantx.com)
- Specifying scope of restriction
- Allowing 30 days for removal from materials
- Understanding existing materials may remain

**Customer Approval Required For:**

- Detailed case studies or success stories
- Specific metrics or outcomes
- Quotes or testimonials
- Press releases mentioning Customer
- Use of Customer's proprietary marks beyond logo

**Mutual Approval:** Neither party shall:

- Misrepresent the relationship
- Imply endorsement beyond actual use
- Disclose confidential information
- Use marks in misleading or harmful way

### 16.13 Third-Party Rights and Beneficiaries

**No Third-Party Beneficiaries:** These Terms are solely for the benefit of the parties. No third party has rights to:

- Enforce any provision
- Claim damages for breach
- Compel specific performance
- Assert reliance on any provision

**Exceptions:** Limited third-party rights exist for:

- Grantx affiliates and licensors (intellectual property protection)
- Indemnified parties under Section 12
- Arbitrators and courts (enforcement jurisdiction)
- Successors and permitted assigns

**Third-Party Services:** Customer acknowledges:

- Third-party services have separate terms
- Grantx is not liable for third-party services
- Integration doesn't create third-party obligations
- Customer must accept third-party terms directly

### 16.14 Survival of Obligations

**Automatic Survival:** The following provisions survive termination indefinitely:

- Intellectual Property Rights (Section 8)
- Confidentiality (Section 9)
- Representations and Warranties (Section 11)
- Indemnification (Section 12)
- Limitation of Liability (Section 13)
- Dispute Resolution (Section 15)
- General Provisions (Section 16)

**Limited Survival:** These provisions survive for specified periods:

- Payment obligations: Until satisfied plus 3 years
- Data protection: 5 years
- Non-solicitation (if applicable): 1 year
- Audit rights: 3 years
- Support for export: 30 days

**Interpretation of Survival:** Any provision that by its nature should survive will survive even if not explicitly listed, including provisions necessary to enforce post-termination rights.

## 16.15 Miscellaneous Terms

**Headings:** Section headings are for convenience only and don't affect interpretation.

**Counterparts:** These Terms may be executed in counterparts, each constituting an original and all forming one agreement.

**Electronic Signatures:** Electronic signatures are valid and enforceable under ESIGN Act and UETA.

**Language:** English is the controlling language. Translations are for convenience only.

**Construction:** These Terms are deemed jointly drafted with no presumption against drafter.

**Business Days:** References to business days mean Monday-Friday excluding US federal holidays.

**Costs and Expenses:** Each party bears its own costs except as explicitly provided.

**Further Assurances:** Each party shall execute additional documents reasonably necessary to effectuate these Terms.

**Entire Understanding:** Customer acknowledges reading, understanding, and agreeing to all provisions, having had opportunity for legal review.

## 17. Contact Information

**General Inquiries:** [hello@Grantx.com](mailto:hello@Grantx.com)

**Legal and Compliance:** [legal@Grantx.com](mailto:legal@Grantx.com)

**Security and Abuse:** [security@Grantx.com](mailto:security@Grantx.com)

**Support:** [support@Grantx.com](mailto:support@Grantx.com)

**Physical Address:** 100 Commercial St., Portland, ME 04101, USA

**BY CREATING AN ACCOUNT OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**