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 - iii. Licensee shall implement and maintain reasonable security practices for Credentials and access, including MFA where available, secure storage of tokens/keys, rotation of keys on compromise or personnel changes, and least-privilege access.

- iv. Licensee shall not interfere with, disable, or remove any watermarking, fingerprinting, honeypot, logging, or monitoring mechanisms.
- g. **Security and Audit Rights.**
 - i. Licensee shall implement role-based access controls (RBAC) to limit access to the Data to Authorized Users and shall ensure all Authorized Users use unique Credentials.
 - ii. Licensee shall protect the Data and Rapaport Proprietary Information using commercially reasonable security measures, including encryption in transit and at rest where stored (if storage is expressly authorized), secure key management, and endpoint protections.
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 - iv. Upon reasonable notice (or immediately in the event of a suspected breach), Rapaport may audit Licensee's compliance with this License. Licensee shall reasonably cooperate with audits, including providing relevant records relating to access controls, Authorized Users, Credentials issuance/revocation, and logs, subject to reasonable confidentiality protections. Such audit right applies during the term and for twelve (12) months following termination.
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 - vi. Licensee shall promptly notify Rapaport of any suspected unauthorized access, disclosure, scraping, credential compromise, or other security incident involving the Data, and shall cooperate with containment and remediation.
- h. **Trade Secrets; Methodology Protection.** Licensee acknowledges and agrees that Rapaport Proprietary Information includes trade secrets and confidential know-how relating to Rapaport's methodology, weighting, data pipelines, internal indices, quality control processes, and calculation procedures (whether or not disclosed in full). Licensee shall not reverse engineer, infer, reconstruct, or attempt to derive such methodology or processes from the Data or outputs, nor use the Data to validate, replicate, or approximate Rapaport's internal indices or QC methods for any external or competitive purpose.

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only be used as a general guideline for evaluating diamond prices. Rapaport prices do not replace the physical examination of a diamond by a knowledgeable appraiser who determines the quality and value of specific diamonds. Each diamond's value depends on its unique characteristics, some of which may not be included in the information on a diamond grading report or the information provided.

- c. Diamond prices may vary significantly from seller to seller. The identity of the seller, their location and the conditions of sale can have a major impact on price. Numerous additional factors including the reputation of the seller, brand value, design of the jewelry containing the diamond, and added value services such as credit and return privileges are important components of value and also have an impact on the price of a diamond. Our pricing structure does not resolve the variances in price that are attributable to the various added value propositions provided by sellers. Therefore our Information is only a guideline. The prices provided may be substantially higher or lower than actual transaction prices in the various markets.
- d. **Rapaport has extensive interests in the diamond industry worldwide including diamond brokerage and auction operations, diamond grading services and online diamond trading and sales companies. In some instances diamonds may be listed on our trading network as well as offered for sale by companies that buy diamonds from Rapaport associated companies that earn a commission if the diamonds are sold.**

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- e. Rapaport may elect, without prejudice to any other rights or remedies, to terminate this Agreement, immediately upon written notice, in the event that Licensee undertakes a transaction that would result in a Change of Control with respect to Licensee. Licensee shall provide notice to Rapaport in writing of its execution of any agreement confirming its intention to undertake a transaction that would result in a Change of Control with respect to Licensee. At any time within thirty (30) days from receipt of such a notice from Licensee, or Rapaport otherwise learns of such intentions of a Change of Control, Rapaport may terminate this Agreement by giving Licensee notice in writing of its election to terminate. The termination of this Agreement shall be effective no sooner than thirty (30) days after the service of such notice but no later than three (3) months after the service of such notice. "Change of Control" shall mean, with respect to a party, (i) sale of all, or substantially all, of the Party's assets to another party, or (ii) the transfer of equity ownership of the Party or the merger of the Party with another party (or similar transaction), such that a person or persons which could not elect a majority of the directors of that Party or otherwise exert control over that Party before such transfer, could elect a majority of the directors or otherwise exert control afterwards, other than a transfer which occurs in connection with an initial public offering of the shares of such Party.
- f. Upon termination of this License, the licenses granted to Licensee herein shall immediately cease, and Licensee shall immediately cease using the Data and Rapaport Proprietary Information, including but not limited to, its components and methods of calculation, and in whatever form provided, including in writing, electronically or verbally, and all other information provided by Rapaport, including but not limited to, all documentation, and software. You may no longer access the Data and Rapaport Proprietary Information and You shall promptly, at our option, delete any Data and Rapaport Proprietary Information and all copies thereof from your storage facilities and/or promptly return to us all originals and copies thereof, along with all documentation and other confidential information provided pursuant to this License. At our request, You shall provide to us written confirmation from a director or your internal legal counsel, of compliance with this clause 5f.
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- i. **Immediate Suspension.** Rapaport may immediately suspend access to the Data (including API access and Credentials) upon suspected or actual breach, security incident, or misuse, pending investigation and/or remediation.
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- iii. **Liquidated Damages.** Where enforceable, for each occurrence of Licensee's breach of the prohibited uses in Section 1.a.XI (including republication/redistribution, scraping/bulk export, Model Training, Benchmark creation, competitive use, or circumvention of controls), Licensee shall pay Rapaport liquidated damages in the amount of two hundred fifty thousand dollars (US \$250,000) per occurrence, as a reasonable pre-estimate of harm, in addition to Rapaport's right to seek injunctive relief and to recover actual damages for breaches not subject to liquidated damages. The parties agree that calculating actual damages for such breaches would be difficult and that this amount is not a penalty. Amounts may be adjusted by Rapaport in a separate written order form or addendum. An 'occurrence' includes each unauthorized act and each day a breach continues, and each separate system, product, dataset, model, or publication in which the prohibited use is implemented.
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Rapaport reserves the right, in its sole discretion, to modify pricing, billing structures, plans, programs, and included features at any time. Where required by applicable law, Rapaport will provide reasonable advance notice of material pricing changes. Continued use of the Services following any change constitutes acceptance of the revised pricing or program.

3. PAYMENT TERMS

All fees are payable in advance unless expressly agreed otherwise in writing by Rapaport.

Licensee authorizes Rapaport (or its designated payment processor) to automatically charge the payment method on file for all applicable fees, renewals, upgrades, usage charges, and applicable taxes.

Failure to pay any amount when due constitutes a material breach of the Agreement and may result in immediate suspension or termination of Services, without prejudice to Rapaport's other rights and remedies.

4. TERM AND RENEWAL

Membership subscriptions are provided for the billing period selected at purchase (e.g., weekly, monthly, annual, or other stated terms).

Unless otherwise specified, subscriptions renew automatically for successive terms of the same duration unless cancelled in accordance with Section 5 or terminated pursuant to the Agreement.

5. CANCELLATION

Licensee may request cancellation through available account settings or by written notice to Rapaport. Cancellation will be effective at the end of the then-current billing period (no mid-term cancellations) unless otherwise stated at purchase.

Cancellation does not relieve Licensee of payment obligations incurred prior to the effective cancellation date.

6. REFUNDS

Except where required by applicable law or expressly stated by Rapaport at the time of purchase, fees are non-refundable and no credits are provided for partial billing periods.

Any refunds, credits, or adjustments are issued solely at Rapaport's discretion and only to the original payment method.

7. SUSPENSION OF SERVICES

Rapaport may immediately suspend, restrict, or limit access to any Services (in whole or in part) if: (i) payment is overdue, disputed, or reversed; (ii) required compliance, verification, or account information is not provided; (iii) Licensee breaches the Agreement, including license restrictions or prohibited uses; (iv) Rapaport reasonably determines there is misuse, fraud, security risk, or legal exposure; (v) Licensee fails to provide a requested compliance certification under Section 5.g.vi of the Agreement within the required timeframe.

Suspension does not excuse or defer Licensee's payment obligations.

8. NO COMMERCIAL GUARANTEES

Rapaport makes no guarantees regarding pricing accuracy for any specific transaction, transaction volume, commercial results, profitability, market performance, or business outcomes.

Fees are payable regardless of actual usage levels, commercial success, or perceived value.

9. RELATIONSHIP WITH LICENSE RESTRICTIONS

Payment of fees or participation in any membership program does not authorize any use of the Data beyond the scope expressly permitted in the Data Licensing Agreement, including (without limitation) redistribution, republication, benchmark creation, AI or model training, bulk extraction, or external display.

Commercial terms do not limit Rapaport's rights to suspend access, terminate the Agreement, seek injunctive relief, or recover damages (including liquidated damages where applicable) under the Agreement.

10. ENTIRE COMMERCIAL UNDERSTANDING

This Schedule A constitutes the entire commercial understanding between the parties with respect to pricing, billing, subscriptions, and membership programs for Rapaport.com Services.

No verbal, informal, or implied statements shall modify these Commercial Terms unless expressly confirmed in writing by Rapaport.

11. GOVERNING LAW

This Schedule A is governed by and construed in accordance with the laws of the State of New York, consistent with the Agreement.

12. GENERAL

- a. The terms and conditions set out in this License may be altered and changed from time to time and, unless you provide written notice within three (3) business days, you agree to accept such alterations and changes as part of your contractual obligations. Such alterations and changes will be posted on the relevant Websites.
- b. This License represents the entire agreement between the parties hereto relating to the Data and Rapaport Proprietary Information and supersedes all previous statements and representations.
- c. Both parties acknowledge and agree that the parties' relationship is strictly and solely that of an independent contractor and that nothing contained in this License shall be construed to create an agency, partnership or joint venture between the parties.
- d. Neither party may assign or transfer in whole or in part any of its rights or obligations under this License without the prior written consent of the other party although we may assign this License within Rapaport without your prior written consent. No failure or delay by either party in exercising any right, power or remedy under this License shall operate as a waiver of any such right, power and remedy.

- e. This License shall be governed by, construed and take effect in accordance with the laws of New York, United States without regard to any conflict of laws provisions.
- f. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in these provisions and the other provisions of this Agreement shall remain in full force and effect. You agree that regardless of any law to the contrary, you must file any claim or cause of action arising out of or related to use of the Data, the Rapaport Proprietary Information or this Agreement within (6) six months of the event such claim or cause of action is based on, or forever be barred from doing so. The clause titles of this Agreement are for convenience only and have no legal or contractual effect.
- g. **Jurisdiction and Venue.** Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and each party irrevocably submits to such jurisdiction and waives any objection to venue or inconvenient forum.
- h. **Export Compliance.** Licensee shall comply with all applicable U.S. export control laws (including EAR and OFAC regulations) and shall not export, re-export, or transfer the Data (or any derivatives) to any prohibited person, entity, or destination. Breach of this obligation triggers immediate termination without notice and full liquidated damages under Section 5.g.iii.

13. Electronic Signature Agreement

By selecting the "I Agree" button and completing Your personal and company details, You are signing this Agreement electronically and agree to be bound by all the terms of this Agreement as at the date hereof (the "Effective Date"). You agree that Your electronic signature is the legal equivalent of Your manual signature on this Agreement. By selecting "I Agree" You consent to be legally bound by this Agreement and the Terms and Conditions. You further agree that Your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Rapaport instructions, acknowledgment, disclosures or communications electronically constitutes Your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by You in writing and has the full force and effect of a signature affixed by hand to a paper document. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of Your E-Signature or the validity of any resulting agreement between You and Rapaport arising from the terms hereof.

By clicking "I Agree," You also acknowledge that Your access to Rapaport services, including Rapaport Information Services, Rapaport Price List and/or RapNet-related features, may be subject to additional terms presented via clickwrap from time to time ("RIS Terms"), and that such terms may include prohibited uses consistent with this License, may reference API-specific terms where applicable, and may describe Telemetry and monitoring practices consistent with Section 1.f and Rapaport's privacy posture and RapNet Trading Rules. In the event of a conflict, the more protective restriction of Rapaport's Data and Rapaport Proprietary Information shall control, unless a separate written license expressly states otherwise.

PLEASE INDICATE YOUR CONSENT AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING ON THE "I AGREE" BUTTON.