

DATANYX TERMS OF SERVICE

Tekizma Inc., DBA Datanyx
11921 Freedom Drive, Suite 550, Reston, VA 20190, United States
www.datanyx.com — legal@datanyx.com

Effective Date: 18 March 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE DATANYX WEBSITE, PLATFORM, OR ANY ASSOCIATED SERVICES. BY ACCESSING WWW.DATANYX.COM, CREATING AN ACCOUNT, OR USING ANY PART OF THE DATANYX PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MUST NOT ACCESS OR USE THE WEBSITE OR PLATFORM.

IF YOU ARE ACCESSING THE PLATFORM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT USE THE PLATFORM.

These Terms of Service (“Terms”) govern your access to and use of the Datanyx website at <https://www.datanyx.com> (“Website”), the Datanyx platform and software (“Platform”), any free trial access, and any related services, content, or features made available by Tekizma Inc., DBA Datanyx (“Datanyx,” “Licensor,” “we,” “us,” or “our”).

Paying Customers: If you purchase a Datanyx subscription, your use of the Platform is additionally governed by the applicable Datanyx SaaS License Agreement or Datanyx On-Premise License Agreement (together, the “License Agreement”), and the associated Order Form. In the event of any conflict between these Terms and the applicable License Agreement, the License Agreement shall take precedence with respect to your subscription and use of the Platform.

1. WHO WE ARE

Datanyx is a proprietary data intelligence platform developed and owned by Tekizma Inc., DBA Datanyx, with its principal office at 11921 Freedom Drive, Suite 550, Reston, VA 20190, United States. Datanyx consists of three licensable modules: Datanyx Lens (self-service analytics, embedded reporting, and role-based access control), Datanyx Weave (data integration and transformation), and Datanyx MaskBits (data masking and de-identification).

2. ELIGIBILITY

To access or use the Platform, you must:

- Be at least eighteen (18) years of age;
- Have the legal capacity to enter into a binding agreement;
- Not be prohibited from using the Platform under applicable law; and
- If acting on behalf of a company or organization, be duly authorized to bind that entity to these Terms.

Datanyx reserves the right to refuse access to any person or entity at its sole discretion.

3. ACCOUNTS

3.1. Account Creation: To access certain features of the Platform, you must create an account. You agree to provide accurate, current, and complete information during registration and to keep your account information up to date.

3.2. Account Security: You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must notify us immediately at legal@datanyx.com if you suspect any unauthorized access to or use of your account.

3.3. One Account Per Entity: Unless otherwise agreed in writing, each company or individual may maintain only one account. You may not create multiple accounts to circumvent usage limits, access restrictions, or free trial limitations.

3.4. Account Termination: We reserve the right to suspend or terminate your account at any time if you violate these Terms or for any other reason at our reasonable discretion, with or without notice.

4. FREE TRIAL

4.1. Availability: Datanyx may offer a free trial of the Platform for a limited period as specified at the time of registration (“Free Trial”). The Free Trial allows you to evaluate the Platform before purchasing a subscription.

4.2. Free Trial Limitations: During the Free Trial, you may have access to limited features, modules, data capacities, or user counts as determined by Datanyx. Access to certain Licensed Modules or advanced features may require a paid subscription.

4.3. No Commitment: The Free Trial does not obligate you to purchase a subscription. At the end of the Free Trial period, your access will automatically expire unless you elect to purchase a subscription.

4.4. Conversion to Paid Subscription: If you choose to purchase a subscription during or at the end of your Free Trial, your continued use of the Platform will be governed by the applicable Datanyx SaaS License Agreement or Datanyx On-Premise License Agreement and the associated Order Form.

4.5. Data at End of Free Trial: Upon expiry of the Free Trial, Datanyx may delete your account data. You are responsible for exporting any data you wish to retain before the Free Trial period ends. Datanyx is not responsible for any loss of data following Free Trial expiry.

4.6. FREE TRIAL IS PROVIDED “AS-IS”: ALL FREE TRIAL ACCESS IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. DATANYX MAKES NO REPRESENTATIONS REGARDING UPTIME, PERFORMANCE, DATA SECURITY, OR FITNESS FOR A PARTICULAR PURPOSE DURING THE FREE TRIAL PERIOD. DATANYX SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO FREE TRIAL ACCESS.

5. PERMITTED USE

Subject to these Terms, Datanyx grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Website and Platform solely for your own internal business purposes and in accordance with these Terms and any applicable License Agreement.

You agree to use the Platform only in a manner that complies with all applicable laws and regulations and in accordance with the Datanyx Acceptable Use Policy available at <https://www.datanyx.com/legal/acceptable-use-policy-18-03-2026.pdf>, which is incorporated into these Terms by reference.

6. PROHIBITED USE

You must not:

- Use the Website or Platform for any unlawful purpose or in violation of any applicable law or regulation;
- Attempt to gain unauthorized access to any part of the Platform, other accounts, or Datanyx systems or networks;
- Reverse engineer, decompile, disassemble, or attempt to extract the source code of the Platform;
- Use the Platform to transmit any harmful, offensive, defamatory, obscene, or otherwise objectionable content;
- Upload or transmit viruses, malware, or any code designed to disrupt, damage, or limit the functioning of any software or hardware;

- Use the Platform to scrape, harvest, or collect data from other users without their consent;
- Use the Platform to provide services to third parties in a manner that effectively makes you a reseller or service bureau without a separate written agreement with Datanyx;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity;
- Use automated tools, bots, or scrapers to access the Website or Platform without prior written consent;
- Interfere with or disrupt the integrity or performance of the Platform or the data contained therein; or
- Remove, alter, or obscure any proprietary notices, branding, copyright statements, or ownership markings on or within the Platform.

7. INTELLECTUAL PROPERTY

7.1. Datanyx Ownership: The Datanyx Platform, Website, and all content, features, functionality, software, source code, architecture, trademarks, service marks, logos, documentation, and proprietary materials therein are and shall remain the exclusive property of Tekizma Inc. and its licensors. All rights not expressly granted to you under these Terms are reserved.

7.2. No Transfer of Ownership: Nothing in these Terms grants you any ownership interest in the Platform, Website, or any associated intellectual property. Your right to use the Platform is a limited license only.

7.3. Your Content: You retain ownership of all data, content, and materials that you upload, submit, or process through the Platform (“Your Content”). By using the Platform, you grant Datanyx a limited, non-exclusive licence to access and process Your Content solely as necessary to provide the Platform services to you and as described in these Terms and the applicable License Agreement.

7.4. Feedback: If you submit feedback, suggestions, ideas, or recommendations to Datanyx regarding the Platform or Website, such feedback shall be deemed non-confidential and Datanyx may use it freely without any obligation or compensation to you.

7.5. Trademarks: The Datanyx name, logo, and all related marks are trademarks of Tekizma Inc. You may not use any Datanyx trademark, service mark, or trade name without our prior written consent.

8. PRIVACY AND DATA

Your use of the Platform is subject to the Datanyx Privacy Policy available at <https://www.datanyx.com/legal/privacy-policy-18-03-2026.pdf>, which is incorporated into these Terms by reference and describes how we collect, use, and protect your personal information.

If you are a paying customer, data processing obligations are additionally governed by the Datanyx Data Processing Addendum (DPA) available at <https://www.datanyx.com/legal/dpa-18-03-2026.pdf>, which forms part of your applicable License Agreement.

You are responsible for ensuring that any data you upload to or process through the Platform complies with all applicable data protection laws and that you have all necessary rights, consents, and permissions to use such data in connection with the Platform.

9. THIRD-PARTY LINKS AND SERVICES

The Website and Platform may contain links to third-party websites, services, or content that are not owned or controlled by Datanyx. Datanyx has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We encourage you to review the terms and privacy policies of any third-party services you access.

The Platform may integrate with third-party data sources, databases, APIs, and services. Datanyx does not warrant the availability, performance, accuracy, or security of any third-party integrations. Your use of third-party services is at your own risk and subject to the applicable third-party terms.

10. DISCLAIMERS

10.1. THE WEBSITE AND PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, RELIABILITY, OR UNINTERRUPTED AVAILABILITY.

10.2. DATANYX DOES NOT WARRANT THAT THE WEBSITE OR PLATFORM WILL BE ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

10.3. No Professional Advice: The Platform is a data analytics and reporting tool. Nothing on the Website or Platform constitutes legal, financial, medical, regulatory, or professional advice. You are solely responsible for verifying the accuracy, suitability, and legality of any outputs or insights generated by the Platform.

10.4. No Guarantee of Results: Datanyx does not guarantee that use of the Platform will achieve any particular business outcome, result, or objective.

11. LIMITATION OF LIABILITY

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATANYX SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF BUSINESS, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR PLATFORM, EVEN IF DATANYX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. TO THE EXTENT NOT OTHERWISE DISCLAIMED, DATANYX'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE WEBSITE OR PLATFORM SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO DATANYX IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. FOR FREE TRIAL AND NON-PAYING USERS, LIABILITY IS GOVERNED EXCLUSIVELY BY SECTION 4.6 OF THESE TERMS, WHICH PROVIDES THAT DATANYX SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO FREE TRIAL ACCESS.

11.3. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Datanyx, Tekizma Inc., and their respective officers, directors, employees, contractors, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- Your use of or access to the Website or Platform;
- Your violation of these Terms or any applicable law or regulation;
- Your Content or any data you upload or process through the Platform;
- Your violation of any third-party rights, including intellectual property or privacy rights; or
- Any unauthorized use of your account.

13. MODIFICATIONS TO THE PLATFORM AND TERMS

13.1. Platform Changes: Datanyx reserves the right to modify, suspend, or discontinue any part of the Website or Platform at any time. For website visitors and free trial users, Datanyx will endeavor to provide reasonable notice where practicable but is not obligated to do so. For paying customers, any material changes to the Platform that affect subscribed functionality are governed by the applicable Datanyx SaaS License Agreement or Datanyx On-Premise License Agreement, which requires thirty (30) days written notice for amendments. Datanyx shall not be liable to any party for any modification, suspension, or discontinuation of the Platform.

13.2. Changes to These Terms: Datanyx may update these Terms from time to time. When we do, we will revise the Effective Date at the top of this page. We may also notify you by email or via a notice on the Website. Your continued use of the Website or Platform after the updated Terms become effective constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Website and Platform.

14. TERM AND TERMINATION

14.1. Term: These Terms are effective from the date you first access the Website or Platform and remain in effect until terminated.

14.2. Termination by You: You may stop using the Website and Platform at any time. If you have a paid subscription, termination of your subscription is governed by the applicable License Agreement.

14.3. Termination by Datanyx: Datanyx may terminate or suspend your access to the Website or Platform immediately, without prior notice, if you breach these Terms or violate the Acceptable Use Policy. Datanyx may also terminate or suspend your access for legitimate business reasons, including but not limited to discontinuation of the Platform, legal or regulatory requirements, or security concerns, by providing reasonable notice where practicable.

14.4. Effect of Termination: Upon termination, your right to access and use the Website and Platform shall immediately cease. For paying customers, data export rights and post-termination obligations are governed exclusively by Section 11.4 of the applicable Datanyx SaaS License Agreement or Datanyx On-Premise License Agreement, which provides a reasonable window of up to thirty (30) days to export Customer Data. For free trial and non-paying users, Datanyx has no obligation to retain, preserve, or provide access to any data following termination. You are solely responsible for exporting any data prior to termination, and Section 4.5 applies. The following provisions survive termination of these Terms: intellectual property, disclaimers, limitation of liability, indemnification, and governing law.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without giving effect to conflict-of-law principles.

15.2. Jurisdiction: Any dispute arising out of or relating to these Terms or your use of the Website or Platform shall be subject to the exclusive jurisdiction of the courts located in Fairfax County, Virginia, USA.

15.3. Dispute Resolution: Before initiating any legal proceedings, both parties agree to attempt to resolve any dispute through good faith negotiation for a period of thirty (30) days from the date written notice of the dispute is given. If the dispute remains unresolved, either party may pursue its rights through the courts of Fairfax County, Virginia.

15.4. Injunctive Relief: Nothing in these Terms prevents Datanyx from seeking immediate injunctive or equitable relief in any court of competent jurisdiction to prevent unauthorized use, infringement, or misappropriation of the Platform or any Datanyx intellectual property.

16. GENERAL PROVISIONS

16.1. Entire Agreement: These Terms, together with the Privacy Policy, Acceptable Use Policy, and any applicable License Agreement and Order Form, constitute the entire agreement between you and Datanyx regarding your use of the Website and Platform.

16.2. Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

16.3. Waiver: Datanyx's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

16.4. Assignment: You may not assign or transfer any rights or obligations under these Terms without Datanyx's prior written consent. Datanyx may assign these Terms to an affiliate or successor in connection with a merger, acquisition, or restructuring.

16.5. Relationship of Parties: Nothing in these Terms creates a partnership, joint venture, agency, employment, or fiduciary relationship between you and Datanyx.

16.6. Force Majeure: Datanyx shall not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, acts of government, internet or infrastructure failures, or civil unrest.

16.7. Language: These Terms are drafted in English and shall be interpreted solely in the English language. Any translation provided is for convenience only.

16.8. Contact: If you have any questions about these Terms, please contact us at legal@datanyx.com or by post at Tekizma Inc., 11921 Freedom Drive, Suite 550, Reston, VA 20190, United States.

16.9. Publicity Rights: Unless otherwise expressly agreed in writing, Datanyx may refer to you or your company as a user or customer of the Datanyx Platform in its marketing materials, website, case studies, proposals, and investor communications. You may revoke this permission at any time by providing written notice to legal@datanyx.com, and Datanyx will cease such use within a reasonable period following receipt of your notice.

17. RELATED POLICIES AND DOCUMENTS

The following documents form part of the Datanyx legal framework and are available on the Datanyx website:

- Privacy Policy — <https://www.datanyx.com/legal/privacy-policy-18-03-2026.pdf>
- Acceptable Use Policy — <https://www.datanyx.com/legal/acceptable-use-policy-18-03-2026.pdf>
- Data Processing Addendum (DPA) — <https://www.datanyx.com/legal/dpa-18-03-2026.pdf>
- Datanyx SaaS License Agreement — governs paid SaaS subscriptions
- Datanyx On-Premise License Agreement — governs paid on-premise deployments
- Support Policy — <https://www.datanyx.com/legal/support-policy-18-03-2026.pdf>