API Terms and Conditions Agreement

1. **Acceptance.**
   The API Terms and Conditions **(**the **"Terms")** in this API Terms and Conditions Agreement **("Agreement")** are entered into between The Cincinnati Insurance Company and its affiliates and subsidiaries (collectively **"Cincinnati Insurance," "we," or "our"**) and you and any company you represent (collectively referred to hereafter as **"Provider," "you," or "your"**), as the user of the Cincinnati Insurance's APIs. If Provider does not agree with the Terms, Provider must discontinue all access to and use of the APIs. Provider agrees that these Terms govern your use of the APIs.

2. **API License.**
   Subject to compliance with the Terms, Cincinnati Insurance hereby grants you a limited, non-exclusive, non-assignable, non-transferable, revocable-at-any-time license to use the Cincinnati Insurance APIs to develop, test, support, and use your application. Each API may have associated policy or procedure documentation **("API Policy(ies)")** that may set forth additional terms relating to the use of that certain API and any data or content provided through or submitted to that certain API. The API Policies are incorporated in these Terms by reference and may contain additional terms and conditions. In the event of a conflict between these Terms and the API Policies, the API Policies control. Subject to your compliance with the Terms and API Policies, Cincinnati Insurance hereby grants you a limited, non-exclusive, non-assignable, non-transferable, revocable-at-any-time license to use the Cincinnati Insurance data available through the APIs to integrate your product, service, or application with our APIs for your internal business purposes and to develop and provide your products or services for your customers, but for no other purpose. All rights not expressly set forth herein are hereby reserved.

3. **APIs and Provider Content.**
   a. Provider may use the APIs made available to use solely in accordance with any instructions from Cincinnati Insurance or documentation related to the APIs and otherwise in accordance with these Terms. Cincinnati Insurance, or as applicable, its suppliers or licensors, owns all software, APIs, documentation, material, data, or property **("Cincinnati Insurance IP")**. Provider's use of any Cincinnati Insurance IP is subject to these Terms. For all data or material that Provider submit to Cincinnati Insurance through our API **("Provider Content")**, Provider hereby grants Cincinnati Insurance a perpetual, irrevocable, non-exclusive, assignable, transferable, worldwide, and fully paid-up and royalty-free license to use, host, store, modify, communicate, and publish Provider Content for commercial and non-commercial purposes, including, without limitation, as a part of providing Provider with the APIs; providing Provider or others with Cincinnati Insurance products or services; improving or developing Cincinnati Insurance products, services, or APIs. Unless otherwise specified in separate agreement between Cincinnati Insurance and Provider or as may be set forth in the API Policies, Cincinnati Insurance retains all ownership of all data stored in or provided by the APIs, made available hereunder. Provider's use of any Cincinnati Insurance data will be limited to use solely related to the use of the API will comply with the Terms and the API Policies.
   b. Cincinnati Insurance assumes no responsibility, and shall not be liable for, any damages to your computer equipment or other property as a result of your access to or use of the API or arising in connection with any failure of performance, error, omission, interruption, defect, computer virus, worms, Trojan horses, other destructive or harmful code, delay in operation or transmission, or line or system failure. Cincinnati Insurance is also not responsible for the content on your website. The use of our API on your website does not imply approval of or endorsement by Cincinnati Insurance of those websites or their content.

c. You agree to monitor the use of any applications developed by you to interact with the API **("Your Applications")** for any activity that violates applicable laws, rules, and regulations or any terms and conditions of these Terms, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications. You agree to provide a resource for users of Your Applications to report abuse of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the API, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.

4. **Representations and Warranties.**
Provider represents and warrants to Cincinnati Insurance that:
a. Provider has all right, title, and interest to license Provider Content to Cincinnati Insurance,
b. Provider Content does not violate, infringe upon, or misappropriate a third party's intellectual property or proprietary rights or breach any contract with a third party or otherwise violate applicable laws,
c. Provider Content will not contain any disabling device or any malware or other software routine, scripts, or code that could cause (i) unauthorized access to equipment, systems or data, (ii) unauthorized disclosure of data, or (iii) unauthorized deletion of data;
d. Provider has the power and authority to enter into the Terms;
e. Provider has the power and authority to bind your company or entity;
f. Provider is in compliance with the Terms;
g. Provider is in compliance with applicable laws; and
h. Provider will not use Cincinnati Insurance's Confidential Information to train or uptrain any machine learning, neural network, deep learning (including large language models), predictive analytics, or other artificial intelligence **("AI")** whether in Provider's own or in a third party's system or software, and that before using any AI tool(s) in conjunction with any Confidential Information whether in Provider's own or in a third party's system or software, Provider shall obtain Cincinnati Insurance's written consent. Such requests for consent must include: (i) a description of the Confidential Information that will interact with or be consumed by the AI tool; (ii) the type of AI tool or search engine; (iii) all locations where the Confidential Information provided to the AI tool will be processed or stored; and (iv) the purposes for which any AI output will be used. In the event Cincinnati Insurance provides written consent to the Provider to use AI tool(s) in conjunction with any Confidential Information, Provider agrees that Confidential Information made available to the AI tools will be limited to only the data types approved and necessary to meet the approved purposes consistent with the relevant Services provided by Provider to Cincinnati Insurance; and represents and warrants that Provider has the power and authority to grant the licenses and all other rights it extends under this Agreement resulting from Generative AI.

5. **Feedback.**
If Provider provide any feedback or suggestions **("Feedback")** to Cincinnati Insurance regarding the APIs or associated documentation, Provider hereby assign to Cincinnati Insurance all right, title, and interest in and to Provider Feedback, and hereby agree to execute any and all documentation and undergo any necessary steps to effectuate this assignment at Provider's own cost and expense, and at Cincinnati Insurance's instruction.

6. **Payment.**
Cincinnati Insurance does not currently charge a fee for accessing or using our APIs; however, Cincinnati Insurance may do so in the future.

7. **Use of APIs.**
Unless specifically set forth in the applicable API Policy, Provider is not permitted to do, or attempt to do, any of the following:
   a. Assign, transfer, sell, or license any rights granted to Provider herein to any third party;
   b. Disable, deactivate, interfere with, modify or circumvent any security protocols, systems, passwords, access controls, technologies, features, functionality or methodologies associated with the Cincinnati Insurance Network or the APIs;
   c. Defeat, remove, deactivate or otherwise circumvent any protection mechanisms for the Cincinnati Insurance Network or the APIs;
   d. Upload, transmit, link to, or publish any illegal, threatening, abusive, defamatory, libelous, deceptive, unfair, obscene, or offensive data or content to the APIs or the Cincinnati Insurance Network;
   e. Upload, transmit, link to, or publish any material which could be used to exploit or harm minors or others, containing sexual or pornographic content, pertaining to gambling, or advocating intolerance of other individuals;
   f. Transmit, communicate, propagate, or introduce any virus, malware, malicious or destructive code, software, files, systems, denial of service attack, or otherwise;
   g. Send or transmit any unsolicited, illegal, or unpermitted communications, marketing, advertising, spam, or otherwise;
   h. Use the APIs, or information gained from access to the APIs, to migrate (or attempt to migrate) individuals or entities away from a Cincinnati Insurance service or product, unless permitted in writing by Cincinnati Insurance or except in connection with the use of the API by your application;
   i. Create copies of any data you access or obtain through use of the APIs, by scraping, building databases, or otherwise, unless such is necessary to enable Provider's application to be used in an intended manner;
   j. Request more data than your application needs for its intended functionality;
   k. Request, use, or make available data that was obtained by using the APIs beyond any permissions customers granted Provider in connection with using Provider's application;
   l. Use your application to enable others to circumvent the need to obtain a license from Cincinnati Insurance to use the application or service accessed through the API;
   m. Misrepresent the need for others to obtain a license to use the product or service accessed through the API;
   n. Hide a violation of these Terms through obscuring or altering the source of incoming queries or in any other manner;
   o. Circumvent or attempt to circumvent any limits placed on Provider's use of the APIs by Cincinnati Insurance;
   p. Use the APIs for performance testing of Provider's application, unless permitted in writing by Cincinnati Insurance;
   q. Use the APIs, or data accessed or obtained from them, to discover or expose an actual or potential security vulnerability;
   r. Use the APIs in any way that unreasonably increases the risk of a privacy or security violation for Provider's or our customers;
   s. Post or transmit material that is confidential to Provider or proprietary to a third party, unless Provider has written permission from the third part to do so;
   t. Use the APIs in such a way that your usage negatively affects the stability of the APIs or the manner in which other apps using the APIs behave;
   u. Use a disproportionate amount of bandwidth;

v. Use the APIs or the Cincinnati Insurance Network for any purpose or in any manner not permitted by applicable laws, including uploading, transmitting, linking to, or publishing material that violates any copyright, trademark, fair use, insurance, or financial disclosure laws;

w. Upload, transmit, link to, or publish an image unless Provider owns the exclusive right to display the image in this context, and if the image is of a person, that you have their consent and have also verified confirmation that they are of legal age;

x. Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, organizational form, or specifications of the APIs or the Cincinnati Insurance Network, software, or system;

y. Provide any permitted access codes, passwords, or security tokens or information to any third party, except as otherwise provided herein;

z. Interfere with, disrupt or attempt to gain unauthorized access to Cincinnati Insurance's computer network or systems;

aa. Interfere with the operation of or disrupt the APIs or any other party's use of the APIs or the Cincinnati Insurance Network or systems or use the APIs in any way that could harm or damage Cincinnati Insurance, the APIs, or anyone else's use of the APIs; or

bb. Otherwise use the APIs for any purpose or in any manner not expressly permitted by the API Policies, these Terms, or by Cincinnati Insurance in writing.

If, through your use of Cincinnati Insurance's APIs, you have access to or will collect, transmit, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, you shall at all times remain in compliance with the Payment Card Industry Data Security Standard **("PCI DSS")** requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at your sole cost and expense.

8. **Confidentiality.**

a. **Definition of Confidential Information.** Confidential Information means any information, data or software disclosed under this Agreement by Cincinnati Insurance to Provider or its Consultants, whether in oral, written, graphic or machine-readable form, whether marked as "Confidential" or with a similar legend or which would be reasonably understood by Provider to be the type of material that should be treated as confidential, which may include but not be limited to, object code, source code, software tool specifications, functions and features, integration and shared data block specifications, financial statements, corporate and stock information, file layouts, marketing strategies, business, product or acquisition plans, current business relationships or strategies and information relating to the business or affairs of Cincinnati Insurance and specifically including customer lists and information about persons with whom Cincinnati Insurance has a business relationship, including but not limited to agents, policyholders, account holders, applicants, claimants and beneficiaries. Provider acknowledges that Cincinnati Insurance is subject to the reporting requirements of the Securities and Exchange Commission and its common stock is quoted on the NASDAQ stock market. Provider acknowledges that Confidential Information may include information that constitutes material nonpublic information, as that term is defined under federal securities laws, and that a purpose of this section is to assure Cincinnati Insurance's compliance with Regulation FD promulgated by the Securities and Exchange Commission, and other applicable securities laws and regulations. Provider further acknowledges that all Confidential Information shall belong exclusively to Cincinnati Insurance. At Cincinnati Insurance's option, Provider shall either return all Confidential Information, or destroy the Confidential Information and provide Cincinnati Insurance with a written certification of destruction. If return or destruction of the Confidential Information is not feasible, as determined by Cincinnati Insurance, Provider agrees that the

provisions of this Agreement are extended beyond its termination to the Confidential Information, and Provider shall limit all future uses and disclosures to only those purposes that make the return or destruction of the Confidential Information not feasible. Should the Services include training, then Provider further agrees to allow Cincinnati Insurance to record, use and retain the training in any and all media.

b. **Treatment of Information.** Provider acknowledges that, as a result of performing Services, it may, be using or acquiring Confidential Information. Provider further acknowledges that all Confidential Information is subject to proprietary rights of Cincinnati Insurance and shall remain the exclusive property of Cincinnati Insurance. Provider acknowledges that it shall at all times process the Confidential Information only to the extent reasonably necessary and in compliance with instructions provided by Cincinnati Insurance. Confidential Information may be trade secrets of Cincinnati Insurance and is valuable to Cincinnati Insurance. The disclosure of Confidential Information must be carefully and continuously controlled. Provider acknowledges and shall not, except with the prior written consent of Cincinnati Insurance, directly by itself or indirectly through any agent or employee: (i) collect, retain, sell, share, copy, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, including any parent, affiliate or subsidiary of Provider, for any purpose, Confidential Information except to its Consultants who must have access to Confidential Information to provide the Services and with whom Provider has first entered into a Confidentiality Agreement; (ii) collect, retain, sell, share, copy, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, including any parent, affiliate or subsidiary of Provider, any Confidential Information, for any purpose other than for the business purposes set forth in Section 1 of this Agreement; (iii) process Confidential Information for a commercial purpose other than providing Services to Cincinnati Insurance; (iv) collect, retain, sell, share, copy, modify, disclose, divulge, reveal, report, publish or transfer to any person or entity, including any parent, affiliate or subsidiary of Provider, any Confidential Information, outside of the Provider's direct business relationship with Cincinnati Insurance; or (v) combine Confidential Information with other information received from any other source or collected from Provider's own interactions with customers. Provider will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its similar proprietary and confidential information, which shall not be less than a reasonable degree of care, and will keep Confidential Information in a secure place, under access and use restrictions not less strict than those applied to Provider's similar proprietary and confidential information. Provider will not, directly or indirectly, allow a third party to use or have access to Confidential Information except as permitted under this paragraph. Upon request from Cincinnati Insurance, Provider agrees to supply information necessary to enable Cincinnati Insurance to comply with applicable consumer privacy rights requests. When required by applicable consumer privacy rights laws, Cincinnati Insurance will inform Provider of any consumer request that requires Provider's compliance, and will provide Provider with the information within Cincinnati Insurance's possession that is necessary for Provider to comply with the request. Provider will cooperate with Cincinnati Insurance, and promptly (and in any event within ten (10) calendar days following notice by Cincinnati Insurance) provide any information and documents requested by Cincinnati Insurance to respond to requests by consumers under applicable consumer privacy rights laws. Upon notice to Provider from Cincinnati Insurance, Provider will timely carry out any requests for deletion or correction of consumer personal information that may be made to Cincinnati Insurance. Provider will delete or correct (as applicable) the consumer's personal information from its systems and records, and notify Provider's own Consultants to delete or correct the personal information (as applicable) unless this proves impossible or involves disproportionate

effort. If processing a request requires disproportionate effort, Provider will provide Cincinnati Insurance with a detailed explanation of the disproportionate effort required within fifteen (15) days of the date on which Cincinnati Insurance notified Provider of the request. Provider shall also notify Cincinnati Insurance within two (2) business days if Provider directly receives any requests by consumers under applicable consumer privacy rights laws related to their personal information. Provider shall promptly inform the consumer that the request cannot be acted upon because the request has been sent to a service provider. Provider will notify Cincinnati Insurance immediately of any unauthorized possession, access, modification, disclosure or use of Confidential Information and will assist Cincinnati Insurance in preventing the recurrence of unauthorized possession, access, modification, disclosure or use. Provider will cooperate with Cincinnati Insurance in any litigation deemed necessary by Cincinnati Insurance to protect Cincinnati Insurance's proprietary rights. This paragraph does not apply to any information that: (i) is in the public domain at the time it is disclosed to Provider or which is thereafter disclosed to Provider, as a matter of right (or which Provider reasonably believes is disclosed as a matter of right), by a third party without obligation of confidentiality; (ii) is known by Provider prior to Provider's receipt of the information, as evidenced by contemporaneous written records; (iii) passes into public domain at any time after disclosure to Provider by acts other than the unauthorized acts of Provider or some other third party under a similar obligation of confidentiality; (iv) is independently developed by Provider without use of or access to Confidential Information; or (v) is required to be disclosed by Provider by law, regulation, court order or by competent judicial, governmental or other authority provided that Provider shall, as soon as reasonably possible after becoming aware of the required disclosure, notify Cincinnati Insurance in writing and cooperate with Cincinnati Insurance, at Cincinnati Insurance's expense, in seeking appropriate protective measures. Provider shall only be permitted to disclose the portion of the Confidential Information that is necessary to comply with the relevant law, regulation, order or other requirement.

c. **Security of Information.** Provider understands that Cincinnati Insurance operates in a highly regulated industry and agrees: (i) to develop, implement and maintain a written information security program that contains industry standard administrative, technical and physical safeguards designed to safeguard our information systems and the Confidential Information which may be provided or accessible to Provider to perform the Services, and assure the confidentiality, integrity and availability of the information; (ii) to use multi-factor authentication for any individual accessing Provider's internal networks from an external network; (iii) to encrypt Confidential information in transmission and storage, fully or partially mask this information on user interfaces, hardcopies, or other disclosures, and generate security logs upon read, write, modify and delete access to this information; (iv) to not use third parties in support of this Agreement without the prior written consent of Cincinnati Insurance; (v) to isolate Confidential Information from unauthorized subcontractors and provide evidence of such upon request; (vi) to use reasonable efforts to ensure that any and all open source and third party software required to provide the Services will be free of published security vulnerabilities (e.g., CERT® Coordination Center) and incorporate and provide published security patches for open source and third-party software in a timely manner; (vii) to obtain a written independent review of its internal security controls performed by a qualified information security practitioner, no less than once every twenty-four months; (viii) to remediate identified control gaps and vulnerabilities in a timely manner and provide evidence of such remediation to Cincinnati Insurance; (ix) to notify Cincinnati Insurance immediately of any unauthorized possession, access, modification, disclosure or use of Confidential Information and will assist Cincinnati Insurance in preventing the recurrence of unauthorized possession, access,

modification, disclosure or use; (x) to cooperate with Cincinnati Insurance in periodic security risk assessments including verification of on-site controls and interview of remote personnel; (xi) to cooperate with Cincinnati Insurance in the assessment and resolution of security risk related vulnerabilities and incidents; (xii) to maintain audit trails designed to detect and respond to cybersecurity events for not fewer than three (3) years; and (xiii) to not transfer Confidential Information across any national borders or permit remote access to such information by any Consultant, affiliate, or other third party outside of the United States, unless Provider has obtained the prior written consent of Cincinnati Insurance. Provider further agrees that the security program referenced above will include: (i) designating at least one employee to coordinate the information security program; (ii) identifying reasonably foreseeable internal and external risks to the security, confidentiality, availability and integrity of Confidential Information; (iii) developing and regularly testing or otherwise monitoring the effectiveness of the safeguards; (iv) adjusting the safeguards as needed in light of the results of the testing and monitoring or to accommodate changes in how information is collected, stored, or used; and (v) a third party risk management program with established controls for assessing the adequacy of Provider's Consultants, partners or suppliers' security posture. Further, in the event that: (i) Cincinnati Insurance supplies unique user ids and passwords for individuals employed or contracted by Provider to provide Services, Provider agrees to notify Cincinnati Insurance immediately when any such individuals cease to be engaged by Provider to provide Services for any reason; (ii) Provider engages a hosting provider to assist with the delivery of the Services, Provider agrees to monitor the effectiveness of the hosting provider's security services; (iii) the Services include use of a Provider website, Provider agrees to implement single sign-on from Cincinnati Insurance systems (via SAML, ADFS, or similar technology) upon request; (iv) Provider collects, stores, transmits and/or processes Confidential Information subject to the Payment Card Industry ("PCI") Data Security Standards, Provider agrees to comply with the most current PCI Data Security Standard, as adopted by the PCI Security Standards Council or its successor organization; (v) the performance of Services includes modifications to Cincinnati Insurance-controlled IT systems with the assistance of the Provider, and can be performed remotely, Cincinnati Insurance will perform the modifications and/or maintenance under the direction of the Provider's Consultants via the use of view-only remote desktop sharing technology; and (vi) Provider identifies a security defect in the system or Cincinnati Insurance notifies Provider of a reasonably foreseeable security risk(s) to Cincinnati Insurance's Confidential Information processed by the Provider or Consultant's system, Provider agrees to promptly notify Cincinnati Insurance of its mitigation plan and mitigate significant defects.

d. **Injunctive Relief.** Provider agrees that Cincinnati Insurance shall suffer irreparable harm in the event of a breach of any obligations under this Agreement, and monetary damages shall be inadequate to compensate Cincinnati Insurance for a breach. Accordingly, Provider agrees that, in the event of a breach or threatened breach of any of the provisions of this Agreement, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity, Cincinnati Insurance shall be entitled to a temporary restraining order, preliminary injunction, permanent injunction, or other injunctive relief, to prevent or restrain a breach.

9. **Suspension and Termination.**
Cincinnati Insurance may suspend, disable, remove, or terminate Provider's access to and use of Cincinnati Insurance data, and our APIs. Cincinnati Insurance may do so without providing Provider notice of suspension or termination.

10. **Disclaimers of Warranties.**
THE API AND CINCINNATI INSURANCE DATA ARE PROVIDED TO PROVIDER "AS-IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER ACCEPTS ALL RISK OF LOSS ASSOCIATED

WITH YOUR USE OF THE APIS OR CINCINNATI INSURANCE DATA. CINCINNATI INSURANCE HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CINCINNATI INSURANCE DOES NOT REPRESENT OR WARRANT THAT THE API OR CINCINNATI INSURANCE DATA WILL BE ACCURATE, COMPLETE, SECURE, ACCESSIBLE, AVAILABLE, OR UP TO DATE.

11. **Limitation of Liability.**
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL CINCINNATI INSURANCE, OR ITS EMPLOYEES, CONTRACTORS, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR (A) ANY DIRECT DAMAGES IN EXCESS OF $100.00 USD IN THE AGGREGATE OR (B) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES). THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, TRANSMISSION OF VIRUSES THAT INFECTS A USER'S EQUIPMENT, EQUIPMENT FAILURE, FAILURE OF COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTS, UNAUTHORIZED ACCESS, THEFT, OPERATIONAL ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE EVENT. CINCINNATI INSURANCE DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE API, CINCINNATI INSURANCE DATA, , OR DOCUMENTATION. THE FOREGOING LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE BASIS FOR THE CLAIM (WHETHER IN CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY), AND WHETHER OR NOT THE LOSS OR DAMAGE WAS FORESEEABLE, CINCINNATI INSURANCE KNEW OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR THE REMEDIES IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE.

12. **Indemnification.**
Provider agrees to defend, indemnify, and hold harmless Cincinnati Insurance and its subsidiaries and affiliates, and its and their employees, contractors, agents, officers, and directors, from and against any and all third-party claims, actions, causes of action, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to legal fees) arising out of or relating to: (i) your access to and use of the APIs; (ii) your failure to comply with the Terms , (iii) Provider's alleged or actual infringement or misappropriation of any Cincinnati Insurance or any third-party intellectual property rights; (iv) your breach of any of Provider's representations, warranties or obligations set forth herein, including, but not limited to, those pertaining to security, privacy, and confidentiality; (v) any third party claims and liability arising out of actual or alleged infringement of intellectual property (e.g., patent rights, trademark, copyrights) or alleged misuse of trade secret information by the whole or any portion of the systems, services or products, including Provider's AI tools (e.g., generated content, outputs, training datasets); (vi) any third party claims and liability in any way attributable to Provider's use of AI tools or Cincinnati Insurance's use of Provider's AI output; and (vii) your violation of any applicable laws. Further, Cincinnati Insurance agrees to provide prompt notice to Provider of any allegation of potential or actual infringement of any intellectual property right by an intellectual property owner or that owner's representative(s), including, but not limited to, any offer to license any intellectual property right based upon Cincinnati Insurance's use of a Provider product and/or service. Upon receipt of such notice, Provider will: (i) within ten business days of such receipt, in writing notify the intellectual property owner or that owner's representative(s) that Provider will assume responsibility for all communication, investigation, and resolution concerning the allegation or licensing offer; and (ii) Provider's duty to respond and represent arises independently and prior to of any duty to indemnify, but does not supersede or in any way effect the indemnification obligations set forth in this Agreement. This Section 12 shall survive the termination of this Agreement. Any consent to the entry of a judgment or settlement entered into by Provider with respect to such third-party claims is invalid without Cincinnati

Insurance's prior express written consent. Notwithstanding the foregoing, Cincinnati Insurance may, in its sole discretion, choose at any point to take over the defense of such a claim at its own expense; however, any such action by Cincinnati Insurance will not limit your indemnification obligations hereunder.

13. **Privacy.**

Cincinnati Insurance's Privacy Policy located at *www.cinfin.com/privacy* explains how we collect, use and share visitor information. Provider shall comply with Cincinnati Insurance's privacy policy and Cincinnati Insurance's applicable product privacy notices. Cincinnati Insurance may use your personal information in accordance with its Privacy Policy.

14. **Monitoring.**

In order to ensure the quality of APIs, improve its products and services, and verify your compliance with these Terms, Cincinnati Insurance may monitor usage of the APIs, including using your website and applications to identify security issues that could affect Cincinnati Insurance, its users, or customers. Provider shall not to interfere with any such monitoring. If such interference occurs, Cincinnati Insurance may use whatever technical means is needed to overcome the interference.

15. **Updates.**

These Terms do not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an **"Update"**), and may require you to obtain and use the most recent version of the API. Your continued use of the API following an Update constitutes binding acceptance of the Update.

16. **Governing Law.**

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the state of Ohio, without regard to its conflicts of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in Butler County, Ohio, and the appellate courts there from, in any action, suit or proceeding arising out of or relating to this Agreement and specifically the Fairfield Municipal Court of Fairfield, Ohio, or the Butler County Common Pleas Court of Butler County, Ohio.

17. **Compliance with Laws.**

Provider agrees to comply with all applicable laws, rules, and regulations, including but not limited to those concerning artificial intelligence, biometrics, data privacy and security, data sourcing, employment, intellectual property rights, records management, trade sanctions, and web content accessibility, with respect to the subject matter herein. Provider agrees to notify Cincinnati Insurance if Provider determines that it can no longer meet its obligations under this Agreement or under applicable laws and regulations.

18. **Assignment.**

Neither this Agreement, nor any rights under this Agreement, may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger and consolidation or otherwise, without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon, and will inure to the benefit of, the parties and their respective successors and assigns.

19. **Severability.**

If any provision of this Agreement is found to be invalid, unlawful or unenforceable, the provision will be enforced to the maximum extent permissible by law to affect the intent of the parties, and the remainder of this Agreement will continue in full force. The parties will negotiate, in good faith, an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of the invalid provision.

20. **Waiver.**

Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of any part of this Agreement or prejudice the party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by the party of any other right or remedy under this Agreement or law.

21. **Waiver of Jury Trial and Class Action.**

WITH RESPECT TO ANY DISPUTE WITH CINCINNATI INSURANCE OR OUR SERVICE PROVIDERS, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE OR THESE TERMS, PROVIDER HEREBY (I) GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) GIVE UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

22. **Entire Agreement.**

Except to the extent otherwise set forth herein, these Terms set forth the entire understanding between Cincinnati Insurance and Provider with respect to Provider's use of and access to the APIs and any content or data contained therein and supersedes all prior or contemporaneous understandings regarding such access and use. Provider must bring any claim arising out of or in connection with the Terms within one (1) year of the initial occurrence or event leading to the claim.

23. **Audit.**

Provider will keep accurate and complete records. Upon no less than ten (10) business days written notice, Cincinnati Insurance or its regulators may audit, or use a reputable public accounting firm to audit, the Provider's records relating to its performance under this Agreement.