

ICEBERG DATA LLC
STANDARD TERMS AND CONDITIONS FOR DATA SERVICES

Effective Date: November 1, 2025
Last Updated: November 12, 2025

These Standard Terms and Conditions ("Terms") govern all data collection and web scraping services ("Services") provided by Iceberg Data LLC ("Iceberg," "we," "us," or "our") to clients ("Client," "you," or "your"). By signing a Purchase Order, Statement of Work, or accessing our Services, you agree to be bound by these Terms.

1. SERVICES AND DELIVERABLES

1.1 Service Description. Iceberg provides automated data collection, web scraping, and data extraction services using proprietary technology and methodologies.

1.2 Delivery Standards. Services will be delivered according to the specifications in the applicable Purchase Order or Statement of Work. All deliveries are subject to the quality standards defined in Section 8 below.

1.3 Service Modifications. Iceberg reserves the right to improve, update, or modify its technology and methodologies, provided such changes do not materially and adversely affect the functionality of the Services.

2. PRICING AND PAYMENT

2.1 Fees. Client shall pay the fees specified in the applicable Purchase Order or Statement of Work.

2.2 Payment Terms. Unless otherwise specified, all invoices are due immediately upon issuance. Iceberg accepts payment via credit card or automatic ACH withdrawals.

2.3 Automatic Billing. For subscription services, Client authorizes Iceberg to automatically charge the registered payment method on file according to the billing schedule specified in the Purchase Order.

2.4 Late Payments. Any amounts not paid when due shall accrue interest at the rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less.

2.5 Taxes. All fees are exclusive of applicable taxes, duties, or similar governmental charges, which shall be the responsibility of Client.

2.6 Payment Disputes.

- a) Client must notify Iceberg in writing of any disputed charges within five (5) business days of the invoice date, including specific itemization of disputed amounts and the basis for the dispute.
 - b) Failure to dispute within five (5) business days constitutes acceptance of the invoice.
 - c) Client shall pay all undisputed amounts when due, regardless of any disputed amounts.
 - d) Good faith negotiations shall occur for ten (10) business days. If unresolved, either party may pursue other remedies.
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3. CONTRACT TERM AND TERMINATION

3.1 Term. The term of service shall be as specified in the Purchase Order or Statement of Work. Agreements automatically renew for successive one-month periods (not the original term length) unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current period. Early termination fees under Section 3.3 do not apply to renewal periods.

3.2 Minimum Commitment. For subscription or annual agreements, Client commits to the minimum payment obligations specified in the Purchase Order regardless of actual usage, service modifications, or changes in delivery method.

3.3 Termination for Convenience. Client may terminate an agreement for convenience upon written notice. In such case, Client shall immediately pay:

- a) All amounts due for services already delivered, plus
- b) One hundred percent (100%) of the remaining contract value, calculated as the fees that would have been due through the end of the original term.
- c) Such termination fees are due within ten (10) business days of termination notice.

3.4 Termination for Cause. Either party may terminate for material breach upon thirty (30) days written notice, provided the breach remains uncured after such notice period.

3.5 Effect of Termination. Termination does not waive Client's obligation to pay for services already delivered or termination fees owed under Section 3.3.

4. SERVICE SUSPENSION

4.1 Right to Suspend. Iceberg may suspend Services upon five (5) business days written notice if:

- a) Client fails to pay undisputed amounts when due, or
- b) Client materially breaches these Terms and fails to cure within the notice period.

4.2 Resumption. Services will resume within two (2) business days of Client curing the breach or making payment in full.

4.3 No Fee Waiver. Service suspension does not reduce or waive minimum commitment obligations or fees owed.

5. SCOPE CHANGES AND ADDITIONAL SERVICES

5.1 Change Orders. Any changes to data sources, collection frequency, specifications, deliverables, or other material terms require a written change order signed by both parties.

5.2 Volume Limits. If a Purchase Order specifies a baseline volume (e.g., page loads, records, or requests), additional volume beyond one hundred fifty percent (150%) of the baseline in any single delivery period requires advance written approval from Iceberg and may be subject to additional fees, availability constraints, or scheduling delays.

5.3 Out of Scope Requests. Client requests that fall outside the scope of the Purchase Order will be quoted separately and require a new agreement or change order.

6. INTELLECTUAL PROPERTY

6.1 Iceberg IP. Iceberg retains all rights, title, and interest in and to:

- a) Its proprietary technology, platform, software, methodologies, and tools
- b) Any improvements, modifications, or derivatives thereof
- c) All pre-existing intellectual property

6.2 Client Data. Client retains all rights to data it provides to Iceberg as input. Iceberg may use such data solely to perform the Services.

6.3 Deliverables. Upon full payment, the client receives a non-exclusive licence to use the data deliverables for its internal business purposes.

6.4 Public Data. Data collected from publicly available sources remains subject to the terms of service and usage rights of the source websites. Iceberg makes no representations regarding Client's right to use such data.

7. CONFIDENTIALITY

7.1 Confidential Information. Each party agrees to maintain in confidence any proprietary or confidential information disclosed by the other party, using the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

7.2 Exceptions. Confidential information does not include information that:

- a) Is or becomes publicly available through no breach of this agreement
- b) Was rightfully known prior to disclosure
- c) Is independently developed without use of confidential information
- d) Is rightfully received from a third party without breach

7.3 Required Disclosure. Either party may disclose confidential information if required by law, court order, or government regulation, provided it gives reasonable advance notice to the other party when legally permitted.

8. DATA QUALITY STANDARDS AND REMEDIES

8.1 Quality Standards. Data deliveries are deemed acceptable if they meet the following objective criteria:

- a) Eighty-five percent (85%) or greater success rate on accessible URLs or data sources

- b) Properly formatted output in the specified format (CSV, JSON, etc.)
- c) Required fields populated where data exists on the source website
- d) Delivery completed within the timeline specified in the Purchase Order
- e) Data is structurally complete and machine-readable

8.2 Quality Disputes.

- a) Client must report any claimed quality defects within forty-eight (48) hours of delivery
- b) Reports must include specific examples and objective evidence of the defect
- c) Subjective complaints, stylistic preferences, or dissatisfaction with source data quality are not grounds for quality disputes
- d) Normal variations in source data availability (e.g., products temporarily out of stock, pages temporarily offline) do not constitute defects

8.3 Remedy for Defects. For verified quality defects:

- a) Iceberg will provide one (1) re-scrape or correction at no additional charge
- b) If the defect persists after re-scrape, Client may receive a credit for that specific delivery only
- c) Prior deliveries, subsequent deliveries, and minimum commitments are not affected

8.4 No Fee Reduction. Client may not unilaterally reduce or withhold fees. The sole remedy for quality issues is as specified in Section 8.3.

9. WARRANTIES AND DISCLAIMERS

9.1 Service Warranty. Iceberg warrants that it will perform Services in a professional and workmanlike manner consistent with industry standards.

9.2 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, ICEBERG PROVIDES SERVICES "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY OF DATA.

9.3 Third-Party Data. Iceberg makes no representations or warranties regarding:

- a) The accuracy, completeness, or reliability of data collected from third-party sources
- b) Client's right to use data collected from public sources
- c) Compliance of collected data with third-party terms of service
- d) Availability or stability of third-party data sources

9.4 No Guarantee of Results. Iceberg does not guarantee any specific business outcomes, insights, or value from the data provided.

10. LIMITATION OF LIABILITY

10.1 Liability Cap. ICEBERG'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO ANY PURCHASE ORDER OR THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO ICEBERG IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR THE TOTAL VALUE OF THE APPLICABLE PURCHASE ORDER, WHICHEVER IS GREATER.

10.2 Excluded Damages. IN NO EVENT SHALL ICEBERG BE LIABLE FOR:

- a) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES
 - b) LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES
 - c) COST OF SUBSTITUTE SERVICES
 - d) ANY DAMAGES ARISING FROM CLIENT'S USE OF THE DATA OR SERVICES
- EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Exceptions. The limitations in this Section 10 do not apply to:

- a) Either party's gross negligence or willful misconduct
- b) Either party's breach of confidentiality obligations
- c) Either party's indemnification obligations
- d) Client's payment obligations

10.4 Basis of the Bargain. The parties acknowledge that the limitations in this Section 10 are an essential element of the bargain and that Iceberg would not enter into this agreement without these limitations.

11. INDEMNIFICATION

11.1 By Iceberg. Iceberg shall indemnify and hold Client harmless from third-party claims that Iceberg's proprietary technology infringes such third party's intellectual property rights, provided that:

- a) Client promptly notifies Iceberg of the claim

- b) Iceberg has sole control of the defense and settlement
- c) Client reasonably cooperates in the defense

11.2 By Client. Client shall indemnify and hold Iceberg harmless from third-party claims arising from:

- a) Client's use of the data or Services in violation of law or third-party rights
- b) Client's breach of these Terms
- c) Client's violation of source website terms of service
- d) Any content, data, or materials provided by Client

11.3 Process. The indemnified party must promptly notify the indemnifying party of any claim, permit the indemnifying party to control the defense, and reasonably cooperate.

12. FORCE MAJEURE

12.1 Excused Performance. Neither party shall be liable for delays or failures in performance caused by circumstances beyond its reasonable control, including but not limited to:

- a) Acts of God, natural disasters, pandemics, or severe weather
- b) Cloud service provider failures or outages (AWS, GCP, Azure, etc.)
- c) Government actions, laws, regulations, or sanctions
- d) Wars, terrorism, riots, or civil unrest
- e) Labor disputes or strikes

12.2 Notice and Mitigation. The affected party shall:

- a) Promptly notify the other party of the force majeure event
- b) Use commercially reasonable efforts to mitigate the impact
- c) Resume performance as soon as reasonably practicable

12.3 Extended Force Majeure. If a force majeure event continues for more than thirty (30) consecutive days, either party may terminate the affected services upon written notice. In such case, Client shall pay for services delivered through the termination date, and neither party shall owe termination fees.

13. COMPLIANCE AND USE RESTRICTIONS

13.1 Legal Compliance. Client is responsible for ensuring its use of data complies with all applicable laws, regulations, and third-party terms of service.

13.2 Prohibited Uses. The client shall not use the service or data to:

- a) Harass, abuse, or harm any person or entity
- b) Distribute malware, viruses, or harmful code
- c) Circumvent technical restrictions or security measures
- d) Engage in fraudulent or deceptive practices

13.3 Cooperation with Investigations. Client shall cooperate with any investigation by Iceberg or law enforcement regarding potential violations of these Terms.

14. RELATIONSHIP TO OTHER AGREEMENTS

14.1 Order of Precedence. In the event of any conflict between these Terms and a Master Services Agreement, Framework Agreement, or similar overarching contract between the parties, the specific pricing, minimum commitments, payment terms, and termination provisions contained in any Purchase Order executed prior to such overarching agreement shall prevail solely with respect to the services covered by that Purchase Order.

14.2 Integration. These Terms are hereby incorporated by reference into and shall supplement all Purchase Orders, Statements of Work, and service agreements between the parties, except to the extent expressly superseded by a mutually executed written agreement.

15. GENERAL PROVISIONS

15.1 Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

15.2 Jurisdiction and Venue. Any legal action or proceeding arising under these Terms shall be brought exclusively in the federal or state courts located in New York County, New York. Each party consents to the exclusive jurisdiction and venue of such courts.

15.3 Pre-Litigation Notice and Negotiation. Before initiating litigation, the complaining party shall provide written notice of the dispute to the other party. The parties shall then engage in good faith negotiations for fifteen (15) business days. If unresolved, either party may pursue litigation as set forth in Section 15.2. This notice requirement does not apply to: (a) Iceberg Data's right to suspend services for non-payment under Section 4.1, (b) either party's right to seek emergency injunctive relief, or (c) collection actions for undisputed past-due amounts.

15.4 Entire Agreement. These Terms, together with any applicable Purchase Order or Statement of Work, constitute the entire agreement between the parties regarding the subject matter and supersede all prior or contemporaneous agreements, understandings, or communications.

15.5 Waiver. No waiver of any provision of these Terms shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

15.6 Severability. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

15.7 Assignment. Client may not assign, transfer, or delegate these Terms or any Purchase Order, in whole or in part, without Iceberg's prior written consent, which may be withheld in Iceberg's sole discretion. Any attempted assignment without such consent shall be void. These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

15.8 Acceptance and Binding Effect. These Terms become binding upon Client when Client signs a Purchase Order that references these Terms. By signing such Purchase Order, Client acknowledges that it has reviewed and agrees to these Terms. Purchase Orders may be executed via electronic signature, which shall constitute a valid and binding signature for all purposes.

15.9 Updates to Terms. Material changes to these Terms will be communicated to active clients via email at least thirty (30) days prior to taking effect. Continued use of Services after the effective date constitutes acceptance of updated Terms. For clarity, pricing and payment terms in executed Purchase Orders are not subject to unilateral modification.

15.10 Notices. All notices must be in writing and sent to the addresses specified in the Purchase Order or to the email addresses on file. Notices are deemed received when delivered via email with confirmation or three (3) business days after mailing via certified mail.

15.11 Survival. Sections 2 (Payment), 6 (Intellectual Property), 7 (Confidentiality), 9 (Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), and 15 (General Provisions) shall survive termination or expiration of any agreement.

15.12 Counterparts and Electronic Signatures. Related Purchase Orders may be executed in counterparts and via electronic signature, each of which shall be deemed an original.

15.13 No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties and do not create any third-party beneficiary rights.

CONTACT INFORMATION

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