

ARTIFICIAL ANALYSIS DATA PLATFORM TERMS AND CONDITIONS

VERSION 1.1

LAST REVISED ON: AUGUST 19 2026

Scope. These Terms and Conditions govern access to and use of the Artificial Analysis data platform, API, and subscription products (Pro and Commercial). These Terms do not govern the Artificial Analysis Image Lab or any other product or service offered by Company except as expressly stated herein. These Terms also govern access to and use of the Artificial Analysis API on the free tier, including any grading, scoring, or evaluation services made available through it (including the CritPt grader API).

1. DEFINITIONS

1.0 "Agreement" means these Terms and Conditions, together with any applicable Order Form executed between Customer and Company.

1.1 "Company" means Artificial Analysis, Inc., a Delaware corporation.

1.2 "Customer" means the individual or entity that has subscribed to a Pro plan, registered for access to the API, or executed an Order Form with Company.

1.3 "API" means the Artificial Analysis application programming interface(s), including all associated endpoints, documentation, and tools made available by Company.

1.4 "Data" means all information, metrics, scores, rankings, benchmarks, evaluations, indices, and other content accessible through the Platform or API or otherwise provided by Company under these Terms. This includes, without limitation, the Artificial Analysis Intelligence Index, individual evaluation scores, model and provider performance metrics, pricing data, latency, throughput, charts, visualizations, reports, and all other data described in Company's documentation or Order Form.

1.5 "Platform" means the Artificial Analysis web application, data platform, and associated tools available at artificialanalysis.ai and related domains.

1.6 "Authorized User" means the named individual associated with a Customer account. Commercial Order Forms may specify additional users.

1.7 "Internal Use" means access to and use of the Data solely within Customer's own organization, by Authorized Users, for Customer's own internal business operations, research, and decision-making. Internal Use expressly excludes any use that makes raw Data files available to, or for the direct benefit of, any third party.

1.8 "External Distribution" means any act of making raw Data files (including CSV, Excel, JSON, or other structured data exports) available to any person or entity that is not an Authorized User, whether by direct access, transfer, embedding, or any other means.

1.9 "Competitive Product" means any product or service whose primary purpose is benchmarking, ranking, comparison, competitive intelligence, or model/provider selection guidance for artificial

intelligence models, AI inference providers, or AI-related technologies, that is substantially similar to the products and services offered by Company.

1.10 "Derived Data" means analyses, aggregate statistics, summaries, charts, reports, indices, or other works created by Customer that are based upon or incorporate Data, but which do not contain any individual Data points, metrics, scores, or rankings that are available on the Platform or through the API in substantially the same form. For the avoidance of doubt, the following are not Derived Data: (a) raw Data points republished in any format; (b) structured or tabular reproductions of Data; (c) datasets that incorporate Data in a form that could serve as a substitute for the API or Platform; or (d) any output where the underlying Data remains individually identifiable.

1.11 "Order Form" means a written agreement executed between Customer and Company that specifies the scope of services, fees, permitted uses, and any additional rights, incorporating these Terms and Conditions by reference.

1.12 "Customer Data" means data provided directly by Customer through its account (including account information, custom configurations, and query inputs) and individual usage logs, API call logs, and usage telemetry attributable to Customer.

1.13 Summary of Access Tiers. These Terms provide for two paid levels of subscription access:

Pro: Access to model-level data, chart builder, chart data downloads, API and databook downloads, quarterly reports, richer pricing and performance fields, and the ability to incorporate select Data into external deliverables (e.g., reports, presentations, client materials) with attribution. Pro Customers may not redistribute raw Data files.

Commercial (Order Form): All Pro features, plus provider-level data, performance-over-time data, approved raw measurement exports, custom support and advisory, custom benchmarking, workshops, tailored support, and additional rights or users as specified in the Order Form.

Feature	Pro	Commercial
Internal Use	✓	✓
Commercial Internal Use	✓	✓
Chart Sharing (with attribution)	✓	✓
Derived Data - Internal	✓	✓
Chart Data Download	✓	✓
Reports Access	Partial	✓
Performance Over Time	—	✓
Provider-Level API Data	—	✓
API & Databook Download	✓	✓
Data in External Deliverables	✓	✓
Derived Data - External	✓	✓
Custom Support & Advisory	—	✓
Custom Benchmarking	—	✓
Workshops & Tailored Support	—	✓
Attribution Required	✓	✓
Anti-Competitive Clause	✓	✓
Single Seat Per Account	✓	Per Order Form
Contract Type	Click-through	Order Form

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant. Company hereby grants Customer a restricted, non-exclusive, non-transferable, revocable, limited license throughout the term of this Agreement and in accordance with the terms and conditions herein to access the Platform and/or API and use the Data solely in accordance with Customer's subscription tier. Access is granted to a single Authorized User per account unless otherwise specified in an Order Form.

2.2 Single-User Access. Each Pro subscription is licensed to one (1) named individual. Credentials shall not be shared, transferred, or used by any person other than the Authorized User. Customer may share Data within its immediate organization as permitted by its subscription tier, but account access itself is strictly personal.

2.3 Permitted Uses by Tier

All Tiers. Customers at all tiers may: (a) use Data for Internal Use; (b) share charts and visualizations publicly, subject to the attribution requirements in Section 5; and (c) make brief citations of individual Data points in publicly available content (e.g., blog posts, articles, press releases), provided such

citations include the attribution "Source: Artificial Analysis (artificialanalysis.ai)" with a hyperlink where technically feasible and do not reproduce Data in a structured, tabular, or machine-readable format.

Pro and Commercial. In addition to the above, Pro and Commercial Customers may: (a) incorporate select Data into external deliverables such as reports, presentations, and client materials, provided attribution requirements in Section 5 are met; and (b) create and externally distribute Derived Data, subject to attribution and non-endorsement requirements in Section 5. For the avoidance of doubt, Pro and Commercial Customers may not redistribute raw Data files (including CSV, Excel, JSON, or other bulk data exports) to any third party.

Commercial Only. Additional rights, including provider-level data access, performance-over-time access, approved raw measurement exports, custom benchmarking, advisory services, and additional user seats, are available only under an executed Order Form. The Order Form shall set forth the specific scope of any additional permissions.

2.4 Redistribution Restrictions

- (a) Distribute, transfer, sell, sublicense, or otherwise make raw Data files available to any third party.
- (b) Provide bulk data downloads (including CSV, Excel, JSON, or machine-readable exports) to any person or entity outside Customer's Authorized User account.
- (c) Embed or otherwise make raw Data available through any customer-facing product, API, dashboard, or service.
- (d) Combine Data with data from third-party sources to create a product, dataset, or service that is made available to any third party.
- (e) Use the Data to provide consulting, advisory, or data services to third parties where raw Data files form a material component of the deliverable.

2.5 Anti-Competitive Restrictions. Customer shall not use the Data to develop, operate, or improve any product or service made available to third parties whose primary purpose is benchmarking, ranking, comparison, competitive intelligence, or model/provider selection guidance, without Company's prior written consent. Without limitation, Customer shall not:

- (a) Create, develop, or operate a Competitive Product.
- (b) Reverse-engineer, reconstruct, or replicate Company's evaluation methodologies, scoring algorithms, or index construction.
- (c) Create any database, index, or data product that incorporates Data and is substantially similar to any product or service offered by Company.

2.6 General Restrictions. Customer shall not:

- (a) Reverse engineer, decompile, disassemble, or attempt to discover the source code, algorithms, or underlying structure of the API or Platform.
- (b) Circumvent or attempt to circumvent any technical restrictions or access controls.
- (c) Share, transfer, or disclose API or account credentials to any other person or entity.
- (d) Use the Data to develop, train, fine-tune, or improve any artificial intelligence or machine learning model, algorithm, or system without Company's prior written consent.

2.7 CritPt Grader. Access to the CritPt grader (the grading service made available by Company for the CritPt benchmark, including via the free API tier) is subject to the following:

(a) Permitted Purpose. Customer may use the CritPt grader solely for novel academic research or to test the outputs and performance of models that are intended for future public release. Any other use requires Company's prior written consent.

(b) No Reverse Engineering of Solutions. Customer shall not use the CritPt grader, or any score, output, or feedback obtained from it, to reconstruct, infer, derive, or otherwise reverse-engineer the CritPt solution sets, reference answers, or grading criteria, in whole or in part.

(c) Approval, Revocation, and Non-Transfer. Access to the CritPt grader is granted at the discretion of Company in conjunction with the CritPt benchmark authors, and may be suspended or revoked at any time, for any reason and without notice. Customer shall not share, transfer, or otherwise make its CritPt grader access or credentials available to any third party.

3. DATA INTEGRITY AND PROHIBITED CONDUCT

3.1 Prohibition on Data Manipulation. Customer shall not alter, falsify, modify, or otherwise manipulate any Data values, metrics, scores, or rankings obtained from the Platform or API. Customer shall not publish, distribute, or otherwise make available any Data that has been altered from its original form while representing or implying that such data originates from or is endorsed by Artificial Analysis. Any violation of this Section 3.1 shall constitute a material breach resulting in immediate termination of Customer's access and subscription with no refund of any fees paid.

3.2 Prohibition on Misleading Representation. Customer shall not selectively exclude, omit, or present Data in a manner that creates a materially misleading impression of the performance, ranking, or capabilities of any AI model, provider, or technology while representing or implying that such presentation reflects or is endorsed by Artificial Analysis. Company reserves the right to review Customer's public use of Data where it is attributed to or associated with Artificial Analysis and to require correction or removal of any content that Company reasonably determines to be misleading. Repeated or willful violations of this Section may result in termination of Customer's access and subscription.

4. COMMERCIAL ACCESS

4.1 Separate Agreement Required. Access to Commercial features — including provider-level data, performance-over-time data, approved raw measurement exports, custom benchmarking, advisory services, workshops, and additional user seats — requires the execution of an Order Form between Customer and Company. The Order Form shall set forth the specific scope of services, data entitlements, pricing, and other commercial terms. In the event of any conflict between these Terms and an executed Order Form, the Order Form shall govern.

4.2 The anti-competitive restrictions in Section 2.5, the data integrity requirements in Section 3, and the monitoring provisions in Section 6 apply to Commercial Customers in full, supplemented by any additional terms in the Order Form.

4.3 Existing Commercial and Legacy Enterprise Agreements. These Terms do not supersede, amend, or replace the terms of any Order Form or statement of work executed between Customer and Company prior to the effective date of these Terms. Existing customers operating under Commercial

or legacy Enterprise agreements continue to be governed by their executed agreements unless and until they execute a new Order Form that expressly incorporates these Terms by reference. For the avoidance of doubt, the publication or amendment of these Terms shall not, by itself, modify the rights or obligations of any party under a pre-existing Order Form or statement of work.

5. ATTRIBUTION

5.1 Mandatory Attribution. Attribution is required at all subscription tiers and in all use cases where Data or Derived Data is shared, published, displayed, or otherwise made available outside of Customer's own internal systems. There are no exceptions to this requirement.

Content Type	Required Attribution
Charts & Visualizations	Artificial Analysis logo must be visible on the chart
Data & Metrics	"Source: Artificial Analysis (artificialanalysis.ai)" with hyperlink where feasible
Derived Data	"Based on data from Artificial Analysis" plus non-endorsement statement

5.2 Non-Endorsement. Customer shall not state or imply that Artificial Analysis endorses, validates, approves, or is responsible for any Derived Data, analyses, conclusions, products, or services created by Customer. Where Customer distributes Derived Data externally, Customer shall include a clear statement that the Derived Data was created by Customer and does not represent the views or endorsement of Artificial Analysis.

5.3 Logo and Branding. Company shall make attribution logos and branding guidelines available to Customer. Customer shall use such materials in accordance with Company's brand guidelines as updated from time to time. Customer shall not alter, distort, or modify Company's logos or trademarks.

6. MONITORING AND COMPLIANCE

6.1 Company reserves the right to monitor Platform and API usage patterns to verify compliance with these Terms.

6.2 Company may, at any time, request that Customer provide information regarding its use of the Platform, API, and Data. Customer shall respond within fifteen (15) business days.

6.3 If Company determines, in its reasonable judgement, that a Customer's use exceeds the scope of its license — including any unauthorized sharing, redistribution, or use in connection with a Competitive Product — Company may: (a) require Customer to upgrade to a higher tier or execute an Order Form; (b) suspend Customer's access; or (c) terminate Customer's license.

6.4 Company reserves the right, upon reasonable prior notice, to audit Customer's use of the Platform, API, and Data. Customer shall cooperate in good faith with any such audit.

7. OWNERSHIP

7.1 Customer acknowledges that the Data is a valuable proprietary asset of Company. Company retains sole and exclusive ownership of all rights, title, and interest in and to the Data, including all

copyrights, trade secrets, and any other intellectual property rights associated with the Data. Nothing in these Terms grants Customer any ownership interest in the Platform, API, or Data.

7.2 Company reserves the exclusive right to sell, trade, loan, reproduce, disclose, distribute, transfer, or otherwise make available the Data to third parties.

8. PAYMENT AND BILLING

8.1 Subscription Billing. Pro subscriptions are billed on a monthly or yearly cycle beginning on Customer's subscription start date (e.g., 16 March to 15 April). There is no minimum subscription commitment beyond the current billing period.

8.2 Cancellation. Customer may cancel a Pro subscription at any time through the Platform. Cancellation takes effect at the end of the current billing period. No pro rata refunds will be issued for unused portions of a billing period.

8.3 Upgrades and Downgrades. Customers may upgrade from Free to Pro at any time. Downgrades from Pro to Free take effect immediately and the Pro subscription will remain active until the end of the current Pro billing period.

8.4 Commercial Fees. Where applicable, Customer agrees to pay the fees set forth in the Order Form. Company shall be entitled to suspend delivery of and access to the Data if payment is not made when due.

8.5 Fee Changes. Company may adjust subscription fees from time to time upon at least thirty (30) days' prior written notice to Customer by email to the address associated with Customer's account or by prominent notice on the Platform. If Customer does not agree to a fee increase, Customer may terminate the subscription at the end of the current billing period.

9. WARRANTY DISCLAIMER

9.1 Company makes no warranty or representation, express or implied, with respect to the accuracy, completeness, or materiality of the Data now, heretofore, or hereafter made available to Customer hereunder. Customer accepts the Data "AS IS," "WHERE IS," and "WITH ALL FAULTS."

9.2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONDITION, ARE GIVEN BY OR ON BEHALF OF COMPANY, AND CUSTOMER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONDITION, OR CONFORMITY TO SAMPLES.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 Consequential Damages Exclusion

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT

OF THIS AGREEMENT OR THE USE BY CUSTOMER OF THE DATA, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED.

10.2 General Liability Cap

Subject to Section 10.3, the total liability of either party to the other party for any and all claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, including but not limited to negligence, strict liability, breach of contract, or other legal theories, shall not, in the aggregate, exceed the fees paid or payable by Customer to Company during the twelve (12) months preceding the event giving rise to such claim (the "General Cap").

10.3 Excluded Claims — Customer Breaches. (a) The General Cap in Section 10.2 shall not apply to, and shall not limit, Customer's liability arising from:

- (i) Customer's breach of the redistribution restrictions in Section 2.4;
- (ii) Customer's breach of the anti-competitive restrictions in Section 2.5;
- (iii) Customer's breach of the data integrity provisions in Section 3;
- (iv) Customer's breach of the general restrictions in Section 2.6, including unauthorized reverse engineering, circumvention of access controls, credential sharing, or unauthorized use of Data to train AI/ML systems;
- (v) Customer's breach of the restrictions on the CritPt Grading service in Section 2.7; or
- (vi) Customer's breach of the attribution requirements in Section 5 where such breach results in material harm to Company.

(b) Customer's aggregate liability for all claims under this Section 10.3 shall not be subject to any cap and shall be determined by applicable law.

(c) For the avoidance of doubt, Company's liability to Customer for any and all claims arising under this Agreement remains subject to the General Cap in Section 10.2.

10.4 Indemnification. Customer shall indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's breach of Sections 2.4, 2.5, 2.6, 2.7, 3, or 5 of this Agreement. Company shall promptly notify Customer of any such claim and provide reasonable cooperation in the defense thereof. Customer shall have sole control of the defense and settlement of any such claim, provided that Customer shall not settle any claim in a manner that imposes obligations on Company or admits fault on Company's behalf without Company's prior written consent.

11. TERM AND TERMINATION

11.1 Term. For Pro Customers, this Agreement remains in effect for as long as the Customer maintains an active subscription. For Commercial Customers, the term shall be as specified in the Order Form.

11.2 Termination for Convenience — Pro. Customer may cancel a Pro subscription at any time in accordance with Section 8.2. Cancellation takes effect at the end of the current billing period. No pro rata refunds will be issued.

11.3 Termination for Convenience — Commercial. Either party may terminate a Commercial engagement upon at least thirty (30) days' written notice to the other party, subject to any minimum term specified in the applicable Order Form. Any fees paid shall be non-refundable.

11.4 Termination for Cause. Either party may terminate this Agreement at any time if the other party fails to comply with the terms and conditions of this Agreement, by written notice of default. If such default is not cured within thirty (30) days after receipt of notice, the non-breaching party shall be entitled to immediately terminate this Agreement.

11.5 Immediate Termination. Company may suspend or terminate Customer's access immediately and without prior notice if: (a) Customer violates the data integrity provisions of Section 3.1 (data manipulation); (b) Customer's use of the Data is in connection with a Competitive Product without Company's prior written consent; (c) Customer shares account credentials in violation of Section 2.2; or (d) Customer's use of the Platform or API poses a security risk to Company's systems. Termination under this Section shall result in forfeiture of all fees paid with no right to refund.

11.6 Termination at Will by Company. Company may terminate any Customer's access to the Platform, API, or Data for any reason or no reason upon notice to Customer. Where Customer has a Pro subscription, such termination shall take effect at the end of the then-current billing period. Where Customer has a Commercial engagement, such termination shall be subject to the terms of the applicable Order Form; where the Order Form specifies a fixed term or termination provisions, those provisions shall govern over this Section. Company shall have no obligation to provide a reason for termination under this Section.

11.7 Data Deletion Upon Termination. Upon expiration or termination of this Agreement, Customer's access to the Data and license to use the Data shall cease. Customer shall delete all copies of raw Data and raw Data files in its possession or control within thirty (30) days of termination. Company reserves the right to request written certification of such deletion at any time following termination.

12. CONFIDENTIALITY (COMMERCIAL CUSTOMERS ONLY)

12.1 For purposes of this Section, "Confidential Information" means any non-public information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with a Commercial engagement, whether disclosed orally, in writing, or by inspection, including but not limited to business plans, financial information, technical data, product roadmaps, customer lists, and proprietary methodologies. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure without obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is disclosed to the Receiving Party by a third party without restriction on disclosure.

12.2 The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement; (b) not disclose Confidential Information to any third party except to its employees, contractors, and advisors who have a need to know and who are bound by obligations of confidentiality no less protective than those in this Section; and (c) protect the confidentiality of the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

12.3 The Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (to the extent legally permitted) and cooperates with the Disclosing Party's efforts to obtain a protective order or other appropriate remedy.

12.4 Upon termination or expiration of a Commercial engagement, each party shall, upon request, return or destroy all Confidential Information of the other party in its possession or control, except as required for legal or regulatory compliance.

13. ENTIRE AGREEMENT

This Agreement, together with any applicable Order Form, is the complete and exclusive statement of the understanding between the parties with respect to the subject matter, superseding all prior agreements, representations, statements, and proposals, oral or written. For the avoidance of doubt, this Section is subject to Section 4.3 (Existing Commercial and Legacy Enterprise Agreements).

14. AMENDMENTS

14.1 For Commercial Customers with an executed Order Form, all modifications and amendments to these Terms shall be in writing and agreed to by both parties.

14.2 For Pro Customers, Company reserves the right to modify these Terms at any time. Company shall provide at least thirty (30) days' prior notice of material changes by email to the address associated with Customer's account or by prominent notice on the Platform. Continued use of the Platform or API following the effective date of such changes constitutes acceptance of the modified Terms.

15. SURVIVAL

All provisions of this Agreement relating to confidentiality (Section 12, applicable to Commercial Customers only), redistribution restrictions (Section 2.4), anti-competitive restrictions (Section 2.5), general restrictions (Section 2.6), CritPt Grader restrictions (Section 2.7), data integrity (Section 3), attribution (Section 5), and data deletion (Section 11.7) shall survive the expiration and termination of the Agreement for a period of no less than five (5) years. All provisions relating to ownership (Section 7), warranty disclaimer (Section 9), limitation of liability and indemnification (Section 10), and any accrued payment obligations shall survive the expiration and termination of the Agreement indefinitely.

16. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, epidemics or pandemics, war, terrorism, riots, government actions or orders, labor disputes, internet or telecommunications failures, cyberattacks, or power outages. The affected party shall give prompt notice to the other party of any such event and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as practicable.

17. MISCELLANEOUS

17.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

17.2 Neither party shall have the right to assign this Agreement, except that either party may assign its rights and obligations without consent to an affiliate under common control or ownership, and either party may assign its rights and obligations to a successor to substantially all its relevant assets or business, provided that the assigning party provides reasonable prior written notice.

17.3 No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority to bind the other party.

17.4 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

17.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.6 This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by binding arbitration administered in accordance with the rules of the American Arbitration Association then in effect, with the arbitration to be conducted in the State of Delaware. The decision of the arbitrator shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.