

SOURCEBOT SOFTWARE LICENSE AGREEMENT

Version: May 27th, 2026 WEB

This Software License Agreement (“**Agreement**”) is between Taqla Inc. (“**Provider**”) and the individual or entity signing or electronically accepting: (i) this Agreement, or (ii) the applicable Order Form referencing this Agreement (“**Customer**”). This Agreement is entered into on the earlier of, (a) Customer clicking “*Agree*”, “*Yes*”, or by providing similar approval of the terms of this Agreement to gain initial access to, or use of, the Software, (b) the last date of signature of both Parties on an Order Form referencing this Agreement, or (c) Customer accessing the Software (“**Effective Date**”). Provider and Customer may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”

1. **DEFINITIONS.** Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section 1 or as otherwise defined herein.
 - 1.1 “**Add-On User(s)**” means additional Users in excess of those that have been purchased under a Subscription via an executed Order Form or Web-Portal Purchase.
 - 1.2 “**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a Party, where control means ownership of more than fifty percent (50%) of the voting securities or other ownership interests.
 - 1.3 “**Applicable Laws**” means the laws, rules, and regulations that are applicable to a Party's performance of its obligations under this Agreement, including without limitation laws and regulations protecting the privacy rights of individuals.
 - 1.4 “**Confidential Information**” means any non-public information disclosed by one Party to the other in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.
 - 1.5 “**Customer Data**” means non-public information, data, and other content, in any form or medium, that is received directly or indirectly from Customer (or on Customer’s behalf) on by or through Customer’s use of the Software.
 - 1.6 “**Customer Records**” means books, records, contracts and accounts, records of Software usage and the number of Users, as each relates to the payments due to Provider under this Agreement.
 - 1.7 “**Documentation**” means the user manuals, technical specifications, and other documentation provided by Provider for the Software.
 - 1.8 “**Fees**” means the amounts payable by Customer to Provider as set forth in the Order Form or, when purchasing via the Web-Portal, as set forth on the Pricing Page.
 - 1.9 “**Free Software**” means the free, feature-limited version of Software provided to a Customer, User, end user, partner, or any other third party including but not limited to, the lowest tier offering of Software as made available by Provider and Software provided for evaluation purposes.
 - 1.10 “**Intellectual Property Rights**” means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights.
 - 1.11 “**Open Source Software**” means software that is distributed under a license that requires, as a condition of use, modification, or distribution, that the software be disclosed in source code form, licensed for derivative works, or redistributable at no charge.

- 1.12 **“Order Form”** means the transactional document agreed to between the Parties which states the Software being purchased, term of use, price, and other applicable transaction details.
- 1.13 **“Output”** means any generative AI output (including any data, analysis, extractions, summaries, proposals, templates, recommendations, files, texts, events or similar materials generated, processed or made available by Provider, whether manually or through automated means; but excluding the Services or any part or derived work thereof) that is created or emitted by Customer’s use of the Software.
- 1.14 **“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under Applicable Laws.
- 1.15 **“Pricing Page”** means Provider’s pricing and billing Documentation located at <https://www.sourcebot.dev/pricing> (or such successor URL as may be designated by Provider).
- 1.16 **“Software”** means the software made available by Provider.
- 1.17 **“Subscription”** means the applicable services, support, and function(s) of the Software as provided.
- 1.18 **“Subscription Start Date”** means, unless otherwise agreed to in writing, the start date (i) stated on an Order Form, or the date in which Customer is given access to the Software (whichever is later), or (ii) as indicated via a Website transaction
- 1.19 **“Subscription Term”** shall begin on the Subscription Start Date and continue for twelve (12) months, unless the term length is otherwise agreed to in an Order Form or Web-Portal Purchase.
- 1.20 **“Updates”** means bug fixes, patches, maintenance releases, and other updates to the Software that Provider makes generally available to its customers at no additional charge.
- 1.21 **“User(s)”** means the unique and single employee, contractor, or other third-party individual or machine authorized by Customer (in accordance with this Agreement) that requires the provision of a seat within the admin platform, who are able to access the Software purchased under this Agreement, regardless of whether the User actually accesses, or the frequency with which they access, the Software.
- 1.22 **“Usage Data”** means aggregated, anonymized data regarding the use and performance of the Software that does not identify any individual and does not include Personal Data or the content of Customer's data processed through the Software, including log data, event data, and click telemetry, error logs, performance metrics, feature usage statistics, deployment and environment data, aggregate counts (such as numbers of Users, searches, queries, or sessions, in each case without the content thereof).
- 1.23 **“Web-Portal Purchase”** means a purchase of the Software made by Customer through the Web-Portal.
- 1.24 **“Web-Portal”** means the self-service purchase and account management flow on the Website.
- 1.25 **“Website”** means the website located at www.sourcebot.dev and all subdomains, and all content, services, documentation provided on the Website.

2. ORDERING PROCESS

- 2.1 **General.** Unless otherwise agreed to by Parties in writing, the terms of this Agreement shall govern any and all use of the Software. Purchases of Software may take place by either: (i) purchasing via the Website; or (ii) executing an Order Form with Provider.
- 2.2 **Free Software.** Customer acknowledges and agrees that Free Software may be: (i) modified and/or updated, without notice, and (ii) limited in functionality, features, maintenance, support and contain

other limitations not present in Software purchased pursuant to an Order Form or Web-Portal Purchase. DESPITE THE “WARRANTY”, “LIMITATION OF LIABILITY”, AND “INDEMNIFICATION” SECTIONS BELOW, FREE SOFTWARE AND SOFTWARE OFFERED ON A TRIAL BASIS (AS STATED IN AN ORDER FORM OR WEB-PORTAL PURCHASE) ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND PROVIDER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO SUCH FREE SOFTWARE AND SOFTWARE OFFERED ON A TRIAL BASIS, UNLESS SUCH EXCLUSIONS OF LIABILITY ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE PROVIDER’S TOTAL CUMULATIVE LIABILITY WITH RESPECT TO SUCH FREE SOFTWARE SHALL NOT EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00 USD).

3. LICENSE GRANT

- 3.1 **License.** Subject to the terms and conditions of this Agreement, Provider grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license to install and use the Software on systems owned or controlled by Customer. Unless otherwise set forth in an Order Form, Customer’s use rights will be limited (a) exclusively for internal use in connection with the development of Customer’s and/or its Affiliates’ own software; and (b) to the number of Users for which Customer has paid Provider. Despite anything to the contrary, Customer agrees that Provider and/or its licensors (as applicable) retain all right, title, and interest in and to all Software, and all Software may only be used in full compliance with this Agreement and with a valid Subscription for the correct number of Users. This Agreement does not constitute a sale of the Software and does not convey to Customer any rights of ownership in or related to the Software or any other intellectual property rights.
- 3.2 **Feedback Rights.** Provider and/or its licensors (as applicable) retain all intellectual property rights relating to the Software and any suggestions, ideas, enhancement requests, feedback, or other recommendations provided by Customer, its Affiliates, Users or any third party relating to the Software (herein referred to as “**Feedback Materials**”), which are hereby assigned to Provider. For the avoidance of doubt, Feedback Materials shall not include Customer Confidential Information or intellectual property owned by Customer.
- 3.3 **Open Source Software.** The Software incorporates or is distributed with Open Source Software components. To the extent required by the applicable Open Source Software license, the terms of such license shall apply to that component instead of this Agreement.

4. RESTRICTIONS AND RESPONSIBILITIES

- 4.1 **Use Restrictions.** Customer shall not, and shall not permit any third party to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software (except to the extent source code is made available by Provider under this Agreement); (b) modify, adapt, translate, or create derivative works based on the Software in breach of this Agreement; (c) sublicense, sell, lease, rent, loan, distribute, or otherwise transfer the Software to any third party; (d) remove, alter, or obscure any proprietary notices on the Software; (e) use the Software to develop a competing product or service; (f) circumvent or attempt to circumvent any technical restrictions or access controls in the Software; (g) publish or disclose to any third party the results of any benchmark or performance test of the Software for purposes of comparing the Software to competing products or services; (h) use the Software in violation of any Applicable Laws; or (i) use the Software to process Personal Data in a manner that violates Applicable Laws; (j) use the Software to index, search, or otherwise process any source code, repository, or other content for which Customer does not hold all necessary rights, licenses, consents, and permissions; (k) share,

sell, sublicense, transfer, or disclose any license activation code, license key, account credentials, or other authentication credentials issued by Provider to any third party, or permit access to the Software through any such credentials by any person other than a User authorized under this Agreement; (l) use the Software in excess of the seats, deployments, or other usage limits set forth in the applicable Order Form or, for Web-Portal Purchases, the Pricing Page; (m) input, upload, transmit, or process through the Software any data that is subject to heightened regulatory requirements (including protected health information under HIPAA, payment card data subject to PCI DSS, biometric identifiers, data subject to ITAR or EAR controls, or data classified under government security programs), unless Provider has expressly agreed in writing to support such data and the Parties have entered into any required supplemental agreements; (n) access, install, or use the Software in, or export, re-export, or transfer the Software to, any country, region, or party subject to U.S., EU, U.K., or other applicable trade sanctions or export control restrictions, or for any end use that is prohibited under such laws; or (o) use the Software for any purpose other than Customer's internal business purposes, and for clarity, Customer shall not use the Software for the benefit of any third party other than its Affiliates as expressly permitted under this Agreement.

- 4.2 Customer Responsibilities.** Customer will be responsible for (i) maintaining the security of Customer's account, passwords (including, but not limited to, administrative and User passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent; and (ii) any acts or omissions carried out by its Users and their compliance with this Agreement. Customer agrees that, unless the parties otherwise agree in writing, except for any account credentials required in order for Provider to activate any account, Customer shall not provide to Provider any Customer Data.
- 4.3 No Circumvention.** Customer shall not, directly or indirectly, re-implement, or otherwise attempt to independently develop or derive the functionality of any portion of the Software except as expressly permitted under this Agreement. Customer further shall not circumvent, attempt to circumvent, disable, or attempt to bypass any technical or licensing controls, access restrictions, or other mechanisms implemented in or in connection with the Software. Customer acknowledges that a breach or threatened breach of this Section 4.3 may cause Provider immediate and irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, in addition to any other remedies available at law or in equity, Provider shall be entitled to seek and obtain injunctive relief to prevent or restrain any such breach or threatened breach, without the necessity of proving actual damages or posting a bond or other security. Such injunctive relief shall be in addition to any other remedies Provider may have under this Agreement or applicable law.
- 4.4 License Compliance.** In accordance with this Agreement and the Documentation, Provider has the right to (i) verify electronically (or otherwise), and generate, or (ii) require Customer to generate and provide, reports related to Customer's installation of, access to, and use of the Software to ensure compliance with the terms of this Agreement. Customer shall maintain Customer Records during the term of this Agreement and for two (2) years thereafter. Provider may, upon thirty (30) days prior written notice to Customer and during Customer's normal business hours and subject to industry-standard confidentiality obligations, hire an independent third-party auditor to audit the Customer Records only to verify the amounts payable under this Agreement with respect to Customer usage of the Software. If an audit reveals underpayment, Customer shall promptly pay the deficiency to Provider plus late fees pursuant to Section 5. Provider shall bear the cost of an audit unless the audit reveals underpayment by more than 5% of the Fees payable for the audited period, in which case Customer shall promptly pay Provider for the reasonable costs of the audit.
- 4.5 License Activation and Verification.** Except as otherwise expressly set forth in an Order Form, the Software requires a license activation code (or similar credential) issued by Provider in order to operate, and Customer shall use only activation codes issued to Customer by Provider. Customer acknowledges and agrees that the Software will, on a periodic basis (no more frequently than once

per day, unless otherwise required to verify a Suspension Event or to restore service following resolution thereof), communicate with a license verification service operated by Provider or its designee (the “**License Service**”) for the purposes of (a) confirming the validity and status of Customer’s license; (b) reporting the number of Users (including Add-On Users) authorized to access the Software; and (c) enforcing any suspension of the Software pursuant to Section 7.5. Communications with the License Service are limited to the data necessary for the foregoing purposes and shall not include Personal Data or the content of Customer’s data processed through the Software. Customer shall not, and shall not permit any third party to, block, intercept, modify, spoof, or otherwise interfere with communications between the Software and the License Service, or use the Software without a valid activation code. Customer acknowledges and agrees that, if the Software is unable to communicate with the License Service for an extended period, the Software may automatically suspend operation until communication with the License Service is restored. For the avoidance of doubt, (i) the reports generated by the License Service shall constitute the “**Quarterly Add-On Report**” referenced in Section 5.5 (Add-On User Reconciliation), (ii) Provider’s ability to suspend Customer’s license through the License Service is a permitted means of effecting a suspension under Section 7.5 (Suspension), and (iii) the License Service is separate and distinct from Usage Data under Section 6, and the Parties’ obligations regarding Usage Data are governed exclusively by Section 6 (Usage Data).

4.6 No AI Training. Despite any other provision of this Agreement, Provider will not use Customer Data or Customer Records to train, fine-tune, or otherwise improve any generative or machine learning models, whether directly or in de-identified or aggregated form.

5. FEES AND PAYMENT

5.1 Fees. Customer shall pay the Fees set forth in the Order Form or, for Web-Portal Purchases, as set forth on the Pricing Page. Unless otherwise specified, all Fees are stated in U.S. Dollars and are non-refundable except as expressly provided in this Agreement.

5.2 Invoicing and Payment. Provider shall invoice Customer in accordance with the payment terms set forth in the Order Form or, for Web-Portal Purchases, as set forth on the Pricing Page or otherwise presented at checkout. If not otherwise specified, Provider shall invoice Customer for Fees upon execution of an Order Form, and all undisputed amounts shall be due within thirty (30) days after receipt of an undisputed invoice. Fees for Web-Portal Purchases shall be due and payable immediately at the time of purchase unless otherwise specified at checkout. Late payments may bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by Applicable Laws, whichever is less. If Customer’s account is referred to a collection agent due to non-payment, Provider shall be entitled to reimbursement for reasonable costs associated with the collection of any past-due balance.

5.3 Taxes. Customer shall be responsible for all sales, use, value-added, withholding, and other taxes arising from this Agreement, excluding taxes based on Provider's income. If Customer is required by Applicable Laws to withhold taxes from any payment, Customer shall increase the payment so that Provider receives the full amount otherwise payable under this Agreement.

5.4 Add-On User Activation. During the Subscription Term, Customer may, subject to this Agreement, activate and use Add-On Users. For the avoidance of doubt, Customer shall not have the right to report less than the number of Users originally purchased under the Subscription, and all Add-On Users shall be co-termed to the underlying Subscription Term.

5.5 Add-On User Reconciliation. With respect to purchases from Provider for Add-On Users, at the end of each three (3) month period, commencing upon the Subscription Start Date, (each a “**Quarter**”) during the Subscription Term, Provider will: (i) per Section 4.5, generate a report of Add-On User(s) activated and/or used during the Quarter (“**Quarterly Add-On Report**”), and (ii)

invoice Customer on a prorated basis for the remaining portion of the Subscription Term, with respect to the Add-On User(s) activated and/or used during the Quarter as captured by the Quarterly Add-On Report. For the avoidance of doubt, Add-On User(s) will not be invoiced for the Quarter in which they were activated and/or used. A Quarterly Add-On Report will be generated during the first three (3) Quarters of a Subscription Term. Upon expiration of the Subscription Term, Customer's renewal of the Software shall be for the same number of User licenses purchased for the most recent Subscription Term, plus any Add-On Users activated and/or used during such Subscription Term, unless otherwise agreed to between the Parties. Add-On User(s) that have been identified within the Quarterly Add-On Report, shall be considered due and payable in accordance with this Section 5.

- 5.6 Monthly Billing.** Notwithstanding Section 5.5, where Customer enters a Web-Portal Purchase on a monthly billing basis (as indicated at checkout), (a) the Subscription Term shall be one (1) month, automatically renewing for successive one (1) month periods unless cancelled through the Web-Portal interface or by written notice to Provider prior to the end of the then-current monthly period; (b) Fees, including Fees for Add-On Users, shall be invoiced and charged monthly on a prorated basis through Provider's payment processor; (c) Section 5.5 (Add-On User Reconciliation) shall not apply to such Subscription, and Add-On User reconciliation shall instead be effected through the monthly billing mechanism described in this Section; and (d) all references in this Agreement to a twelve (12) month Subscription Term, Renewal Term, or reporting period (other than for purposes of Section 9.3 (Limitation on Total Liability)) shall be deemed to refer to the applicable one (1) month period for such Subscription.
- 5.7 Disputes.** If Customer in good faith disputes any portion of an invoice, Customer shall notify Provider in writing within fifteen (15) days of receipt of the invoice, specifying the disputed amount and the basis for the dispute. The Parties shall work in good faith to resolve the dispute. Customer shall pay all undisputed amounts in accordance with the terms of this Agreement.
- 5.8 Price Protection.** Unless otherwise expressly set forth in an Order Form, any updates to Provider's list pricing or pricing policies shall not apply during the then-current Subscription Term. All Fees for the Subscription Term, including Fees for Add-On Users invoiced pursuant to Section 5.5, shall be based on the per-seat rates set forth in the applicable Order Form, or, for Web-Portal Purchases, the Pricing Page. Updated pricing shall apply only to (a) any Renewal Term, and (b) any new or subsequent orders entered into after the effective date of such updated pricing.

6. USAGE DATA

- 6.1 Collection of Usage Data.** Customer acknowledges and agrees that Provider may collect and analyze Usage Data to maintain, improve, and enhance Provider's products and services. For clarity, Usage Data expressly excludes: (a) any Personal Data, or (b) any content, code, or data processed by Customer through the Software.
- 6.2 Use and Ownership of Usage Data.** As between the Parties, Provider owns all right, title, and interest in and to Usage Data, including all intellectual property rights therein. Provider may use Usage Data for its internal business purposes, including to improve, maintain, and enhance Provider's products and services, to develop new products and features, and to generate anonymized benchmarking data. Provider may disclose Usage Data only in aggregated and de-identified form that does not identify Customer or any User.

7. TERM AND TERMINATION

- 7.1 Agreement Term.** This Agreement shall commence on the Effective Date and continues until it is terminated in accordance with this Section 7.

- 7.2 Subscription Term.** A Subscription Term (subject to Section 5.6 (Monthly Billing)) shall begin as of the Subscription Start Date and remain in effect for the term length as indicated on the Order Form (the “**Initial Term**”) and automatically renew for successive twelve (12) month terms (each a “**Renewal Term**”), with the same number of Users set forth in the applicable Order Form, or, for Web-Portal Purchases, the Pricing Page, plus any Add-On User(s) activated and/or used during such Subscription Term. To prevent automatic renewal, or to reduce the number of User licenses upon renewal, either Party must provide written notice at least thirty (30) days prior to the expiration of the then-current Subscription Term.
- 7.3 Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if: (a) the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; or (b) the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings that are not dismissed within sixty (60) days. Customer’s breach of Section 3.1 (License), 4.1 (Use Restrictions), 4.3 (No Circumvention), or 4.5 (License Activation and Verification) will be deemed a material breach of this Agreement. Customer's use of the Software in violation of any Applicable Laws shall constitute a material breach of this Agreement permitting immediate termination.
- 7.4 Effect of Termination.** Upon any expiration or termination of this Agreement: (a) all licenses granted hereunder shall immediately terminate; (b) Customer shall cease all use of the Software; (c) each Party shall promptly return or destroy all Confidential Information of the other Party; and (d) Provider shall submit a final invoice for all outstanding Fees, which Customer shall pay in accordance with Section 5.
- 7.5 Suspension.** Provider may suspend Customer’s access to the Software if (i) Customer fails to pay any undisputed Fees within thirty (30) days after the due date; or (ii) Customer’s breach of Section 4 (Restrictions and Responsibilities) (each a “**Suspension Event**”). As applicable, Provider will give Customer prior notice and a reasonable opportunity to resolve or otherwise cure the issue and avoid suspension. Provider is not required to give prior notice in exigent circumstances, or for suspension of access to avoid material harm or violation of legal or regulatory requirements. Upon resolution of a Suspension Event, Provider will promptly restore Customer’s access to the Software as applicable. Notwithstanding the foregoing, Provider may avail itself of any other remedy under this Agreement, including terminating this Agreement under Section 7.3 (Termination for Cause).
- 7.6 Survival.** The following provisions shall survive any expiration or termination of this Agreement: Sections 1 (Definitions), 3.2 (Feedback Rights), 4.1 (Use Restrictions), 4.2 (Customer Responsibilities), 4.3 (No Circumvention), 4.4 (License Compliance), 5 (Fees and Payment) (for amounts accrued prior to termination), 6.2 (Use and Ownership of Usage Data), 7.4 (Effect of Termination), 7.6 (Survival), 8 (Representations and Warranties; Disclaimers), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidentiality), and 12 (General Provisions), and any other sections which by their nature are intended to survive the termination or expiration of this Agreement.

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

- 8.1 Mutual Representations.** Each Party represents and warrants to the other that: (a) it has the legal power and authority to enter into and perform its obligations under this Agreement; (b) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; and (c) the execution and performance of this Agreement will not conflict with any other agreement to which it is a party.
- 8.2 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE SOFTWARE, INCLUDING ANY FREE SOFTWARE, IS PROVIDED “AS IS” AND PROVIDER

EXPRESSLY DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. IN ADDITION, THE OUTPUT OF THE SERVICES IS GENERATED BY ARTIFICIAL INTELLIGENCE, AND THE CONTENT MAY NOT BE CORRECT. PROVIDER DISCLAIMS ANY LIABILITY FOR ERRORS OR OMISSIONS IN THE OUTPUT. PROVIDER DOES NOT REPRESENT OR WARRANT THAT OUTPUT OF THE SOFTWARE DOES NOT INCORPORATE, INFRINGE OR MISAPPROPRIATE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING, VALIDATING, AND DETERMINING THE APPROPRIATENESS, ACCURACY, AND LEGAL AND COMMERCIAL SUFFICIENCY OF ALL OUTPUT, AND FOR ANY USE OF OR RELIANCE ON SUCH OUTPUT. CUSTOMER FURTHER ACKNOWLEDGES THAT PROVIDER DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE UNDERLYING SOURCE MATERIALS UPLOADED BY CUSTOMER OR ANY THIRD PARTIES, AND ANY ERRORS, OMISSIONS, OR INACCURACIES IN SUCH SOURCE MATERIALS MAY BE REFLECTED IN THE OUTPUT. PROVIDER UNDERTAKES NO OBLIGATION AND HAS NO DUTY TO REVIEW, VERIFY, CORRECT, OR UPDATE ANY OUTPUT OR SOURCE MATERIALS, AND CUSTOMER SHALL NOT RELY ON PROVIDER FOR ANY SUCH REVIEW OR VERIFICATION.

8.3 Beta Features. If Provider gives Customer access to a beta feature, the beta feature is provided "AS IS" and will be marked "experimental". Customer acknowledges that beta features are experimental in nature and may be modified or removed at Provider's discretion with or without notice. NOTWITHSTANDING THE 'WARRANTY,' 'LIMITATION OF LIABILITY,' AND 'INDEMNIFICATION' SECTIONS BELOW, BETA FEATURES ARE PROVIDED 'AS IS' WITHOUT ANY WARRANTY AND PROVIDER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO BETA FEATURES, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE PROVIDER'S TOTAL CUMULATIVE LIABILITY WITH RESPECT TO BETA FEATURES SHALL NOT EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00 USD).

9. LIMITATION OF LIABILITY

9.1 Limitation on Indirect Damages. SUBJECT TO SECTION 9.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Certain Damages Prohibited. DESPITE ANYTHING IN SECTION 9.1 OR OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (i) ANY PUNITIVE DAMAGES, (ii) ANY LOSS OF PROFITS, LOST BUSINESS, OR LOST REVENUE, OR (iii) THE USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, AND NO MATTER HOW SUCH DAMAGES ARE CHARACTERIZED, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Limitation on Total Liability. EXCEPT FOR (i) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (ii) CUSTOMER'S OBLIGATION TO PAY FEES DUE, OR (iii) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS

AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

- 9.4 No Liability for Output; Customer Responsibility.** Despite any provision in this Agreement to the contrary, Customer acknowledges and agrees that Output does not constitute legal, commercial, or other professional or financial advice. Provider shall have no responsibility or liability for any decisions, actions, agreements, commitments, or other legal or commercial arrangements entered into by Customer with any third party based on or arising from any Output. To the fullest extent permitted by law, Provider disclaims all liability for any damages, losses, liabilities, or claims arising out of or relating to (a) any use of or reliance on Output, (b) any third-party contracts or transactions, (c) any errors or omissions in Output, or (d) any failure by Customer to independently review or verify Output, including without limitation claims for breach of contract, misrepresentation, negligence, or regulatory non-compliance.

10. INDEMNIFICATION

- 10.1 Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless Provider and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from: (a) Customer's breach of Section 3 (License Grant) or Section 4 (Restrictions and Responsibilities); (b) Customer's use of the Software in violation of Applicable Laws; or (c) any data or content that Customer processes through the Software.
- 10.2 Indemnification Procedure.** The indemnified Party shall: (a) promptly notify the indemnifying Party of the claim; (b) give the indemnifying Party sole control over the defense and settlement of the claim; and (c) provide reasonable assistance to the indemnifying Party at the indemnifying Party's expense. The indemnified Party may participate in the defense at its own expense. The indemnifying Party shall not settle any claim in a manner that admits liability on behalf of, or imposes any obligation on, the indemnified Party without the indemnified Party's prior written consent.
- 10.3 Exclusive Remedy.** This Section 10 states each Party's exclusive remedy and the other Party's entire liability for any claims subject to indemnification under this Section.

11. CONFIDENTIALITY

- 11.1 Obligations.** Each Party (as “**Receiving Party**”) shall: (a) hold the other Party's (as “**Disclosing Party**”) Confidential Information in strict confidence; (b) not disclose such Confidential Information to any third party except as permitted herein; and (c) use such Confidential Information only to exercise its rights and perform its obligations under this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.
- 11.2 Permitted Disclosures.** The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, contractors, and agents who have a need to know such information and are bound by confidentiality obligations at least as protective as those in this Section. The Receiving Party remains responsible for any breach of this Section by such persons.
- 11.3 Exclusions.** Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is received from a third party without restriction and without

breach of any obligation of confidentiality; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

- 11.4 Required Disclosures.** The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by Applicable Laws, provided that the Receiving Party gives the Disclosing Party prompt notice (to the extent permitted by law) and reasonable cooperation to seek a protective order.
- 11.5 Survival.** The obligations set forth in this Section 11 shall survive the expiration or termination of this Agreement for a period of two (2) years; provided that obligations with respect to trade secrets shall survive indefinitely for so long as such information retains its status as a trade secret under Applicable Laws.

12. GENERAL PROVISIONS

- 12.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.
- 12.2 Jurisdiction.** The Parties agree to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, for any disputes arising out of or relating to this Agreement.
- 12.3 Informal Resolution.** Prior to initiating any formal proceedings, the Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through good-faith negotiation between senior executives of each Party for a period of thirty (30) days following written notice of the dispute. Nothing in this Section shall prevent either Party from seeking injunctive or other equitable relief in any court of competent jurisdiction at any time.
- 12.4 Class Action Waiver.** EACH PARTY AGREES THAT ANY DISPUTE RESOLUTION PROCEEDINGS SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION AGAINST THE OTHER PARTY.
- 12.5 Jury Trial Waiver.** EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 12.6 Injunctive Relief.** Notwithstanding Section 12.2 (Jurisdiction), either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Intellectual Property Rights or Confidential Information, or as set forth in Section 4.1 (Use Restrictions), Section 4.3 (No Circumvention), or Section 11 (Confidentiality).
- 12.7 Entire Agreement.** This Agreement, together with the Order Form and any exhibits or attachments hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written. Any terms or conditions in any Customer purchase order, vendor portal, or similar document shall have no effect. In the event of any conflict between the terms of this Agreement and any Order Form (or, for Web-Portal Purchases, the terms presented at checkout), such Order Form (or checkout terms) shall govern with respect to the matters expressly addressed therein, and this Agreement shall otherwise control. For Customers who use Free Software or Software acquired via a Web-Portal Purchase (in each case, with respect to such Free Software or Web-Portal Purchase only), Provider may update this Agreement from time to time by posting the revised terms on the Website, and Customers' continued access or use of the Software following such update will constitute express acceptance thereof.

- 12.8 Amendments.** Except as set forth in Section 12.7 (Entire Agreement), this Agreement may only be amended by a written instrument signed by both Parties.
- 12.9 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement without consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
- 12.10 Notices.** All notices under this Agreement shall be in writing and delivered to the addresses set forth in the Order Form by: (a) personal delivery; (b) overnight courier; (c) registered or certified mail, return receipt requested; or (d) email (with confirmation of receipt). Notices shall be deemed given upon receipt.
- 12.11 Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver must be in writing and signed by the waiving Party.
- 12.12 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith a replacement provision that most closely reflects the original intent.
- 12.13 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.
- 12.14 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement confers any rights on any third party.
- 12.15 Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (except for payment obligations) due to causes beyond its reasonable control, including natural disasters, war, terrorism, riots, pandemics, or government actions, internet or telecommunications failures, or third-party infrastructure failures. If a force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement upon written notice.
- 12.16 Export Compliance.** Customer shall comply with all applicable export control laws and regulations. Customer represents that it is not located in, or a resident or national of, any country subject to U.S. trade sanctions, and is not on any U.S. government list of prohibited or restricted parties.
- 12.17 Government End Users.** The Software is “commercial computer software” and the Documentation is “commercial computer software documentation” as defined in FAR 12.212 and DFARS 227.7202. Government end users acquire the Software and Documentation with only those rights set forth in this Agreement.
- 12.18 Anti-Corruption.** Each Party represents and warrants that it has not, and shall not, in connection with this Agreement, directly or indirectly offer, pay, promise, or authorize any bribe, kickback, or other corrupt payment to any person, including any government official. Each Party shall comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010.
- 12.19 Publicity.** Provider may identify Customer and use Customer's name and logo in Provider's marketing materials (including on Provider's website and in customer lists) to identify Customer as a user of Provider's products. Notwithstanding the foregoing, Provider will obtain Customer's prior written consent before issuing any press release or making any public announcement specifically referencing Customer.

12.20 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

[END OF SOFTWARE LICENSE AGREEMENT]