



## General Terms and Conditions

BY ENTERING INTO AN ORDER, CLICKING “I AGREE”, OR ACCESSING OR USING TABNAM, INC. D/B/A GREPTILE (“**COMPANY**” OR “**GREPTILE**”) SUBSCRIPTION SERVICES, INCLUDING THE PLATFORM AND RELATED APPLICATIONS OR APIS (COLLECTIVELY, THE “**SUBSCRIPTION SERVICES**” OR “**PLATFORM**”), YOU AGREE TO THESE GENERAL TERMS AND CONDITIONS (“**GTC**”). THESE GTC ALONG WITH ANY REGISTRATION INFORMATION OR SELECTIONS YOU MAKE ON THE PLATFORM OR ANY COMPANY ORDER SIGNED BY YOU AND COMPANY REFERENCING THESE GTC FORM A LEGALLY BINDING AGREEMENT (COLLECTIVELY, THIS “**AGREEMENT**”). “**YOU**” OR “**CUSTOMER**” MEANS THE ENTITY IDENTIFIED AS THE CUSTOMER IN THE PLATFORM OR ORDER, AND THE APPLICABLE INDIVIDUAL ASSOCIATED WITH SUCH CUSTOMER REPRESENTS AND WARRANTS HE/SHE HAS AUTHORITY TO BIND SUCH CUSTOMER.

### 1. SERVICES

1.1. **Subscription Services; Platform.** Subject to the other provisions of this Agreement, Company will make available to Customer on a non-exclusive and non-transferable basis access and use of the Subscription Services in accordance with Company’s then current published documentation for the Subscription Services solely for Customer’s internal purposes and any limitations or restrictions in this Agreement, including the applicable Order(s).

1.2. **Professional Services: Consulting and Analysis.** Customer may order, and Company will use commercially reasonable efforts to provide, mutually agreed consulting and professional services as described in any Order or statement of work agreed by the Parties (“**Professional Services**”).

1.3. **Services Generally.** The “**Services**” mean the Subscription Services, Professional Services, or other service related obligations which Company agrees to provide in accordance with this Agreement, including related Orders. The Services are designed and intended to facilitate understanding and reviewing Customer’s codebase and development practices and may include artificial intelligence and machine learning technologies or chatbots (“**AI**” and “**ML**”). The Services may include recommendations and analysis generated through AI and ML, which may rely on statistics, probabilities, and data that may not be accurate, up-to-date, appropriate, or reliable. All decisions based on the Services are solely the Customer’s, and Customer should not fully rely on the Services as accurate or complete. Customer will (a) be responsible for connecting to and using the Platform made available to it in accordance with this Agreement, (b) cooperate with Company to facilitate the provision of the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Company promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement and applicable laws and regulations.

1.4. **Restrictions.** Customer will not (and will not permit any of its affiliates, contractors, or users to): (a) make the Platform, any Services, or any results of the Services available to any third party other than as contemplated by this Agreement or expressly authorized in writing by Company, (b) resell, lease, distribute, transfer or otherwise make available the Platform on a time-sharing or service bureau basis, (c) use or access the Platform (including any API relating to the Platform) in any way that threatens the integrity, performance, or availability of the Platform or other customers or users, (d) attempt to gain unauthorized access to the Platform, including any data stored or processed therein, (e) decompile, disassemble, or reverse engineer the Platform, in whole or in part, or (f) use or reference the Platform to develop or offer a competing service or product.

1.5. **Ownership.** Except for Customer’s limited right to access and use the Platform as expressly described in this Agreement, Company owns and reserves all other rights, title, and interest in and to the Platform and Services (except for Customer Data, as defined in Section 2 which Customer owns). The Platform is being made available on a strictly confidential and limited use basis. This Agreement is not an agreement of sale, and no ownership rights to the Platform or any portion thereof are transferred to Customer. Any derivative works, modifications, or enhancements relating to the Platform or any component thereof (whether created alone or jointly) will be solely and exclusively owned by Company. Customer hereby assigns and agrees to assign to Company any rights, title and interest in and to any feedback, suggestions, ideas, derivative works, modifications, enhancements, or improvements to the Platform or Services that Customer or its representatives provide or develop. Customer will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce Company’s rights described above and the intent of this Section.

1.6. **Third Party Materials.** Certain items of software code, data, or content provided with, or needed to access or use,

the Services or Platform may be subject to “open source,” “free software,” “creative common” or similar licenses (“**Third Party Material**”), a list of which is available on the Platform and/or in the applicable documentation relating to the Services, as necessary. The Third Party Material is not subject to the terms and conditions of this Agreement, except for this Section, the disclaimer of warranties and the limitations of liability. Instead, each item of Third Party Material is licensed under the terms of the license that accompanies such Third Party Material. Nothing in this document limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for the Third Party Material, including any rights to copy, modify, or distribute Third Party Material under the applicable license. If Company makes modifications to such Third Party Material and if the applicable license requires that such modifications be made available and Company does not already publish such modifications via the applicable Third Party Material community, then Company will make its modifications available on its website or as otherwise required.

## 2. CUSTOMER DATA.

2.1. **General.** Customer acknowledges and understands that use of the Services will permit or require Customer to provide certain Customer data, such as content, materials, and other information to Company (collectively, “**Customer Data**”) for purposes of analysis relating to the Services and Platform. All Customer Data will be considered proprietary to Customer. Company may use Customer Data solely for performing the Services or as authorized by Customer under this Agreement, and Customer is responsible for obtaining any required third party consents relating to Customer Data.

2.2. **Data Safeguards; Disaster Recovery and Continuity.** Company will maintain reasonable and appropriate data safeguards and procedures designed to prevent the unauthorized use or disclosure of Customer Data in Company’s possession or control (“**Data Safeguards**”). Company will periodically maintain archives and back-ups of Customer Data in accordance with Company’s generally applicable disaster recovery and business continuity procedures and industry standards.

2.3. **Cloud Processing.** Company may use nationally recognized third party cloud service providers, such as Amazon Web Services or Microsoft Azure, to store and process Customer Data in accordance with industry standards. Upon Customer’s reasonable request, Company will make available to Customer any audits reports or certifications that its subcontractor(s) providing hosting services generally make available to Company and its Customer’s, subject to Customer’s agreement to comply with any confidentiality or other terms or conditions required by such subcontractor or its auditors.

2.4. **End of Term; Data Transfer.** Upon the termination or expiration of the Agreement and subject to payment of all amounts then due and owing, Company will transfer a copy of Customer Data in Company’s possession or control to Customer within thirty (30) days following any termination or expiration (or otherwise upon Customer’s reasonable request). Company is not obligated to store any Customer Data for more than 30 days following the termination or expiration, but will do so for a mutually agreed storage fee. Company will delete any Customer Data in its control or possession thereafter, but may retain archival copies for archival purposes only and subject to the Data Safeguards.

3. **CONFIDENTIAL INFORMATION.** All confidential information will be held in confidence, and the receiving Party will take all steps reasonably necessary to preserve the confidentiality of the confidential information of the other Party. The disclosing Party’s confidential information will not be used or disclosed by the receiving Party for any purpose except (a) as necessary to exercise rights or perform obligations under this Agreement, or (b) as required by law, provided that the other Party is given a reasonable opportunity to obtain a protective order. The receiving Party will limit its use of and access to the disclosing Party’s confidential information to only those of its employees or representatives whose responsibilities require such use or access. The receiving Party will advise all such employees and representatives, before they receive access to or possession of any of the disclosing Party’s confidential information, of the confidential nature of the confidential information and require them to abide by the terms of this Section. Either Party may disclose this Agreement to its actual or potential investors, creditors, professional advisors, or attorneys who are subject to a duty of confidentiality. Company’s confidential information includes the Platform (including APIs and other components of the Subscription Services).

4. **PAYMENTS.** In consideration for the rights granted, Customer will pay to Company, without offset or deduction, the fees and expenses described in the Order (or otherwise published on the Platform if no Order was executed). Excess use beyond that set out in an Order will be subject to additional fees. Unless otherwise provided, all fees will be due and payable within thirty (30) calendar days after an invoice is issued by Company, and subscription fees may be invoiced in advance. Fees may increase annually or on each renewal term, but Company will provide notification of such increase at least thirty (30) days in advance; notification may occur on the Platform or through an invoice. The fees and other amounts payable by Customer to Company do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, excluding only taxes based upon Company’s net income. Customer will directly pay any such taxes assessed. Customer will promptly reimburse Company for any taxes payable or collectable by Company (other than taxes based upon Company’s net income). All fees and other amounts paid

or payable by Customer under this Agreement are non-refundable and non-cancellable, except as otherwise expressly provided. In the event that Customer's account is overdue, Company will have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Customer's access to or use of the Services, without further notice to Customer, until Customer has paid the full balance owed, plus any interest due at the rate of 18% per annum.

## 5. DISCLAIMERS, LIMITED WARRANTY, INDEMNITY, AND LIMITATION OF LIABILITY

5.1. **BETA SERVICE DISCLAIMER.** Services identified as being provided on a beta, trial or evaluation basis may not be appropriate for all customers and may contain errors or omissions. Customer's sole remedy for any defect, error or omission relating to a beta Service is to stop accessing or using that Beta Service. Section 5.2 does not apply to beta Services, and Beta Services may evolve or contain errors or omissions.

5.2. **LIMITED WARRANTY.** Company represents and warrants to Customer that: (a) to the best of Company's knowledge, it has sufficient rights to grant the subscriptions and licenses described in this Agreement, and it has obtained any required authorizations and consents from applicable individuals and organizations to provide such subscriptions and licenses, and (b) the Platform will perform substantially in accordance with the Company published documentation. Customer's sole remedy, and Company's sole obligation, for Company's breach of the warranties in this Section shall be for Company to use commercially reasonable efforts to cure the breach; if Company fails to cure or if cure is not commercially practical and the breach is material, Customer may terminate (and stop accessing and using the Services) and receive a refund of an equitable portion of the fees pre-paid for the non-conforming Services not provided after such termination.

5.3. **DISCLAIMER.** CUSTOMER IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM THE USE OF THE PLATFORM AND SERVICES, ITS RELIANCE AND DECISIONS RELATING TO, AND USE OF THE PLATFORM AND SERVICES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, ACCURACY, OR NON-INFRINGEMENT. THE SERVICES ARE NOT A SUBSTITUTE FOR LEGAL, AUDIT, OR OTHER ROLES REQUIRING A PROFESSIONAL LICENSE OR CERTIFICATION OR FOR OTHER INTERNAL CONTROLS, CODES OF CONDUCT, RISK MANAGEMENT, COMPLIANCE, OR OTHER CUSTOMARY PROGRAMS.

5.4. **INDEMNITY.** Each Party will indemnify, defend, and hold harmless the other Party for any direct infringement caused

by such indemnifying Party's intellectual property provided under this Agreement, including the Platform in the case of Company as the indemnifying Party, and Customer Data in the case of Customer as the indemnifying Party.

5.5. **DAMAGE LIMITATION.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF OPPORTUNITIES, REVENUE OR SAVINGS) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PLATFORM OR ANY SERVICES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATING TO THE PLATFORM OR SERVICES WILL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY THE CUSTOMER TO COMPANY DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT FROM THE LAST EVENT GIVING RISE TO LIABILITY (THE "*CAP*"). THE FOREGOING LIMITATIONS OF LIABILITY ABOVE WILL NOT APPLY TO A PARTY'S WILLFUL MISCONDUCT, UNAUTHORIZED USE OR DISCLOSURE OF THE PLATFORM OR RELATED INTELLECTUAL PROPERTY OR INFORMATION, OR INDEMNIFICATION OBLIGATIONS. COMPANY'S TOTAL AGGREGATE LIABILITY RELATING TO ITS NONCOMPLIANCE WITH DATA SAFEGUARDS OR CUSTOMER DATA SHALL BE LIMITED TO 1.5 TIMES THE CAP ABOVE.

6. **TERM AND TERMINATION.** The initial term of the Services will be as specified in the Order, except as otherwise provided below. If an initial term is not specified in an Order, the initial term will be 1 year or as otherwise stated during registration on the Platform. The term will automatically renew for the duration of the initial term, unless a Party provides the other Party at least 60 days' written notice of non-renewal or if otherwise provided in this Agreement. Either Party may terminate for the uncured material breach of the other Party or as expressly provided otherwise in this Agreement. Any terms and conditions, including without limitation disclaimers and limitations of liability, will continue to apply after termination or expiration as necessary to give effect to the intent of this Agreement. Upon termination or expiration, Customer will cease using and accessing the Services and Platform and each Party will return or destroy the other Party's confidential or proprietary information in its possession or control. Customer will remain responsible for paying the fees for the then current subscription term, unless Customer is terminating for Company's uncured material breach or as expressly provided otherwise.

7. **MISCELLANEOUS.** The relationship between the Parties under this Agreement is that of independent contractors

and not partners, joint venturers or agents. Customer may not assign this Agreement or its rights without the prior written approval of Company. This Agreement states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. No waiver of any breach of this Agreement, will be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, then such unenforceable portion of the provision will be deemed severed from this Agreement, the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision. This Agreement will be construed and enforced in accordance with the laws of the State of Delaware excluding choice of law; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws will not apply. Except with respect to Customer's payment obligations, neither Party will be liable for, nor will either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of data or supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care. Customer authorizes Company to use Customer's name in any routine list of Company Customers and as a reference. Company may not use Customer's name in any advertising or press release without the prior written consent of Customer.