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Aidealy Terms of Service / Master Subscription Agreement

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This Master Subscription Agreement (this "**Agreement**" or "**MSA**") is entered into between **Aidealy Ltd.**, a company incorporated in Israel, of Hamidron 1, Herzliya 4654110, Israel ("**Aidealy**", "**we**", "**us**", "**our**"), and the organisation that subscribes to the Service, identified in the Order Form ("**Customer**", "**you**", "**your**"). Aidealy and Customer are each a "**party**" and together the "**parties**".

This Agreement governs Customer's subscription to and use of the Aidealy product and related services. It takes effect when the earliest of the following occurs (the "**Effective Date**"): (a) the parties sign an Order Form that references this Agreement; or (b) Customer first accesses or uses the Service, **where the Service has been made available to Customer under an Order Form or after this Agreement has been presented to Customer**.

If you accept this Agreement through an online signup, by clicking "I agree" (or a similar button) or by creating an account, you agree to be bound by this Agreement. The individual accepting this Agreement represents that they are authorised to bind the Customer organisation. **If you do not agree, do not access or use the Service.**

1. Definitions

- **"Affiliate"** means an entity that controls, is controlled by, or is under common control with a party.
- **"control"** of an entity means the direct or indirect ownership of **more than fifty percent (50%) of its voting securities or other voting interests**, or the right to direct or cause the direction of its management and policies; "**controls**", "**controlled by**", and "**under common control with**" are read accordingly, including in the definitions of "Affiliate" and "Direct Competitor" and in the change-of-control provisions of Section 15.
- **"Direct Competitor"** means an entity (or an entity controlling, controlled by, or under common control with it) that develops, markets, or sells a product or service that competes with the Service in software-engineering analytics, developer-productivity analytics, or developer or code-quality evaluation, **whether or not implemented with artificial intelligence**. In the change-of-control provision of Section 15 the term is applied from the standpoint of the terminating party: a Direct Competitor **of Customer** is an entity (or an entity controlling, controlled by, or under common control with it) that develops, markets, or sells products or services that compete with **Customer's core business at the time the change of control occurs** - an objective test applied as at that time; no advance identification or listing of competitors is required, and none is provided for.
- **"Authorised Users"** means Customer's employees, contractors, and other individuals whom Customer authorises to use the Service under Customer's account (for example, account administrators and invited team members).
- **"Backfill Window"** means the period of Customer's historical development data purchased for a subscription, **as stated in the Order Form**, measured back from the subscription start date stated in the Order Form. Section 2.10 states how the Backfill Window applies, including its exceptions.
- **"Order Form"** means an ordering document, online order, or subscription plan (including a Paddle checkout) that references this Agreement and sets out the Service subscribed to, the quantities (such as seats or credits), the fees, and the subscription term.
- **"Service"** means the Aidealy software-as-a-service platform identified in the Order Form, including its web application(s), the Client Software provided as part of the subscription (the Aidealy IDE extension and, where Aidealy makes it available to Customer, the Aidealy Claude Code collector), related APIs and documentation, and any updates Aidealy makes generally available - as further described in the documentation. The IDE extension is also subject to its

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end-user licence terms (the Extension EULA, defined below), and the Claude Code collector to its own (the Collector EULA, defined below).

- **"Client Software"** means the Aidealy client software that Aidealy makes available to Customer under Customer's subscription for installation on Authorised Users' machines, namely the **Aidealy IDE extension** (the "**IDE extension**") and the **Aidealy Claude Code collector** (the "**Claude Code collector**"), together with the updates to them that Aidealy makes generally available; references in this Agreement to "Aidealy client software" (including in Section 4.1) are to the Client Software. Each item of Client Software is also subject to its own end-user licence agreement: the Extension EULA for the IDE extension and the Collector EULA for the Claude Code collector.
- **"Customer Data"** means data and materials that Customer or its Authorised Users submit to, or that the Service collects from Customer's systems on Customer's instruction, in connection with the Service - including source code and code diffs, repository and git author/committer identity, IDE prompts, responses and code context, developer-activity metrics, and the analytics outputs generated for Customer.
- **"Connected Git Accounts"** means the git-provider accounts (an organisation, group, workspace, or project on a git provider the Service supports) that Customer has connected to the Service and keeps connected. A repository belongs to a Connected Git Account where the host and the account name recorded in the repository's own remote address are those of that account; a repository whose remote address names no Connected Git Account, and a folder that is not a repository, belong to none.
- **"Analysis Scope"** means the repositories under Customer's Connected Git Accounts that Customer has selected for processing by the Service: each repository Customer has individually included and, for a repository under a Connected Git Account that Customer has not individually listed, the repositories admitted by the automatic include or automatic exclude mode Customer has set for that account; a repository Customer has individually excluded is outside the Analysis Scope whatever that mode, and a repository that belongs to no Connected Git Account is outside it. Section 4.2A of the AUP states the repository-selection rules that apply to that selection, and Section 4.1 states how the Service applies the Analysis Scope to the records the Client Software collects.
- **"Aggregated Data"** has the meaning given in Section 8.4.
- **"Confidential Information"** has the meaning given in Section 7.1.
- **"DPA"** means the Aidealy Data Processing Agreement, which governs the processing of personal data within Customer Data and is incorporated into this Agreement by reference.
- **"AUP"** means the Aidealy Acceptable Use Policy, incorporated into this Agreement by reference.
- **"AI Addendum"** means the Aidealy AI Addendum, which addresses AI-specific transparency and terms and is incorporated into this Agreement by reference.
- **"Refund Policy"** means the Aidealy Refund & Cancellation Policy, incorporated into this Agreement by reference.
- **"Extension EULA"** means the Aidealy IDE Extension End-User Licence Agreement. As between Aidealy and Customer, the Extension EULA is **incorporated into this Agreement by reference for the subject matter of the IDE extension** (Section 2.2); it also remains a direct agreement between Aidealy and each individual user of the extension.
- **"Collector EULA"** means the Aidealy Claude Code Collector End-User Licence Agreement. As between Aidealy and Customer, the Collector EULA is **incorporated into this Agreement by reference for the subject matter of the Claude Code collector** (Section 2.2); it also remains a direct agreement between Aidealy and each individual user of the Claude Code collector.
- **"Active Seat"** means, for each seat type identified in the Order Form (the seat types are those the Order Form and Section 5.4 name: **Human engineer, AI agent, Chat, and Admin seats**), a seat of that type that is **provisioned and enabled for use in the Service** on a given day of the billing month - that is, allocated to an Authorised User, an AI agent, or an administrator who is active (not deactivated) in Customer's account on that day, whether or not it was actually used that day. A seat deactivated in the account stops counting from the day of deactivation. The

peak Active Seat count for a month, per seat type, is the highest number of Active Seats of that type on any day of that month, as measured by the Service.
- **"Additional Terms"** means feature-specific terms Aidealy presents at the activation of an optional feature, as described in Section 15 (Additional Terms for optional features).
- **"Documentation"** means the descriptions of the Service Aidealy makes available to Customer: the **service description in the applicable Order Form** and the **capability, limitation, and intended-purpose descriptions in Section 5 of the AI Addendum**, together with any further usage documentation Aidealy makes generally available to its customers.
- **"Instructions for Use"** means the instructions Aidealy makes available for the Service's AI features - describing their intended purpose, capabilities, limitations, and the human-oversight measures Aidealy provides - as set out in the AI Addendum (in particular its Section 5) and in the further information Aidealy makes available on request.

Identification of incorporated documents. Each document incorporated into this Agreement by reference - the DPA, the AUP, the SLA (Section 2.5), the AI Addendum, the Refund Policy, the Extension EULA, the Collector EULA, and, for the customers to which it applies by its terms, the **EU Data Act Rider** (which applies automatically to EU customers under its Section 1.1, without signature or election, and binds in its dated published version) - is identified, for a subscription under a signed Order Form, **by the dated version and URL stated in the Order Form's incorporated-documents table**; where the Order Form does not identify a document, or for a subscription accepted online, the dated version of that document in effect at the start of the subscription term applies, per the version-binding provision of Section 15 (Changes to this Agreement; version binding; records).

2. The Service and licence grant

2.1 **Provision of the Service.** Subject to this Agreement and payment of the applicable fees, Aidealy will make the Service available to Customer and its Authorised Users during the subscription term, for Customer's internal business purposes.

2.2 **Licence grant.** Aidealy grants Customer a **limited, non-exclusive, non-transferable, non-sublicensable, revocable** right, during the subscription term, to access and use the Service (and to permit its Authorised Users to do so) for Customer's internal business purposes, in accordance with this Agreement, the Documentation, and the applicable Order Form. The Aidealy IDE extension is licensed under the Extension EULA. **As between Aidealy and Customer, the terms of the Extension EULA form part of this Agreement, and are incorporated into it by reference, for the subject matter of the IDE extension**; the Extension EULA also remains a direct agreement between Aidealy and each individual user of the extension. Where there is a conflict about the extension specifically, the Extension EULA controls for that subject matter (Section 15, Order of precedence). The Aidealy Claude Code collector is licensed under the Collector EULA. **As between Aidealy and Customer, the terms of the Collector EULA form part of this Agreement, and are incorporated into it by reference, for the subject matter of the Claude Code collector**; the Collector EULA also remains a direct agreement between Aidealy and each individual user of the Claude Code collector. Where there is a conflict about the Claude Code collector specifically, the Collector EULA controls for that subject matter (Section 15, Order of precedence). The incorporation of the Extension EULA and the Collector EULA does not reduce, as between the parties, Aidealy's warranties in Section 9 or the allocation of liability in Section 11.

2.3 **Authorised Users.** Customer is responsible for its Authorised Users' use of the Service and for their compliance with this Agreement and the AUP, and is responsible for all activity under its account. **Customer will ensure that each Authorised User accepts the Extension EULA, or is bound by Customer's internal policies to observe it, before using the IDE extension, and accepts the Collector EULA, or is so bound to observe it, before using the Claude Code collector.** Customer will keep account credentials confidential and secure.

2.4 **Seats: metered monthly billing; annual commitments; other quantities.** (a) **Monthly-billed subscriptions.** For a subscription billed monthly, Customer's seat fees for each billing month are

calculated at the **peak Active Seat count of that month, per seat type, at the per-seat rate stated in the Order Form** - flexing **up and down** from month to month with Customer's actual provisioned seats. Aidealy (through the Service) measures Active Seats; **Customer has no self-reporting obligation.** Seat charges above the initially subscribed quantity are always at the contracted per-seat rate stated in the Order Form (no separate list rate applies). (b) **Annual and other prepaid terms.** For a subscription prepaid for an annual or other committed term, the Order Form quantities are a **commitment for the term**: Customer may **add** seats during the term, billed at the contracted per-seat rate, **prorated for the remainder of the term and co-termed** with it (charged through Paddle or, for a directly-invoiced account, invoiced under Section 5.6); seat **reductions take effect at the next renewal** and do not reduce the committed fees for the current term. (c) **Guarantee interplay.** Seat increases billed under this Section after the start of the initial subscription are "additional quantities purchased mid-term" for the purposes of the 30-day money-back guarantee in Section 5.4 (the guarantee covers the initial subscription only). (d) **Other quantities.** For quantities other than seats (such as credits), the Order Form governs; if usage exceeds a subscribed quantity, the additional usage may be charged through Paddle or, for a directly-invoiced account, invoiced by Aidealy, or the parties may adjust the Order Form. Aidealy does not guarantee that the Service will technically prevent usage above subscribed quantities. (e) **Meter transparency.** On Customer's written request, Aidealy will **provide Customer with the daily seat-count records for its account described in paragraph (h)**, together with the daily Active Seat counts per seat type (and the resulting monthly peak counts) derived from those records for the period the request covers, as structured data, **within ten (10) business days of the request** ("business day" has the meaning given in the SLA) - the same support-executed delivery mechanics as an export under Section 6.4(c). The Service does not provide a self-serve metering view or export. (f) **Provisioning-error adjustment.** Where Customer demonstrates that a seat count used for billing resulted from a **provisioning error** (for example, a seat provisioned in error, or a duplicate seat for the same individual), Aidealy will make a **good-faith billing adjustment** for the affected charge. **An adjustment under this paragraph (f) must be requested, with reasonable detail, within sixty (60) days of the affected charge** - matching the windows in paragraph (g) and Section 5.9 - and a charge for which no adjustment is requested within that period is treated as accepted for the purposes of this paragraph (f), except to the extent applicable law gives Customer a non-waivable longer period. (g) **Metering disputes.** For a subscription billed through Paddle (or a successor Merchant of Record), if Customer disputes in good faith the Active Seat counts used for a billing month, it must notify Aidealy in writing, with reasonable detail, **within sixty (60) days** of the charge; Aidealy will review the counts and, where they are shown to be incorrect, will correct the affected billing and **instruct the Merchant of Record to process any resulting refund or credit**. This paragraph (g) concerns the metering, which Aidealy performs - it does not change the Merchant of Record's role under Section 5.2 for the payment transaction, and it is not a chargeback route (Section 5.10). For a directly-invoiced account, metering disputes follow the invoice-dispute mechanics of Section 5.9. (h) **Metering records (billing evidence).** Aidealy keeps, as its own billing evidence, a **daily snapshot of Customer's seat roster, per seat type**. For each day it covers, the snapshot stores a total tally of the user records on Customer's account roster (including records of seats since deactivated or de-identified, which are retained as history) and **separate tallies of seats whose holders have joined and are currently active, and of seats held by invitations not yet accepted**, with the same totals and splits per seat type - **only joined seats count toward the billable figure** (an invited seat is tallied by the snapshot, because it holds capacity and explains a disputed month, but it is not an Active Seat under paragraph (a)) - together with a **daily tally of the git identities the Service classifies as AI agents**, broken down by how each was detected, derived from Customer's git data (no git handle, name or email is stored in these records). For the day it covers, that tally counts the git identities the Service classifies as AI agents whose most recent ingested git work falls within the trailing thirty (30) days before the tally is taken (a standing rule of the Service's AI-agent metering): an identity to which no ingested git work has been attributed is not counted, an identity leaves the tally once thirty (30) days have passed since its last ingested git work, and the window length applied is stored with each day's record. **Seat charges, for every**

seat type, are set under the Order Form and paragraph (a) - none of the stored tallies is itself an invoiced quantity: the seat quantities actually invoiced are set when Customer orders and when its seats are adjusted under this Section 2.4. The snapshot's per-seat roster records are the **evidence base from which the daily Active Seat counts per seat type (and the resulting monthly peak counts), and the seat quantities invoiced, can be verified or recomputed** for any day in the retention period - including for an adjustment or dispute under paragraphs (f) and (g). Aidealy retains each daily snapshot record for **at least seven hundred thirty (730) days (about twenty-four (24) months)** after the day it covers - a period covering the sixty (60)-day windows of paragraphs (f) and (g) and Section 5.9 and the agreed limitation period of Section 14.3 - so that the records behind a metering dispute or claim remain available for its resolution. This parallels the availability-measurement records commitment in Section 6.3 of the SLA.

2.5 **Changes to the Service.** Aidealy may improve, update, and modify the Service from time to time. Aidealy will not materially reduce the core functionality of the Service during a paid subscription term without a comparable replacement; uptime and support commitments, if any, are set out in the separate Service Level Agreement ("**SLA**"). Aidealy may also discontinue the Service in its entirety on at least **ninety (90) days'** written notice to Customer. If the discontinuation takes effect before the end of a paid subscription term, Aidealy will refund the pre-paid fees for the unused remainder of that term pro rata (executed by Paddle as Merchant of Record for Paddle transactions - Section 5.2), and Section 6.4 applies from the discontinuation date as it does on expiry. Such a discontinuation on notice with a pro-rata refund is the agreed exception to, and does not breach, the no-material-reduction commitment in this Section.

2.6 **Beta, preview, and pilot features.** Aidealy may offer features, models, or engagements identified as beta, preview, early access, experimental, pilot, or proof-of-concept ("**Beta Services**"). Beta Services are optional, are provided **"as is" and "as available"** for evaluation, and may be modified, suspended, or discontinued at any time without the notice required by Section 2.5. Beta Services are **excluded from the SLA, from the warranties given by Aidealy in Section 9 (Customer's warranties in Sections 9.1 and 9.4 continue to apply), from Aidealy's indemnity in Section 12.1 (Customer's indemnity in Section 12.2 continues to apply), and from the accuracy and capability descriptions of the AI Addendum**, and data submitted specifically to a Beta Service may be deleted when that Beta Service ends. Aidealy's **total aggregate liability arising out of or relating to Beta Services will not exceed one hundred U.S. dollars (USD 100)**; this cap is subject always to Sections 11.3 and 11.4 (liabilities that cannot be excluded or limited, and mandatory law). **Notwithstanding this Section, liability arising from a Security Incident (as defined in the DPA) affecting Customer Data, or from a breach of the DPA, is governed by Section 11.2 (and Sections 11.3 and 11.4), not by the USD 100 cap, which governs all other liability arising out of or relating to Beta Services.** Where a Beta Service is an AI feature deployed to Customer, the transparency commitments in Section 4 of the AI Addendum continue to apply to it regardless of its label.

2.7 **Personal licence; competitor scope.** The rights granted in Section 2.2 are granted **in reliance on the identity of the Customer** named in the Order Form, and are personal to it: the licence **does not extend, and never extends, to access to or use or benefit of the Service by a Direct Competitor of Aidealy** (except with Aidealy's prior written consent under Section 3.1(g)), whoever controls the Customer from time to time. The parties acknowledge that the competitor-access restrictions in Sections 2.7 and 3.1(g)-(i), and the identity of the Customer, are **material, bargained-for conditions and scope terms of the licence**, that Aidealy prices and provides the Service in reliance on them, and that applicable law (including the law governing this Agreement and applicable intellectual-property law) may excuse Aidealy from accepting performance from, or rendering performance to, an entity other than the Customer.

2.8 **Affiliate use and ordering.** Customer's **Affiliates may use the Service as part of Customer's subscription, and may enter into Order Forms under this Agreement**, as follows: (a) an Affiliate using the Service under Customer's account or Order Form is bound by this Agreement as if it were Customer for that use, and **Customer remains responsible to Aidealy** for its Affiliates' (and their Authorised Users') compliance and for the fees for their use; (b) where an Affiliate signs its own

Order Form referencing this Agreement, that Order Form forms a separate contract between Aidealy and that Affiliate on the terms of this Agreement (with the Affiliate as "Customer" for that Order Form), unless the Order Form states otherwise; (c) **each tenant keeps the one-tenant-one-region rule**: every Affiliate tenant is assigned to exactly one data region, and Affiliate use does not create any cross-region transfer or shared tenancy; and (d) **the Direct Competitor provisions are not diluted by this Section**: an Affiliate that is a Direct Competitor of Aidealy may not access or use the Service except with Aidealy's prior written consent (Sections 2.7 and 3.1(g)), and nothing in this Section extends the licence to such an Affiliate.

2.9 **Professional services.** Aidealy may provide paid professional services related to the Service - for example, transition or migration assistance, onboarding, or configuration services - where an Order Form or a simple statement of work signed or accepted by both parties (an "**SOW**") describes them. Unless the SOW states otherwise: (a) Aidealy will perform the professional services in a professional and workmanlike manner; (b) **Aidealy retains all right, title, and interest in its tools, methods, know-how, templates, and pre-existing materials**, and nothing in an SOW assigns them; (c) **Customer owns the data outputs and deliverables produced specifically for Customer from Customer Data** (which are Customer Data, Section 4.1) and receives a non-exclusive licence to use any Aidealy materials embedded in a deliverable as part of that deliverable for its internal business purposes; (d) professional services are subject to this Agreement - including the **limitation of liability in Section 11 and the agreed limitation period in Section 14.3** - and fees for them are payable under Section 5; and (e) an SOW may be terminated with the related subscription, and Sections 6.4 and 6.6 apply to it. **No residuals:** nothing in this Section or any SOW grants Aidealy any right to use Customer's Confidential Information (including source code) beyond Section 4.1 and the DPA. **Transition assistance** beyond the standard export described in Section 6.4(c) is provided as professional services under this Section, **at the rates and scope stated in the applicable Order Form or SOW or, where none are stated, at reasonable, documented time-and-materials rates**.

2.10 **Historical backfill.** (a) **Scope.** The historical backfill of the git repositories Customer selects loads, and the Service processes, repository and development history from those repositories **from within the Backfill Window only, subject to the exceptions stated in this Section 2.10**; that bound is applied to every repository Customer selects and to every git provider the Service supports as at the date this version of this Agreement was published by Aidealy, subject to those same exceptions. Aidealy identifies in the Documentation each git provider to which the pull-request exception stated below applies, and will update that identification before Customer can select a repository on a newly affected git provider. This does not limit the Service's processing of development activity occurring on or after the subscription start date. Whether history falls within the Backfill Window is determined by the dates the git provider records for that history, which may differ from when the work was originally performed where history has been rewritten (for example on rebase, squash, or import). (See Section 4.2A of the AUP for the repository-selection rules that depend on this.) As one of the exceptions stated in this Section 2.10, the Service may read a temporary copy of a selected repository's whole history to compute its results; it stores nothing it reads there about history predating the Backfill Window, and deletes the copy afterwards. (b) **Pull-request exception.** History predating the Backfill Window is not otherwise loaded by that backfill, **except that where a git provider does not make available the time at which a pull request (or equivalent merge request) was closed or merged, the Service treats the time of that pull request's most recent activity recorded by that provider as its closing time, and determines by reference to that time whether the pull request falls within the Backfill Window.** Where a provider does not make that time available, this affects **every** pull request that was declined or superseded rather than merged, and it may also affect merged pull requests. A pull request whose activity had ended before the Backfill Window, but which was commented on or otherwise touched within it, **will therefore be loaded. Where a pull request is loaded in that way, the Service loads that pull request's own records whatever their date - including its title and description, the individuals recorded as opening, reviewing, or merging it, the classification of the files it changed, and the**

whole of its review and discussion thread, including the username, display name, and email address the git provider records for each person who took part in it. No other pull request, and no other repository history, is loaded by reason of this exception. The pull-request exception stated above applies to pull-request records only and does not change how commit history is bounded; commit history is bounded on the provider-recorded dates described above. (c) **Uploads from developers' machines. The Backfill Window bounds the historical backfill of the git repositories Customer selects. It does not bound the separate upload that each item of the Client Software makes of the history held on a developer's machine: the IDE extension's copy of the developer's local development-tool history, which the IDE extension uploads when it is first set up on that machine and uploads again in the further cases described in Section 10 of the DPA (for example, where the developer clears the IDE extension's local data on that machine), and the Claude Code collector's one-time archive of the Claude Code conversation transcripts still held on that machine. Neither upload is limited by the Backfill Window or by any other date limit, and both are described in Section 10 of the DPA. Each such upload is a historical backfill for the purposes of Section 4.2(c) of the AUP and Section 3.2 of the DPA, and nothing in this Section 2.10 narrows the meaning of "historical backfill" where that term is used in the AUP or the DPA.** (d) **How far back those uploads reach. Neither upload can reach further back than the history that machine still holds when the upload is made, and what a machine holds is outside Aidealy's control (it turns, for example, on the developer's tools, on the settings the developer or Customer chooses for them, and on how long the developer has worked on that machine). That history may be much shorter than the Backfill Window, or there may be none. Aidealy makes no commitment about how far back either upload reaches, and neither the Backfill Window stated in the Order Form nor the one-time backfill charge depends on how far back either upload reaches.** (e) **Backfill charge.** The one-time backfill charge is the unit price stated in the Order Form, multiplied by the number of Git contributors stated there and by the number of years in the Backfill Window, less any volume discount stated in the Order Form. A **Git contributor** is a person or a bot that, at the Order Form date, is actively authoring commits in, or opening pull requests in, the git repositories Customer selects for the historical backfill, whether or not that person or bot holds a seat. The number of Git contributors stated in the Order Form is the agreed quantity for the backfill charge and is final: it is not adjusted afterwards, up or down, and Section 2.4(d) does not apply to it.

3. Use of the Service

3.1 **Acceptable use.** Customer will use the Service in accordance with the AUP and all applicable laws, and will not (and will not permit any Authorised User or third party to): (a) copy, modify, or create derivative works of the Service; (b) **reverse engineer, decompile, or disassemble** the Service, or attempt to derive its source code, except to the extent this restriction is prohibited by applicable law; (c) resell, sublicense, rent, or provide the Service to a third party as a service bureau, except as expressly permitted; (d) access the Service to build a competing product, or copy its features or user interface; (e) interfere with or disrupt the integrity or performance of the Service, or attempt to gain unauthorised access to it or its related systems; (f) use the Service in violation of the AUP or applicable law; (g) if Customer is, or becomes, a **Direct Competitor** of Aidealy, access or use the Service except with Aidealy's prior written consent; Customer will not knowingly permit a Direct Competitor of Aidealy to access or use the Service through Customer's account, and knowingly doing so is a breach of this Agreement by Customer (Section 2.3); (h) publicly disclose or publish the results of any benchmark, performance, or accuracy evaluation **of the Service** without Aidealy's prior written consent - **internal testing, evaluation, and oversight of the Service (including the monitoring a deployer carries out under the AUP) are expressly permitted**, and Customer's use and disclosure of the outputs the Service produces for it in ordinary use (its own results, metrics, and reports about its own teams and codebases - Sections 4.1 and 8.2) are not restricted by this clause (h), **provided that this carve-out does not permit publishing an evaluation of the Service's accuracy, performance, or quality, however that evaluation is generated or framed**; (i) use the Service or any output of the Service (including any score, metric,

or analytics output) to develop, train, fine-tune, or improve an artificial-intelligence model, system, product, or service with functionality substantially similar to the Service, whether for internal use or for distribution - except that Customer may use outputs of the Service to develop or train an internal classifier or similar internal model that is used only within Customer's own organisation (including an Affiliate only where that Affiliate uses the Service under this Agreement pursuant to Section 2.8, and excluding every other Affiliate), is not distributed, offered, or made available to any third party, and is not used, in whole or in part, **as** a substitute for the Service; or (j) use the Service, or any output of the Service, in or in connection with **safety-critical activities** - activities in which a failure, error, delay, or inaccuracy could lead to death, personal injury, or severe physical or environmental damage, such as the operation of life-support or other critical medical systems, nuclear facilities, air-traffic control or aircraft navigation or communication systems, weapons systems, or autonomous vehicles. **For clarity, using the Service to analyse the development of software that is itself deployed in safety-critical systems is not, by itself, use of the Service in or in connection with a safety-critical activity: this clause (j) addresses the use of the Service, or of its outputs, as part of the operation, control, or safety function of such an activity. The Service is a software-engineering analytics tool; it is not designed, intended, or licensed for use in safety-critical activities**, and, to the fullest extent permitted by applicable law, Aidealy will have **no liability arising from any use of the Service in safety-critical activities** in breach of clause (j), **subject always to Sections 11.3 and 11.4**.

Open-source components whose licences require more. Nothing in this Agreement restricts Customer or an Authorised User from **modifying an item of Client Software for their own use**, or from **reverse engineering it in order to debug those modifications**, to the extent the licence of an open-source component included in that Client Software requires that they be permitted to do so. This applies in particular to the components licensed under the **GNU Library General Public License, version 2** and the **GNU Lesser General Public License, version 2.1** that form part of the runtime embedded in the Aidealy Claude Code collector. The notices file that accompanies each item of Client Software identifies the open-source components it includes and reproduces their licences. This paragraph does not permit any act in respect of the Service other than the Client Software installed on Customer's or an Authorised User's own machine. **Where Customer or an Authorised User modifies an item of Client Software, Aidealy's warranties in Sections 9.2 and 9.5, the service levels in the SLA, and Aidealy's obligations under Section 12.1 do not apply to the modified item, or to any claim, defect, or failure that would not have arisen but for the modification**; Customer's rights in respect of that item as Aidealy made it available are unaffected.

3.2 **AI features and intended use.** Parts of the Service use artificial-intelligence models to provide analytics and natural-language features over Customer Data. **Customer is responsible for evaluating the Service's outputs and for deciding whether they are appropriate for Customer's use case, including whether human review is appropriate.** Outputs are described further in Section 9.3 and the separate **AI Addendum**, which addresses AI-specific transparency and terms and is incorporated by reference.

3.3 **Responsible high-risk use; worker evaluation.** The Service may be used to evaluate the performance or behaviour of individuals, in which case Aidealy provides it as a **high-risk AI system** and Customer acts as a **deployer** under applicable AI law. Customer will use the Service in accordance with the **Instructions for Use** and the responsible-use and human-oversight requirements set out in the **AUP** (including Sections 4 and 6 of the AUP) and the **AI Addendum**, and will comply with the obligations that apply to it as a deployer and as a controller under applicable AI and data-protection law. **Customer will not make a decision about an individual based solely on an output of the Service.** Customer is responsible for its own compliance in any such use.

3.4 **Customer is the employer; no agency.** As between the parties, **Customer is the sole decision-maker for all employment and personnel actions** concerning its employees, contractors, and candidates - including hiring, promotion, compensation, task allocation, discipline, and termination. Aidealy provides the Service as a tool that produces analytics and decision-support for Customer; Aidealy **exercises no delegated authority over, and takes no part in, any employment or**

personnel decision, does not act as Customer's agent (or as an agent of any employer) in making or communicating such decisions, and has no **employment, agency, or employment-decision-making** relationship with Customer's employees, contractors, or candidates. Worker notices and consultation duties (including with works councils or other employee representatives), any legally required bias audits or impact assessments relating to Customer's use of the Service in employment decisions, and the other employer-side duties described in the AUP and the AI Addendum are **Customer's responsibility**. This Section allocates responsibility between the parties; it does not limit Section 12.3 or any liability of Aidealy that applicable law does not permit to be allocated away.

3.5 **Third-party services Customer selects.** The Service interoperates with third-party products and services that **Customer selects, connects, or directs Aidealy to connect to** - for example, Customer's git or repository provider, Customer's IDE or editor, and the marketplace from which an Authorised User installs the IDE extension. Those third-party services are **governed by their own terms between Customer (or the user) and the third party**; Aidealy does not control them, makes no warranty about them, and is **not responsible for their availability, security, or conduct**, or for changes they make that affect the Service's ability to connect to them. Customer is responsible for its right to connect them to the Service (Section 9.4). **This Section does not apply to Aidealy's own sub-processors** - the third parties Aidealy engages to provide the Service - whose engagement, and Aidealy's responsibility for them, are governed by the DPA (including its Section 6.3) and the "Subcontracting / sub-processors" provision of Section 15, which are unchanged. **Loss of a marketplace distribution channel.** If a marketplace or other distribution channel for the IDE extension is lost or materially restricted - whether generally or for Customer specifically - **Aidealy will provide an alternative delivery path**: direct download of the extension from Aidealy-controlled hosting, together with **version-update notices sent by email to Customer's tenant administrators and/or the account email addresses of record**. **Delivery through that alternative path fully satisfies Aidealy's obligations under this Agreement to deliver and update the extension.** Customer may terminate the affected subscription, with a pro-rata refund of the pre-paid fees for the unused remainder of the then-current subscription term (executed as described in Section 5.2), **only if Aidealy fails to provide that alternative delivery path**.

4. Customer Data, privacy and AI training

4.1 **Ownership of Customer Data.** As between the parties, Customer (or its licensors) **owns all right, title, and interest in and to Customer Data**, including the source code and other inputs Customer submits and the analytics outputs the Service generates for Customer. **To the extent Aidealy holds any right, title, or interest (if any) in or to the outputs the Service generates for Customer, Aidealy hereby assigns it to Customer**, and Aidealy will not assert any such right against Customer or its permitted users of those outputs. The parties acknowledge that some outputs - in particular AI-generated content - **may attract no copyright or other exclusive right under applicable law**; in that case this Section allocates the parties' contractual positions and neither party obtains, as against the world, a right the law does not grant. Customer grants Aidealy a non-exclusive, worldwide licence to host, copy, process, transmit, and display Customer Data **only as needed to provide, secure, support, and maintain the Service** for Customer and as otherwise permitted by this Agreement and the DPA. **This licence continues after termination or expiry solely for the copies of Customer Data that the DPA and the Data Retention & Deletion Policy permit Aidealy to retain (for example, during the Retrieval Period, in routine backups, and where law requires retention), for as long as, and solely for the purposes for which, the DPA and that policy permit them to be retained. Client software on Authorised Users' machines.** Customer authorises the Aidealy client software deployed on Authorised Users' machines under Customer's subscription (the IDE extension, and any other Aidealy client software that Aidealy makes available to Customer for installation on those machines) to read Customer's repositories on the machines Customer provides or controls and to store temporary measurement data within those repositories' own version-control storage, so that the Service can measure code changes: **that data is written only to take a measurement, forms no part of Customer's committed history,**

and storing it creates no commit and alters no working file, branch, or committed history, and Customer may withdraw this authorisation at any time by removing that software from the machines concerned. For clarity, Section 9.4 is not extended by this authorisation: Customer's warranty there is given in respect of the source code, repositories, and other materials it or its Authorised Users submit to the Service, and not in respect of Aidealy's own storage of measurement data on those machines. Storage on an Authorised User's own machine under this Section is not Aidealy hosting and does not change the data region in which Aidealy hosts and processes Customer Data. **Repository scope of developer-machine records.** Except as stated below for the Claude Code collector's own session, workspace and commit records, the Service processes a record that the Client Software collects on an Authorised User's machine - from continuing collection and from an upload of the history held on that machine alike - only where the record identifies a repository within Customer's Analysis Scope; a record touching several repositories is processed where any one of them is within the Analysis Scope. For the IDE extension's copy of the developer's local development-tool history, that determination is made once for each development session, on the repositories that session's own code changes belong to: every record of a session within the Analysis Scope is processed, and every record of any other session, including a session whose records identify no repository, is discarded. Every other record from a repository - including a record from a repository under an account Customer has not connected (for example, an Authorised User's personal repository) or from a repository Customer has excluded - and every record from a folder that is not a repository is discarded when the Service processes it and is not stored: Aidealy keeps a count of the records discarded and the reasons for the discard, and no other part of a discarded record: not its content and not the name or address of any repository. The one exception is the file in which an upload of the history held on the machine arrives (the Claude Code collector's one-time transcript archive, or the IDE extension's copy of the developer's local development-tool history), which is held unfiltered in the upload staging store described in Section 10 of the DPA until it has been processed, and is then erased, or expires, as described there. The Claude Code collector's own session, workspace and commit records are kept whatever project they came from: they carry no repository address or account name (nothing the scope rule can match), but they do carry the name of the working folder (the last segment of its path, which is often the name of the repository's directory), a folder identifier derived from the full path, the session's start and end, and, for a commit record, the commit identifier, the kind of operation and the counts of files and lines changed. Whether a record is within the Analysis Scope is determined when the Service processes the record, on Customer's Connected Git Accounts and Analysis Scope as they stand at that time; a later change to them applies to records processed after the change, which the Service applies within about five minutes of it, and is not applied to records already processed or already discarded. **Until Customer has connected at least one git account, the Analysis Scope is empty and Customer therefore receives no repository content from any developer's machine: every record from a repository is discarded when the Service processes it, only the Claude Code collector's own session, workspace and commit records described above (folder name, folder identifier, session times and per-commit identifiers and change counts, never file content, prompts or responses) are kept, and a discarded record cannot be recovered. Customer should connect its git accounts, and bring the intended repositories within the Analysis Scope, before deploying the Client Software to Authorised Users' machines.**

4.2 **Data protection.** To the extent Customer Data includes personal data, the parties' respective rights and obligations are set out in the **DPA**, which is incorporated into this Agreement by reference and prevails over this Agreement on the subject of personal-data processing. Aidealy's processing of personal data is also described in the **Privacy Policy**. Nothing in this Agreement's choice of governing law (Section 14) limits or overrides the application of data-protection law to that personal data.

4.3 **No use of Customer Data to train AI models.** Aidealy **does not use Customer Data - including source code, prompts, responses, or developer-activity data - to train, fine-tune, or improve any**

artificial-intelligence or machine-learning model, whether Aidealy's own or a third party's. Aidealy does not authorise its sub-processors to use Customer Data to train their models, and does not opt in to any model-training use offered by them. Aidealy engages the AI providers it uses to process Customer Data under terms in which **each provider has contractually committed not to train its models on that data**; where a provider's terms would permit such use only if the customer explicitly agrees to it, **Aidealy has not agreed, and will not agree, to any use of customer content for training**. This commitment is separate from, and is not satisfied by, any retention period such providers may apply for service-provision purposes. **How this commitment can - and cannot - be varied.** The commitments in this Section 4.3 may be varied, for a specific Customer, **only by an express written agreement that is specific to that Customer, identifies this Section 4.3, and is signed by authorised representatives of both parties**. They **cannot be varied by an update to this Agreement or to its incorporated policies** under the "Changes to this Agreement; version binding; records" provision of Section 15, **by Additional Terms** (whose incapacity to reduce or qualify this Section is already stated in the "Additional Terms for optional features" bullet of Section 15), by an Order Form's incorporation of standard terms, or by any other mechanism short of that customer-specific signed agreement.

4.4 **Operational data and telemetry.** Aidealy collects and uses operational logs, error reports, and telemetry **to operate, secure, monitor, debug, and support the Service**. Aidealy designs its backend logging to record operational metadata (such as service and region identifiers, tenant identifiers, correlation identifiers, and error types) rather than the contents of Customer Data. Aidealy's sub-processors that support these functions are identified through the sub-processor list referenced in the DPA.

5. Fees, payment, taxes and refunds

5.1 **Fees.** Customer will pay the fees set out in the applicable Order Form. Except as stated in Section 5.4, the **Refund & Cancellation Policy**, the SLA, or where applicable law requires otherwise, fees are non-cancellable and non-refundable, and quantities purchased cannot be decreased during the relevant subscription term. Nothing in this Section limits any non-waivable rights Customer has under applicable law. **The website pricing page describes the commercial offer, and the refund amounts it headlines are restated in identical substance in the Refund & Cancellation Policy; as between the parties, this Agreement, the Order Form, and the Refund & Cancellation Policy are the binding statements of the fee and refund terms (including the conditions the pricing-page headline does not restate), and the pricing page itself forms no part of the Agreement except to the extent the Order Form adopts its terms** (Section 15, Entire agreement).

5.2 **Billing through Paddle (Merchant of Record).** For purchases made through the Paddle checkout or a Paddle-issued invoice, Aidealy sells the Service through **Paddle.com as our authorised reseller and Merchant of Record**. This means Paddle, not Aidealy, is the **seller of record** for the transaction: Paddle handles checkout, invoicing, receipts, the collection and remittance of applicable sales tax and VAT, payment processing, refunds, and chargebacks, and is the payment counterparty for the purchase. Our order process is conducted by our online reseller Paddle.com; Paddle.com is the Merchant of Record for orders placed through it, provides customer service for those orders, and handles returns. Customer's purchase is therefore also governed by **Paddle's Buyer Terms** (https://www.paddle.com/legal/buyer-terms) and **Paddle's Refund Policy** (https://www.paddle.com/legal/refund-policy), and Customer's payment data is processed under **Paddle's Privacy Notice** (https://www.paddle.com/legal/privacy). Paddle's Buyer Terms govern the payment transaction (checkout, charges, refunds, and chargebacks); this Agreement governs the licensing and use of the Service; in the event of a conflict about the payment transaction, Paddle's Buyer Terms control for that transaction and this Agreement controls for all other matters. Charges typically appear on Customer's statement as `PADDLE.NET*` (or `PAYPAL *PADDLE.NET` for PayPal). Refunds and payment disputes for these transactions are handled by Paddle; Aidealy does not invoice or refund the Customer directly for them. **If a refund due under this Agreement is not**

processed to the original payment method within ten (10) days of falling due, or if the Merchant of Record ceases to be able to process it (for example, because the payment method's refund window has lapsed, the payment method is no longer valid, or the Merchant of Record's processing fails or is suspended), **Aidealy will procure that the refund is made by an alternative lawful means**, so that a refund due under this Agreement is not defeated by the unavailability of the original payment rail. Refund and cancellation terms are set out in Section 5.4 and the **Refund & Cancellation Policy**. **Substitution of the Merchant of Record.** Aidealy may, on reasonable advance notice to Customer, substitute its Merchant of Record or payment processor **for future billing periods**: from the effective date of the substitution, the successor provider performs the role this Section describes for new transactions, the successor's buyer-facing terms and privacy notice apply to those transactions in place of Paddle's, and references in this Agreement and the Refund & Cancellation Policy to a refund or payment step "executed by Paddle" are read as referring to the then-current Merchant of Record for the transactions it processed. **A substitution does not change Paddle's role for transactions Paddle processed** - Paddle remains the Merchant of Record, and Paddle's Buyer Terms remain the governing payment terms, for those transactions. A substitution under this Section does not reduce Customer's refund rights or change the fees payable. **Emergency substitution.** If the Merchant of Record or payment processor suffers a **failure, suspension, insolvency, or exit from the market** such that it cannot perform the role this Section describes - including processing refunds that are due - Aidealy may effect the substitution described above **on shortened or, where necessary, concurrent notice**, limited to what the failure makes necessary, so that billing and refunds continue without interruption. The other protections of this Section apply equally to an emergency substitution: it **does not change Paddle's role, or the governing payment terms, for the transactions Paddle processed**, and it does not reduce Customer's refund rights or change the fees payable.

5.3 **Taxes.** Fees are exclusive of taxes. For purchases through Paddle, Paddle as Merchant of Record calculates, collects, and remits applicable sales tax, VAT, or GST, and issues the receipt or invoice; for a cross-border business purchase, applicable VAT/GST may be handled under the reverse-charge mechanism where Customer provides a valid VAT/Tax identification number at checkout. For any transaction Aidealy invoices directly (Section 5.6), Customer is responsible for all applicable sales, use, VAT, GST, and withholding taxes on the fees, except taxes on Aidealy's net income, and where Aidealy is legally required to collect such taxes it will add them to the invoice.

5.4 **30-day money-back guarantee.** If the Service is not the right fit, Customer may request, within the first **thirty (30) days** of the initial subscription - the 30-day window runs from the **actual subscription start date: the subscription start date stated in the Order Form or, for checkout purchases, at checkout** - a **refund of 100% of seat charges** (Human engineer, AI agent, Chat, and Admin seats) and a **refund of 50% of the one-time backfill charge**. The backfill is half-refundable, not fully refundable, because it loads and enriches Customer's entire purchased history at the start of the subscription - work delivered up front. There is no free trial. **Aidealy will approve or decline a guarantee request - and, where approved, instruct the Merchant of Record to process the refund - within five (5) business days of receiving it** ("business day" has the meaning given in the SLA). Refunds are executed by Paddle. On a refund, the refunded subscription terminates and Customer's right to access the Service for it ends. This guarantee applies **once per Customer - including its Affiliates ordering under Section 2.8, which share the single guarantee with Customer** - to the **initial subscription term only** (not to renewals or to additional quantities purchased mid-term). The guarantee is **not available** where Aidealy has terminated this Agreement or suspended the Service **for cause** (including under Section 6.2 or Section 6.5(b) or (c)), or where the request arises from fraud, or from abuse of the Service or of this guarantee. Further detail is set out in the **Refund & Cancellation Policy**.

5.5 **Late payment.** Except where Section 5.4 applies, undisputed fees not paid when due may accrue interest at the lower of 1.5% per month or the maximum permitted by law, and Aidealy may suspend the Service under Section 6.5 for non-payment after reasonable notice. **No interest accrues, and the Service will not be suspended for non-payment, to the extent the non-payment**

is attributable to a failure or unavailability of the designated billing channel (including the Merchant of Record or a payment processor), **for so long as that failure or unavailability persists and Customer cooperates in good faith with a substitute payment path made available under Section 5.2**.

5.6 **Directly-invoiced orders.** Where the parties agree that Aidealy will invoice Customer directly under an Order Form outside the Paddle checkout (for example, certain enterprise arrangements), Aidealy is the seller for that transaction and is responsible for invoicing and applicable taxes for it (subject to Section 5.3), and the Merchant-of-Record provisions of Section 5.2 do not apply to it. For directly-invoiced accounts, where an objectively demonstrated material deterioration in Customer's creditworthiness occurs (for example, a repeated failure to pay undisputed invoices when due, or an event described in Section 6.3(b) or (c)), Aidealy may, **to the extent permitted by applicable insolvency law**, require prepayment or shortened payment terms for future invoice periods as a condition of continuing supply.

5.7 **Fee changes.** Aidealy may change the fees for a renewal term. Aidealy will give Customer at least **sixty (60) days'** notice before a renewal fee increase takes effect, and the change applies from the start of the next renewal term; fees for the then-current term do not change.

5.8 **No free trial.** Each subscription begins with the historical backfill, so the Service delivers value from the start rather than through a trial; the 30-day money-back guarantee in Section 5.4 is the way to evaluate the Service.

5.9 **Invoice disputes; no set-off.** For amounts Aidealy invoices directly (Section 5.6): (a) if Customer disputes an invoice or charge in good faith, it must notify Aidealy **in writing within sixty (60) days** of the invoice date, with reasonable detail; an invoice or charge not disputed within that period is **deemed accepted**, except to the extent applicable law gives Customer a non-waivable longer period; (b) Customer will pay all amounts due **without set-off, counterclaim, or deduction** of any kind, except as required by applicable law; and (c) while a good-faith payment dispute raised under paragraph (a) is being pursued cooperatively, Aidealy will **not suspend the Service for non-payment of the disputed amount for thirty (30) days** from the dispute notice, and the **undisputed portion remains payable** when due. **After that thirty (30)-day period, or earlier if the dispute is not raised or pursued in good faith, the disputed amount is treated as an undisputed fee due for the purposes of Sections 5.5 and 6.5(a)** unless the parties have agreed otherwise in writing; a dispute raised or maintained in bad faith does not suspend Customer's payment obligation at all. For purchases through Paddle, payment disputes, refunds, and chargebacks are handled by Paddle under Paddle's Buyer Terms (Section 5.2), and this Section does not apply to them.

5.10 **Chargebacks and payment reversals.** A chargeback or other payment reversal does not extinguish Customer's obligation to pay for Service already delivered: where fees for Service delivered to Customer are reversed and the underlying payment dispute is resolved against Customer (or was not raised in good faith), **the reversed amount remains due to Aidealy as a debt**, together with the reasonable costs and fees the reversal caused, and Aidealy may recover it by any lawful means consistent with Paddle's role as Merchant of Record for the original transaction (Section 5.2). **Initiating a chargeback without a good-faith basis - instead of using the refund and dispute routes in this Agreement and Paddle's Buyer Terms - is a material breach of this Agreement.** Nothing in this Section limits Customer's right to raise a genuine payment dispute with Paddle or its payment provider. **Escalation beyond Paddle's process.** If a payment dispute is not resolved through Paddle's (or the then-current Merchant of Record's) own dispute process, or if either party intends to pursue a payment dispute outside that process, that party will **notify the other party in writing before doing so**, and the parties will cooperate in good faith - including with the Merchant of Record - to resolve the dispute. **A claim about the Service itself** (its quality, conformity, or Aidealy's performance of this Agreement) **that is raised through, or arises out of, a payment dispute is a dispute under this Agreement and is subject to Section 14** (including its

escalation, forum, and arbitration provisions); routing it through a payment dispute does not change the forum or the applicable law.

5.11 **Refunds due to multiple customers from the same event.** Where refunds arising from the **same underlying event or series of connected events** (for example, a discontinuation of the Service under Section 2.5 or a force-majeure termination under Section 15) become **due to multiple customers simultaneously**, Aidealy may pay each affected refund in **equal monthly instalments over a period of up to ninety (90) days** from the date the refund falls due, **the first instalment falling due no later than ten (10) days after the refund falls due**. For a refund paid in instalments under this Section, **each instalment falls due on its scheduled date** for the purposes of this Agreement, including the refund-fallback trigger in Section 5.2, which applies to each instalment accordingly. This Section: (a) does **not** apply to a refund due to Customer individually rather than as part of a same-event group (including a refund under the 30-day guarantee in Section 5.4); (b) does **not** apply to a refund arising from **Aidealy's breach of this Agreement** (including a refund on a termination for Aidealy's uncured material breach under Section 6.2 and a refund on a fault-based Security-Incident termination under Section 6.7) or to a refund arising from a **termination under Section 6.3** (insolvency, cessation of business, or prolonged non-performance) - each such refund is payable in full as it falls due, without instalments; (c) does **not** reduce the amount of any refund or add any condition to it; and (d) does **not** change the treatment of refunds under Section 11.2 - refunds remain payable in addition to the cap.

6. Term, renewal, suspension and termination

6.1 **Term and renewal.** This Agreement starts on the Effective Date and continues for the subscription term in the Order Form. Unless the Order Form states otherwise, each subscription term automatically renews for successive periods equal to the then-current term, **unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term**. For any subscription accepted online, Customer may decline renewal or cancel through the account or the Paddle checkout. Cancellation, and its effect on billing, is described in the **Refund & Cancellation Policy**.

6.2 **Termination for cause.** Either party may terminate this Agreement (or the affected Order Form) if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after written notice, or immediately if the breach is incapable of cure.

6.3 **Termination for insolvency, cessation of business, or prolonged non-performance.** Either party may terminate if the other: (a) becomes insolvent or becomes the subject of bankruptcy, insolvency, rehabilitation, or similar proceedings not dismissed within sixty (60) days; (b) **ceases to conduct business in the ordinary course without a successor**; (c) makes a **general assignment for the benefit of its creditors**; or (d) **being Aidealy, is unreachable and materially failing to perform this Agreement, and that state continues for fifteen (15) consecutive business days** ("business day" has the meaning given in the SLA) **after Customer's written notice to Aidealy's designated contacts** (the notice addresses in Section 15 and Section 16). If any part of this Section 6.3 is unenforceable in a particular proceeding, the remainder of this Agreement - including Section 2.7, Section 3.1(g)-(i), and the change-of-control provision of Section 15 - remains in effect and is to be read independently of it. Where either party terminates under this Section 6.3, Aidealy will **refund the pre-paid fees for the unused remainder of the then-current subscription term pro rata**, less any amounts Customer owes under this Agreement (which Aidealy may set off to the extent permitted by applicable law), executed as described in Section 5.2.

6.4 **Effect of termination.** On expiry or termination: (a) Customer's right to access and use the Service ends; (b) Customer will pay any fees accrued up to the effective date of termination (subject to Section 5.4), and, where **Aidealy terminates for cause under Section 6.2**, the unpaid fees committed for the remainder of the then-current subscription term **under a signed Order Form for a directly-invoiced account (Section 5.6)** become **immediately due and payable, discounted to present value and net of costs Aidealy avoids by not performing** (Paddle-checkout subscriptions are prepaid and entitlement-based, so nothing accelerates for them and Section 5.2

is unaffected); and (c) **Customer's live access to the Service ends on termination or expiry** (paragraph (a)). On Customer's written request made within the thirty (30)-day **Retrieval Period** described in the DPA (which begins on termination or expiry), Aidealy will **execute an export of Customer Data and deliver it to Customer in CSV and/or JSON format within ten (10) business days of the request** ("business day" has the meaning given in the SLA). The export covers Customer's data held in the Service, **including the derived metrics and scores the Service generated for Customer**; the raw git inputs the Service ingests from Customer's own repositories are excluded (they remain in Customer's own systems of record). **One standard export run is included at no additional charge**; additional export runs, custom formats, and migration assistance are paid professional services under Section 2.9. The same export on request applies **whatever the basis of termination, including a termination for cause by either party**. Where Customer terminates under Section 6.3(d), the continued-access extraction window in Section 10 of the DPA applies in place of the assisted-export path of this paragraph, and paragraph (a) is read subject to it. After the Retrieval Period, **Aidealy will delete Customer Data** in accordance with the DPA and Aidealy's retention practices, except for copies required by law or kept in routine backups for a limited period. If Aidealy ceases operations entirely, the export under this paragraph remains available, and Aidealy will use commercially reasonable efforts to keep the infrastructure supporting it funded, through the end of the Retrieval Period and the delivery of every export requested within it, as further stated in the DPA (Section 10).

6.5 **Suspension.** Aidealy may suspend Customer's or an Authorised User's access to the Service, in whole or in part, where reasonably necessary: (a) for non-payment of undisputed fees after notice (Section 5.5, including its carve-out for non-payment attributable to a failure of the designated billing channel); (b) for a breach of Section 3.1 or the AUP, or a security risk created by Customer's use; (c) where required to comply with law or to prevent harm to the Service or others; (d) where a payment for the Service is the subject of a **chargeback or payment reversal involving suspected fraud or abuse, or raised without a good-faith basis** (Section 5.10), pending resolution of the dispute; or (e) where Customer's or an Authorised User's content or use **violates the usage policies of an AI provider identified on the Sub-processor List** (Section 3.1 and the AUP) and continued processing would put Aidealy's access to that provider at risk. Aidealy will give Customer reasonable advance notice where practicable, will limit the suspension to what is reasonably necessary, and will restore access promptly once the cause is resolved.

6.6 **Survival.** Sections 1, 2.6 (for its limitation of liability), 2.7, 2.9 (for its intellectual-property allocation), 2.10, 3.4, 4.1, 4.3, 5 (for accrued amounts, including Section 5.10), 6.4, 6.6, 6.7, 7, 8, 9.3, 9.4, 10, 11, 12, 13, 14, and 15 survive termination of this Agreement. **Sections 3.1(g), (h), and (i) survive termination for three (3) years as applied to the outputs, analytics, and other Customer Data exported from or generated by the Service** (so that termination does not free anyone to use exported analytics history for benchmarking publication, competitor access, or competing-AI development); and **Section 3.3 and the AUP-derived responsible-use and human-oversight duties it incorporates survive for as long as Customer continues to use or rely on outputs of the Service in decisions about individuals**.

6.7 **Termination for a fault-based Security Incident.** Customer may terminate the affected subscription (or this Agreement, where the incident affects it as a whole) on written notice, and receive a **pro-rata refund of the pre-paid fees for the unused remainder of the then-current subscription term** (executed as described in Section 5.2), where a **Security Incident** (as defined in the DPA) **materially affecting Customer Data has resulted from Aidealy's failure to maintain the technical and organisational measures described in Annex II of the DPA**. This right is **fault-conditioned**: it does not arise from a Security Incident that occurs despite Aidealy's maintenance of those measures, and it does not limit Section 11 or the DPA's incident-notification obligations.

6.8 **Termination on a patent claim against the Service.** If Customer or any of its Affiliates **initiates a claim or proceeding asserting that the Service (or a component of it) infringes a patent** owned or controlled by Customer or that Affiliate, Aidealy **may terminate this Agreement (or the affected Order Form) on thirty (30) days' written notice**, unless the claim is **withdrawn or finally dismissed**

within that thirty (30)-day period (in which case the notice lapses and this Agreement continues). This is a right Aidealy may exercise by notice; **nothing is forfeited, suspended, or terminated automatically** by the filing of a claim. This Section does not apply to (a) a counterclaim or defence Customer or its Affiliate raises in a proceeding Aidealy (or its Affiliate) first brought against it, or (b) a claim under Section 12.1 (Aidealy's IP indemnity). On a termination under this Section, fees for Service already delivered remain payable, and pre-paid fees for the unused remainder of the term are refunded pro rata (executed as described in Section 5.2).

7. Confidentiality

7.1 **Definition.** "**Confidential Information**" means non-public information disclosed by one party (the "**Disclosing Party**") to the other (the "**Receiving Party**") that is identified as confidential or that should reasonably be understood to be confidential given its nature and the circumstances. **Customer's source code, and the other non-public contents of Customer Data, are Customer's Confidential Information.** Aidealy's non-public technical and business information, and the non-public parts of the Service, are Aidealy's Confidential Information. **Non-public information about the internal design and operation of the Service that a user obtains through the Service itself - for example, the text of Aidealy's AI system prompts or other non-public AI configuration surfaced through the Service's AI features - is Aidealy's Confidential Information.** Customer and its Authorised Users may use, examine, and discuss that information **within Customer's organisation** for any internal purpose - including investigating, testing, and overseeing the Service's AI features, which Aidealy expressly supports and encourages - but may not publish it or disclose it outside Customer's organisation except as Section 7.2 permits. For clarity, the materials Aidealy itself publishes - including its published scoring rubrics and scoring formula - are public and are **not** Confidential Information.

7.2 **Obligations.** The Receiving Party will: (a) use the Disclosing Party's Confidential Information only to perform under this Agreement; (b) protect it with at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care; and (c) not disclose it except (i) to its personnel, Affiliates, and advisers who need it and are bound by confidentiality obligations at least as protective, or (ii) to potential acquirers, investors, and lenders (and their professional advisers) in connection with a bona fide due-diligence, financing, or corporate-transaction process, under confidentiality obligations at least as protective as this Section - **provided that this clause (ii) never permits disclosure of the contents of Customer Data (including Customer's source code) or of personal data**: a diligence process may receive aggregate metrics, contract terms, and information about the relationship, not the Disclosing Party's underlying data. These obligations continue for so long as the information remains confidential and, for trade secrets, for as long as the law protects them.

7.3 **Exclusions and compelled disclosure.** Confidentiality obligations do not apply to information that is or becomes public through no fault of the Receiving Party, was lawfully known to it without obligation before disclosure, is lawfully received from a third party without obligation, or is independently developed without use of the Confidential Information. The Receiving Party may disclose Confidential Information if compelled by law, provided it gives reasonable prior notice where legally permitted and cooperates in seeking protective treatment. **A party may also disclose Confidential Information to a competent regulator, supervisory authority, or market-surveillance authority in connection with the Service or with that party's compliance obligations relating to it, limited to what is necessary for that purpose, and will give the other party notice of the disclosure where legally permitted.** This sentence does not permit voluntary disclosure of the contents of Customer Data (including source code) except to the extent the authority requests it or law requires it; personal data remains governed by the DPA (including its Section 3.5).

7.4 **Equitable relief.** Each party acknowledges that a breach or threatened breach of Section 7 (confidentiality - including the protection of Customer's source code), of Section 8 (Aidealy's intellectual property), or of the AUP may cause the other party **irreparable harm for which damages alone would not be an adequate remedy**. In addition to its other remedies, either party

may seek **injunctive or other equitable relief** for such a breach or threatened breach, **in any court of competent jurisdiction, notwithstanding Section 14.1 (see Section 14.5)**, without being required to post a bond or other security to the extent applicable law permits. Equitable relief under this Section is **not subject to the limitation of liability in Section 11**.

7.5 **Return or destruction at termination.** On termination or expiry of this Agreement and on the Disclosing Party's written request, the Receiving Party will **return to the Disclosing Party, or destroy** (at the Receiving Party's election), the Disclosing Party's Confidential Information in its possession or control, and will confirm the destruction in writing on request. This obligation is **mutual** and does **not** apply to: (a) **Customer Data** - its export, return, deletion, and de-identification are governed by Section 6.4(c), Section 10 of the DPA, and the Data Retention & Deletion Policy, not by this Section 7.5; (b) copies held in **routine backup and archival systems**, until those copies expire in the ordinary course of the backup cycle; (c) records the Receiving Party is **required to retain by applicable law or regulation, or whose retention is reasonably necessary to demonstrate the Receiving Party's compliance with applicable law or regulation** (including its legal, tax, and accounting obligations), for as long as, and to the extent, so required or necessary; (d) **signed agreements, and the acceptance, notice, version, and execution records and registers** that this Agreement and its incorporated policies require to be kept (see Section 15, "Changes to this Agreement; version binding; records"); (e) records retained under the **legal-claims retention provisions of the Data Retention & Deletion Policy** to establish, exercise, or defend legal claims (consistent with Section 14.3); and (f) **Aggregated Data** that meets all of the conditions of Section 8.4(a)-(c), which remains governed by Section 8.4 (including its de-identification and no-training conditions), not by this Section 7.5. All copies retained under (b)-(e) remain Confidential Information, subject to this Section 7, for as long as they are retained.

8. Intellectual property and reservation of rights

8.1 **Aidealy IP.** Aidealy and its licensors retain all right, title, and interest in and to the Service and all related software, models, technology, and documentation, and all intellectual-property rights in them. Except for the limited rights expressly granted in this Agreement, **no rights are granted to Customer in the Service**, and all rights are reserved.

8.2 **Customer IP.** Customer and its licensors retain all right, title, and interest in and to Customer Data, including the inputs Customer submits and the outputs the Service generates for Customer, as stated in Section 4.1 - which also contains Aidealy's **assignment to Customer of any right Aidealy may hold in those outputs**, and the parties' acknowledgment about outputs that may attract no exclusive right.

8.3 **Feedback.** If Customer or an Authorised User provides suggestions, feedback, or ideas about the Service ("**Feedback**"), Customer grants Aidealy a **perpetual, irrevocable, worldwide, royalty-free, sublicensable licence** to use, reproduce, **modify, and create derivative works of** the Feedback, and to incorporate it into the Service and Aidealy's other products, for any purpose and without restriction, attribution, or obligation. The Feedback provider confirms it has the right to provide the Feedback on these terms. **Feedback is licensed, not assigned:** the provider keeps ownership of its Feedback, and, to the extent the Feedback attracts moral rights, the provider agrees - to the extent permitted by applicable law, and without waiving any right that cannot be waived - **not to assert** moral rights (including attribution and integrity rights) against Aidealy's use of the Feedback as licensed here. Feedback is provided "as is".

8.4 **Aggregated Data.** Aidealy may generate, and may use, **aggregated and de-identified statistical data derived from the operation and use of the Service** ("**Aggregated Data**") to operate, secure, support, and improve the Service and for benchmarking and analytics. Aidealy may only do so subject to all of the following: (a) Aggregated Data **never includes Customer's source code, prompts, or any other Confidential Information in identifiable form**; (b) Aggregated Data is **aggregated and de-identified so that neither Customer nor any individual can be identified or re-identified** from it; and (c) Aidealy **will not use Aggregated Data, or any Customer Data, to train, fine-tune, or improve any artificial-intelligence or machine-learning model**

(consistent with Section 4.3). Aidealy will not disclose Aggregated Data externally except where it meets (a)-(c). **For clarity:** (i) using Aggregated Data that meets (a)-(c) to **improve the Service's prompts, configurations, thresholds, and deterministic formulas and rules** (for example, tuning a scoring formula's weightings or a classifier's thresholds) is within "improve the Service" under this Section and is **not** the training, fine-tuning, or improvement of an AI or machine-learning **model** that Section 4.3 and paragraph (c) prohibit; and (ii) **Aidealy will not publish cross-customer benchmarks, league tables, or comparative rankings of its customers or their personnel** (whether or not derived from Aggregated Data). This Section is consistent with, and limited by, the Privacy Policy and the DPA.

8.5 **Third-party and open-source components.** The Service includes third-party and open-source software components that are **licensed under their own terms**; to the extent such terms apply to a component, they govern that component. Aidealy's obligations for the Service, including Section 9.5, are not reduced by this Section.

9. Warranties

9.1 **Mutual.** Each party warrants that it has the authority to enter into this Agreement.

9.2 **Service warranty.** Aidealy warrants that, during a paid subscription term, the Service will perform materially in accordance with the **Documentation** (as defined in Section 1: the Order Form service description and the capability descriptions in Section 5 of the AI Addendum). Customer's exclusive remedy, and Aidealy's sole obligation, for a breach of this warranty is for Aidealy to use commercially reasonable efforts to correct the non-conformity and, if it cannot do so within a reasonable time, for Customer to terminate the affected subscription and receive a refund of pre-paid, unused fees for the terminated portion of the term (any such refund is executed by Paddle as Merchant of Record for Paddle transactions; see Section 5.2).

9.3 **AI output.** Customer acknowledges that the Service's AI-assisted features generate outputs using machine-learning models and that **such outputs may be inaccurate, incomplete, or not suitable for a particular purpose, and should not be relied upon without Customer's own review.** Except for the express warranty in Section 9.2, Aidealy does not warrant the accuracy or completeness of any AI-generated output.

9.4 **Customer warranty - rights in submitted data.** Customer represents and warrants that: (a) it has, and will maintain, **all rights, licences, consents, and permissions necessary** in the source code, repositories, and other materials it (or its Authorised Users) submits to the Service, for Aidealy to process them as contemplated by this Agreement; and (b) it has the **employment-law and data-protection basis** required for submitting developer-activity data to the Service for evaluation - including any required notices to, or consultation with, workers or their representatives (such as works councils) and any lawful-basis or consent requirements - as further set out in Section 3.2 of the DPA (lawfulness of instructions) and the AUP.

9.5 **Further Aidealy warranties.** Aidealy warrants that: (a) **it will not knowingly introduce into the Service any virus, malware, or other code intentionally designed to damage, disable, or harm Customer's systems or data** - if Customer notifies Aidealy of a breach of this warranty, Aidealy will use commercially reasonable efforts to **remove the offending code and remedy the resulting non-conformity within thirty (30) days**, and Section 9.2's remedy structure applies to any non-conformity this causes (this warranty addresses intentionally harmful code; accidental defects and vulnerabilities are addressed by Section 9.2, the SLA, and Annex II of the DPA); (b) it will provide the Service **in a professional and workmanlike manner**, with reasonable skill and care; (c) it will comply with the **laws applicable to Aidealy's provision of the Service** (Customer's compliance with the laws applicable to Customer's use remains Customer's responsibility, Sections 3.1 and 9.4); and (d) it has **obtained, and will maintain, the rights necessary in the third-party and open-source components it includes in the Service** to provide the Service to Customer as contemplated by this Agreement, and **no open-source licence obligation (including any copyleft obligation) attaches to Customer, or applies to Customer Data or Customer's own software, merely through Customer's ordinary use of the Service**; and where Customer's installation of Client Software on

Authorised Users' machines is itself a distribution under the licence of an open-source component included in that Client Software, Aidealy will supply each copy with the notices and licence texts that licence requires and, where that licence requires a written offer, a written offer that each person who receives the copy may accept directly from Aidealy, so that Customer meets that licence by installing the copy as supplied, with its notices intact, and without imposing terms that restrict what that licence requires to be permitted.

10. Disclaimers

10.1 EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9, AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL RELATED MATERIALS AND OUTPUTS ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**, AND AIDEALY AND ITS SUPPLIERS **DISCLAIM ALL OTHER WARRANTIES**, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF **MERCHANTABILITY**, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

10.2 Nothing in this Section excludes a warranty or condition that cannot be excluded under applicable law; where such a warranty is implied by law and cannot be excluded, it applies but Aidealy's liability for its breach is limited as far as the law allows (see Section 11).

10.3 **No warranty by advice; no reliance on future functionality.** No oral or written information or advice given by Aidealy, its personnel, or its representatives creates any warranty or adds to the warranties expressly stated in Section 9, and Customer confirms it has not relied on any such information or advice, or on any statement about future functionality (see Section 15, Entire agreement), in entering into this Agreement. Nothing in this Section 10.3 excludes or limits liability for **fraud or fraudulent misrepresentation**, or limits any duty that applicable law does not permit to be excluded (including the duty to act in customary manner and in good faith under Israeli contract law).

11. Limitation of liability

11.1 **Exclusion of indirect damages and itemised loss categories.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES**, OR FOR ANY **LOSS OF PROFITS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS**, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. TO THE SAME EXTENT, AND **WHETHER OR NOT SUCH LOSSES ARE CHARACTERISED AS DIRECT DAMAGES**, NEITHER PARTY WILL BE LIABLE FOR: (a) THE **COST OF COVER OR OF SUBSTITUTE OR REPLACEMENT SERVICES**; (b) **LOSS, CORRUPTION, OR INACCURACY OF DATA, OR THE COST OF RECREATING OR RESTORING DATA**; (c) **BUSINESS INTERRUPTION**; OR (d) **COSTS OF DELAY** - IN EACH CASE OTHER THAN (i) A PARTY'S OBLIGATION TO PAY AMOUNTS EXPRESSLY DUE UNDER THIS AGREEMENT (INCLUDING REFUNDS) AND (ii) CUSTOMER'S REASONABLE, DOCUMENTED TRANSITION COSTS WHERE **AIDEALY ELECTS TO DISCONTINUE THE SERVICE UNDER SECTION 2.5** (WHICH REMAIN SUBJECT TO THE CAP IN SECTION 11.2), AND SUBJECT ALWAYS TO SECTIONS 11.3 AND 11.4.

11.2 **Cap.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE UNCAPPED LIABILITIES IN SECTION 11.3, EACH PARTY'S **TOTAL AGGREGATE LIABILITY** ARISING OUT OF OR RELATING TO THIS AGREEMENT - **including any liability arising from a security incident affecting, or a breach of the data-protection obligations relating to, Customer Data** - WILL NOT EXCEED THE **TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY BEFORE THE FIRST EVENT GIVING RISE TO THE LIABILITY**. This cap is a **single aggregate cap**: it applies **across Customer and its Affiliates together**, and across this Agreement and any other agreement between the parties (or their Affiliates) relating to the Service, for all claims arising from the same event or series of connected events, and is not increased by the number of claimants, Order Forms, or agreements. **Refunds,**

and other amounts expressly payable under this Agreement, are payable in addition to this cap: they do not count toward it and are not limited by it. Amounts one party is ordered, or agrees, to pay the other party as legal costs and expenses of a proceeding between them - including under Section 14.6(a) and Section 14.8 - count toward, and are limited by, this cap, save to the extent they are awarded in respect of a liability that Section 11.3 excepts from limitation (in which case they follow the treatment of that liability). Customer consents to Aidealy stating to an Authorised User, on request, the amount of this Section 11.2 limitation as at the date of the request, for the purposes of Section 8.2(a) of the Extension EULA and Section 8.2(a) of the Collector EULA.

11.3 **Uncapped and excepted liabilities.** Nothing in this Agreement limits or excludes either party's liability for: (a) **death or personal (bodily) injury caused by its negligence**; (b) **fraud or fraudulent misrepresentation**; (c) **gross negligence, or wilful or malicious misconduct**; (d) a party's **indemnification obligations under Sections 12.1 and 12.2** (the defence and indemnity obligations for third-party claims; for clarity, liability under Section 12.5 - regulatory fines and response costs - is **not** within this paragraph (d) and is subject to the cap in Section 11.2); **for further clarity, and however they are described elsewhere, all amounts payable under Section 12.5 (both its limbs), under the direct claim stated at the end of Section 12.2 (upstream provider cut-off), and under the cost-reimbursement and cost-reallocation provisions of Section 12.4, are subject to the cap in Section 11.2, except to the extent such an amount is payable in respect of a liability that this Section 11.3 excepts from limitation (in which case it follows the treatment of that liability);** (e) Customer's **payment obligations**; (f) the **intentional, or knowingly unauthorised, disclosure or use of the other party's Confidential Information in breach of Section 7** (including the protection of source code), or a breach of the **no-training commitment in Section 4.3** - provided that liability arising from a **security incident affecting Customer Data** (an accidental or third-party-caused compromise of Aidealy's safeguards, as distinct from a party's own intentional or unauthorised disclosure or use) is **governed exclusively by Section 11.2** and is not uncapped by this paragraph (f), **and provided further that a breach of the no-training commitment is uncapped under this paragraph (f) only to the extent it arises from Aidealy's own conduct or from conduct Aidealy authorised - for which purpose an upstream provider's conduct is "authorised" by Aidealy only where (i) Aidealy has expressly agreed to that conduct in a written agreement, or (ii) Aidealy has knowingly continued to route Customer Data to that provider after obtaining actual knowledge of the provider's breach of its no-training commitments to Aidealy, without invoking Aidealy's contractual remedies against the provider; enabling or configuring a provider feature, relying on a provider default, or a delay in reacting to a change in a provider's terms does not, by itself, constitute authorisation; liability for a breach consisting of an upstream AI provider's use of content in breach of that provider's own commitments to Aidealy, without Aidealy's authorisation, is governed by Section 11.2** and is not uncapped by this paragraph (f) (Aidealy's responsibility for its sub-processors, and Section 4.3 itself, are unchanged). **Recovery pass-through.** Where such an upstream provider breach occurs and Aidealy recovers compensation from the breaching provider for that breach, Aidealy will pay out the amounts it **actually recovers** from that provider for that breach - **net of** the amounts the customers affected by that breach have already received from Aidealy in respect of it under the cap in Section 11.2 and of Aidealy's reasonable, documented costs of pursuing the recovery - to the customers affected by that breach, **shared pro rata among all customers affected by that breach**; a pass-through amount is payable **only after the recovered amount has actually been received by Aidealy and has become final** - that is, no appeal or other legal or contractual process is pending that could require the recovered amount, or any part of it, to be repaid; (g) Customer's breach of **Section 3.1(g), (h), or (i)** (competitor access, benchmark publication, and competing-AI development), including the corresponding provisions of the AUP; or (h) any other liability that **cannot be limited or excluded under applicable law**.

11.4 **Mandatory law.** The limitations and exclusions in this Section apply **only to the extent permitted by the law that applies to Customer**. Where that law does not permit a particular exclusion or limitation, that exclusion or limitation does not apply, and the remainder of this Section

continues to apply to the fullest extent permitted. Without limiting the foregoing, where the law governing a particular Order Form requires it (for example, under German standard-terms law), liability for breach of an **essential contractual duty** is not excluded but is limited to the **foreseeable damage typical for this type of contract**.

11.5 **Application.** The exclusions and limitations in this Section apply **regardless of the form or theory of the claim** (contract, tort - including negligence - statute, or otherwise) and **even if a limited or exclusive remedy stated in this Agreement fails of its essential purpose**, in each case subject always to Sections 11.3 and 11.4. Equitable relief under Section 7.4 is not limited by this Section.

12. Indemnification

12.1 **By Aidealy (IP infringement).** Aidealy will defend Customer against any third-party claim that Customer's authorised use of the Service infringes that third party's intellectual-property rights, and will indemnify Customer against damages and reasonable costs finally awarded (or agreed in settlement) for such a claim. Aidealy has no obligation for a claim arising from (a) Customer Data, (b) use of the Service in breach of this Agreement or the AUP, (c) combination of the Service with anything not provided by Aidealy where the claim would not have arisen but for the combination, (d) **Customer's continued use of an allegedly infringing element of the Service after Aidealy has provided a non-infringing modification, replacement, or workaround under this Section and given Customer notice and a reasonable opportunity to adopt it**, where the claim would have been avoided by adopting it, or (e) use of a **version of the Client Software other than a current or immediately preceding supported version of that software made available by Aidealy**, where the claim would have been avoided by using a supported version Aidealy had made available. If the Service is or may become subject to an infringement claim, Aidealy may, at its option, procure the right to continue using it, modify or replace it to be non-infringing, or terminate the affected subscription and refund pre-paid, unused fees.

12.2 **By Customer (scoped).** Customer will defend Aidealy against, and indemnify it for damages and reasonable costs finally awarded (or agreed in settlement) arising from, a third-party claim to the extent it arises from (a) **Customer Data** (including a claim that Customer Data, or Aidealy's permitted processing of it, infringes or violates a third party's rights or any law), (b) Customer's or an Authorised User's **breach of the AUP or use of the Service in violation of law**, (c) intellectual property or materials Customer supplies for use with the Service, or (d) **Customer's employment or personnel decisions or actions** - including a claim by Customer's employees, contractors, candidates, or former personnel, and whether or not the decision was informed by an output of the Service - **or Customer's failure to perform the deployer duties described in Section 4 of the AUP** (worker notice and consultation, meaningful human review, and any bias audits or impact assessments the law requires of Customer), in each case **to the extent the claim arises from Customer's own acts or omissions**, or (e) a claim by an **individual whose data Customer or an Authorised User submitted to the Service** (including an evaluated developer or other individual who is not a party to this Agreement), **arising from Customer's deployment or use of the Service - except to the extent the claim is attributable to Aidealy's breach of this Agreement or to Aidealy's negligent, wilful, or otherwise wrongful acts or omissions**. In addition, and as a direct claim rather than an indemnity: where an AI provider identified on the Sub-processor List suspends, restricts, or terminates Aidealy's access **because of Customer's or an Authorised User's content or use in violation of that provider's usage policies** (Section 3.1(f), Section 6.5(e), and Section 3 of the AUP), Customer is liable for the reasonable, documented losses and costs that suspension, restriction, or termination causes Aidealy, and such losses are recoverable **notwithstanding the exclusions in Section 11.1**, subject always to Sections 11.2, 11.3, and 11.4.

12.3 **Limit on Customer's indemnity.** Customer's obligations under Section 12.2 **do not extend to any liability arising from Aidealy's own acts or omissions** to the extent applicable law prohibits, or renders void or unenforceable, an indemnity covering those acts or omissions - including, without limitation, liability for damages arising from the use of automated decision-making technology in

making a consequential decision in violation of applicable anti-discrimination law. To that extent Customer has **no obligation** to indemnify, defend, or hold Aidealy harmless, and each party remains responsible for its own acts and omissions.

12.4 **Procedure.** The indemnified party will: (a) **notify** the indemnifying party promptly in writing of the claim - a delay in notice relieves the indemnifying party of its obligations **only to the extent it is materially prejudiced** by the delay; (b) give the indemnifying party **sole control of the defence and settlement** of the claim, provided that (i) the indemnifying party conducts the defence **diligently and in good faith** - failing which, after notice and a reasonable opportunity to resume a diligent defence, the indemnified party may assume the defence at the indemnifying party's reasonable, documented expense - **in which case the indemnified party will conduct the assumed defence diligently and in good faith, will keep the indemnifying party reasonably informed of, and will consult with it in good faith on, material steps in the defence and any proposed settlement, and will use commercially reasonable efforts to mitigate the costs of the defence; only the reasonable, documented costs of a defence so conducted are recoverable under this paragraph, and the indemnifying party may participate in the assumed defence with counsel of its own choosing, at its own expense** - and (ii) no settlement that imposes a payment, admission, or other non-indemnified obligation on the indemnified party may be entered into without the indemnified party's prior written consent, not to be unreasonably withheld or delayed; (c) be entitled to **participate in the defence with counsel of its own choosing, at its own expense**; and (d) **reasonably cooperate** with the defence, with the indemnifying party reimbursing the indemnified party's reasonable, documented out-of-pocket costs of that cooperation. The indemnified party will use commercially reasonable efforts to **mitigate** the losses arising from the claim. Where the claim takes the form of a **regulatory or governmental investigation or proceeding** against the indemnified party, the indemnifying party's control under paragraph (b) is subject to the indemnified party's own legal obligations to the authority: the indemnified party retains the conduct of its own regulatory relationship (including any submissions it is legally required to make), and the parties will cooperate in good faith on the response. **Contested allocation.** Where the parties dispute whether, or to what extent, a third-party claim is subject to indemnification under this Section 12 (including where a tender of the defence is declined, or is accepted subject to a reservation of rights): (i) pending resolution of that dispute, **each party may conduct its own defence of the claim as it concerns that party**, with counsel of its own choosing; (ii) **each party will advance its own costs of defence**, and those costs will be **reallocated between the parties on resolution of the allocation dispute**, in accordance with the parties' indemnification obligations as finally determined or agreed, **together with interest on each reallocated amount, from the date the cost was advanced until the date it is reimbursed, at the rate stated in Section 5.5 (or, if lower, the maximum rate permitted by applicable law)**; (iii) notwithstanding the allocation dispute, the parties will **cooperate in good faith in the defence against the claim** - including reasonable coordination on strategy and scheduling, sharing of non-privileged information relevant to the defence, and, where the parties agree, a joint-defence or common-interest arrangement; and (iv) **neither party will make a public or other extrajudicial statement that prejudices the other party's defence of the claim**, beyond what that party is legally required to state - this clause (iv) does **not** restrict (x) statements or disclosures a party makes to a competent regulator, supervisory or other governmental authority, or to its insurers, auditors, or professional advisers, or (y) **positions a party reasonably takes, in the proceedings or in related proceedings, in its own defence** (including in defending the claim as it concerns that party under clause (i)). The allocation dispute itself is a dispute under this Agreement and is resolved under Section 14. This Section states each party's sole liability and exclusive remedy for third-party claims of the type described in Sections 12.1 and 12.2.

12.5 **Regulatory fines and response costs.** To the extent permitted by applicable law, and as compensation for loss caused by breach rather than a promise to pay a penalty as such: (a) each party (the "**responsible party**") will indemnify the other for an **administrative fine or monetary penalty imposed on the other party by a competent authority, to the extent attributable to the**

responsible party's breach of this Agreement (including the DPA) and legally indemnifiable - except to the extent the fined party's own intentional or negligent conduct contributed to the fine; (b) the fined party's **reasonable, documented costs of responding to the underlying regulatory investigation or proceeding** (including legal defence costs and remediation the authority requires), to the same extent attributable to the responsible party's breach, are recoverable as losses in any event - and, **where a Security Incident (as defined in the DPA) results from Aidealy's material breach of this Agreement (including the DPA), Aidealy will likewise reimburse Customer's reasonable, documented costs of the notifications that applicable law requires Customer to make to authorities and to affected individuals because of that Security Incident; that notification-cost reimbursement is expressly subject to the cap in Section 11.2** and does not permit double recovery of the same costs under another provision of this Agreement or the DPA; and (c) where, or to the extent, applicable law prohibits or renders unenforceable an indemnity for a particular fine or penalty, this Section is **read down to the enforceable extent rather than void**, and paragraph (b) continues to apply. This Section does not apply to monetary sanctions for which an indemnity is prohibited by the law imposing them (for example, certain labour-law monetary sanctions).

13. Confidential handling of source code; security

13.1 Aidealy will maintain administrative, technical, and physical safeguards designed to protect Customer Data, **as further described in the DPA (including Annex II)**. **Public pages describing Aidealy's security program are informational summaries; Annex II of the DPA states the contractual security measures.** Aidealy processes Customer Data within the data region applicable to Customer's account, as described in the Documentation and the Privacy Policy.

13.2 **Security incidents; jointly held data.** Aidealy's obligation to notify Customer of a personal-data breach is set out in the **DPA**. Where the same personal information is held by both parties and applicable law permits a single notification to a regulator or to affected individuals (for example, under the Australian Notifiable Data Breaches scheme), **Customer will lead** that notification to the regulator and to the affected individuals, and **Aidealy will support** Customer with the information and assistance reasonably required to make it. This allocation does not limit either party's own obligation to notify where applicable law requires that party to do so.

14. Governing law, dispute resolution, and your mandatory local rights

14.0 **Talk before proceedings (executive escalation).** Before starting proceedings on a dispute arising out of or relating to this Agreement or the Service, a party will give the other party written notice of the dispute, and each party will designate an executive or senior manager with authority to resolve it; those representatives will negotiate in good faith for up to **thirty (30) days** from the notice. **This step suspends, and does not bar, proceedings:** if the dispute is not resolved within that period (or the parties agree it will not be), either party may proceed under this Section 14. It does not apply to (a) an application for interim or provisional relief (Section 14.5), or (b) proceedings by Aidealy to collect undisputed fees. **The agreed limitation period in Section 14.3 is tolled (suspended) from the dispute notice until the end of the escalation period**, so this step never shortens the time a party has to bring its claim. Nothing in this Section limits or excludes either party's right to apply to the courts.

14.1 **Governing law and exclusive forum.** This Agreement, and any dispute or claim arising out of or relating to it or to the Service, are governed by the **laws of the State of Israel**, without regard to its conflict-of-laws rules, and - except for disputes referred to arbitration under Section 14.4 - the competent **courts of Tel Aviv-Jaffa, Israel** will have **exclusive** jurisdiction, subject to Section 14.2. **Customer irrevocably submits to the jurisdiction of those courts for any proceedings brought by Aidealy**, and each party waives any objection to those courts on grounds of venue or inconvenient forum for proceedings properly brought there (Section 14.7).

14.2 **Your mandatory local rights. Nothing in this Agreement deprives a party of, or limits, any protection or right that applies to it under the mandatory laws of its country that apply to this**

Agreement notwithstanding the choice of law in Section 14.1, according to their own terms and applicable conflict-of-laws rules, and that cannot be excluded or waived by agreement - including, where applicable, mandatory standard-form-contract protections and any non-excludable right to bring proceedings in its home courts. Where those mandatory laws give a protection or right that conflicts with Section 14.1 or 14.4 or with any limitation in this Agreement, **those mandatory rights and protections prevail to the extent of the conflict**, and the choice of Israeli law and forum applies only so far as those laws permit. **This Section operates for a party's benefit and protection; it does not qualify or withdraw Customer's submission to jurisdiction under Section 14.1 for proceedings brought by Aidealy.** Data-protection law continues to apply to personal data regardless of this Section (Section 4.2).

14.3 **Agreed limitation (prescription) period.** The parties agree that any claim by either party arising out of or relating to this Agreement or the Service must be brought within **twelve (12) months** from the date on which the cause of action accrued, and that this is an agreed shortened prescription period **for the purposes of section 19 of the Israeli Prescription Law, 5718-1958**. **The parties acknowledge and expressly agree that this period is shorter than the prescription period that would otherwise apply by law.** The parties record their shared, mutual interest in this period: it gives both parties pricing and exposure certainty, and it aligns with Aidealy's retention practice, under which records reasonably needed to establish, exercise, or defend claims between the parties are retained **for at least** this period (see the Data Retention & Deletion Policy). This Section does **not** apply to: (a) claims by Aidealy for **unpaid fees**, and claims by Customer for **refunds due under this Agreement** (including under Sections 2.5, 5.4, and 9.2); (b) claims by either party for **infringement or misappropriation of its intellectual-property rights**; (c) claims by either party for breach of the **confidentiality obligations in Section 7** (including, for Customer, the protection of its source code); (d) **claims by Customer for Aidealy's breach of the no-training commitment in Section 4.3, and claims by Aidealy for Customer's breach of Section 3.1(g), (h), or (i)** (competitor access, benchmark publication, and competing-AI development) - conduct of the kind these provisions address is characteristically discovered late, and each party's core surviving covenant is carved out on the same terms; or (e) any claim for which applicable mandatory law does not permit the limitation period to be shortened, or prescribes a different non-waivable period. This Section applies to the extent applicable law gives it effect. **This agreed period applies wherever, and in whatever forum, a claim is brought - including in arbitration under Section 14.4 and in proceedings outside Israel** - and the parties agree and intend that it is a **substantive, agreed contractual condition of any claim, and not a mere procedural rule of the forum**, so that a court or arbitral tribunal outside Israel (including a court in the United States) should give it effect as part of the parties' bargain; the parties record their agreement that the period is **reasonable** for claims of the kind this Agreement contemplates. The period is **tolled (suspended) during the escalation period under Section 14.0**, as stated there. Nothing in this Section limits or excludes either party's right to apply to the courts.

14.4 **Arbitration for Customers incorporated in the United Arab Emirates, Japan, or the Republic of Korea.** This Section applies where the place of incorporation of Customer's contracting entity, **as stated on the Order Form**, is the United Arab Emirates, Japan, or the Republic of Korea. That place of incorporation is determined as of the date of the Order Form, on the basis of the Order Form's statement, and is not affected by a later change in Customer's place of incorporation. For such a Customer, and in place of the court jurisdiction in Section 14.1: **any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of this Agreement is, and remains, the substantive law of the State of Israel** (Section 14.1). This agreement to arbitrate is **mutual**: it binds, and may be invoked by, either party equally. The award is final and binding, and **judgment on the award may be entered in any court having jurisdiction** (including under the New

York Convention). Sections 14.0 (escalation), 14.2 (mandatory local rights), 14.3 (the agreed limitation period, which **applies in arbitration under this Section**), 14.5 (interim relief), and 14.6 (costs, currency, and interest) apply to arbitration under this Section. **Related disputes.** Where related disputes arise under this Agreement and one or more Affiliate Order Forms (Section 2.8): (i) **compatible arbitrations commenced under this Section may be consolidated as the LCIA Rules provide** (including Article 22A); (ii) each party will seek, and will not oppose, the **stay or coordination of parallel proceedings** on related disputes so that they are resolved together or consistently rather than in parallel; and (iii) the **single aggregate cap in Section 11.2 is apportioned once across all such related disputes** - under this Agreement and the Affiliate Order Forms together - and is not multiplied by the number of proceedings, tribunals, or claimants (consistent with the aggregation sentence of Section 11.2). **The place-of-incorporation gateway in this Section is assessed as of the date of the applicable Order Form, as stated on it, and is not affected by a later change in the place of incorporation of Customer's contracting entity** (redomiciliation). For all other Customers, Section 14.1 governs and nothing in this Section applies.

14.5 **Interim and provisional relief.** Notwithstanding Sections 14.1 and 14.4, either party may seek **interim, provisional, or conservatory relief (including injunctive relief under Section 7.4) in any court of competent jurisdiction**, at any time, and doing so is not a breach or waiver of this Section 14.

14.6 **Costs, currency, and interest.** (a) **Costs follow the event:** in any proceeding between the parties arising out of or relating to this Agreement (including arbitration under Section 14.4), the unsuccessful party will pay the successful party's reasonable, documented costs and expenses of the proceeding, including reasonable legal fees, as and to the extent awarded by the court or tribunal, which may apportion costs where each party succeeds in part. This obligation is mutual. (b) **Currency:** the **United States dollar is the currency of account and payment** for all sums payable under or in connection with this Agreement (unless the Order Form states a different currency, in which case that currency is). If a judgment, award, or recovery is expressed or paid in another currency, the paying party will pay the amount that, **converted at a commercially reasonable market rate on the date of actual payment**, equals the full amount due in the currency of account, and will **indemnify the other party for any shortfall** arising from conversion at a different date or rate; this shortfall obligation is a separate, independent obligation. (c) **Interest:** amounts awarded or found due bear interest at the rate stated in Section 5.5 (the lower of 1.5% per month or the maximum permitted by law) **from the date the underlying amount first fell due until payment**, to the extent the court or tribunal does not award interest for that period under applicable law.

14.7 **Jury and venue waiver (United States).** TO THE EXTENT A DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT IS HEARD IN A COURT OF THE UNITED STATES (OR OF ANY U.S. STATE), **EACH PARTY IRREVOCABLY AND MUTUALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A TRIAL BY JURY.** Each party also waives, to the fullest extent permitted by applicable law, any objection - on grounds of venue, personal jurisdiction, or that the forum is inconvenient (forum non conveniens) - to proceedings **properly brought in accordance with this Section 14**.

14.8 **Proceedings brought in breach of this Section.** If a party commences proceedings in breach of this Section 14 (including court proceedings on a dispute that Section 14.4 refers to arbitration, or proceedings in a forum other than one this Section permits), the other party's **reasonable, documented costs and expenses of contesting, staying, or transferring those proceedings (including reasonable legal fees) are recoverable from the party that commenced them**, without limiting any other remedy. This obligation is mutual.

15. General

- **Order of precedence.** If there is a conflict between the documents that make up the parties' agreement, the following **single ranked order** resolves it, each document prevailing only for the subject it addresses: (1) the **EU Data Act Rider**, for the customers to which it applies by its terms

(its Section 1.1) and solely for the subject matter it addresses (switching, exit, data export, erasure on exit, and the related charges and information duties), prevailing - as its Section 1.4 states - over this Agreement and over any conflicting provision of an Order Form or an incorporated document, including the DPA's export-timing mechanics to the extent the Rider so states; (2) a **signed Order Form** (including its annexes and any executed optional clauses); (3) the **DPA, together with the Standard Contractual Clauses it incorporates**, on the processing of personal data (within the DPA set, the SCCs and UK Addendum prevail over the DPA body, as the DPA states); (4) the **Extension EULA**, for the IDE extension specifically, and the **Collector EULA**, for the Claude Code collector specifically (each, as between the parties, incorporated into this Agreement - Section 2.2); (5) the **AI Addendum**, for matters specific to the AI features; (6) **this Agreement (the MSA)**; (7) the **SLA**; (8) the **AUP**; and (9) the **Refund & Cancellation Policy**. Any Additional Terms accepted under the "Additional Terms for optional features" bullet rank with this Agreement for the feature they cover, subject to the limits stated there.

- **Entire agreement; no reliance on future functionality.** This Agreement, together with the Order Form(s), the DPA, the AUP, the SLA, the AI Addendum, the Extension EULA and the Collector EULA (each as incorporated under Section 2.2), the Refund & Cancellation Policy, the EU Data Act Rider (for the customers to which it applies by its terms), and the policies referenced here, is the entire agreement between the parties about the Service and supersedes prior agreements on that subject. **Customer's purchases are not contingent on the delivery of any future functionality or feature, or on any oral or written comments - public or otherwise - made by Aidealy about future functionality or features. Website content, security and trust pages, published methodology descriptions, demo materials, and presentations are informational only: they form no part of this Agreement and are superseded by it** (the contractual security measures are stated in Annex II of the DPA - Section 13.1). This bullet does not exclude liability for fraud or fraudulent misrepresentation (Section 10.3).
- **Purchase orders and procurement terms rejected.** Any terms in a Customer purchase order, vendor-registration or supplier-onboarding process or portal, procurement policy, or invoice-acceptance flow that add to or differ from this Agreement **are rejected now and are deemed rejected in the future, are null and void, and have no effect** - even if Aidealy accepts, references, or invoices against the purchase order or does not separately object to such terms. A purchase order is effective only as an administrative document identifying the Service, quantities, and fees under this Agreement.
- **Changes to this Agreement; version binding; records.** Aidealy may update this Agreement from time to time. **The dated version of this Agreement (and of the policies it incorporates) in effect at the start of a subscription term governs that subscription term.** For a change that materially reduces Customer's rights or materially expands its obligations, Aidealy will give reasonable notice (for example, by email or in-product), and the change takes effect at the start of Customer's next renewal term; other changes take effect at the start of the next subscription term unless they are non-material clarifications or legally required, in which case they take effect when posted with notice. **Aidealy maintains dated archives of each published version of this Agreement and its incorporated policies, and keeps records of Customer's acceptance, of the change notices it gives, and of the sub-processor notices given under the DPA**; Aidealy will make the version applicable to Customer's subscription available to Customer on request.
- **Assignment; change of control involving a Direct Competitor.** Neither party may assign this Agreement without the other's prior written consent, except that either party may assign it, on notice, to an Affiliate or in connection with a **merger, acquisition, corporate reorganisation, financing, or sale or divestiture of all or substantially all of its assets or of the business unit to which this Agreement relates**. Any other attempted assignment is void. **An assignment or change of control does not enlarge the licence:** Sections 2.7 and 3.1(g) continue to apply to any assignee or successor, so access to or use of the Service by a **Direct Competitor** of Aidealy (including an assignee or acquirer that is one) remains conditioned on Aidealy's **prior written consent**, and pending the exercise or expiry of the termination right in this bullet Aidealy may suspend that access under Section 6.5(b). If a party is acquired by, merges with, or otherwise

comes under the direct or indirect control of a **Direct Competitor** of the other party, the other party may **terminate this Agreement on written notice** given within sixty (60) days of learning of that change and, where the change has been notified under this bullet, in any event no later than one hundred and twenty (120) days after that notification - **for Customer's exercise of this right, whether the acquirer is a Direct Competitor of Customer is determined objectively, as at the time the change of control occurs (Section 1); no advance list of Customer's competitors is required, maintained, or provided for**; on a termination under this bullet by **either party**, Aidealy will refund the pre-paid fees for the unused remainder of the then-current subscription term pro rata (executed by Paddle as Merchant of Record for Paddle transactions - Section 5.2). **Notice of change of control; "control"; lapse. Each party will notify the other party in writing, without undue delay, of a change of control of it involving a Direct Competitor of the other party** (a notification "under this bullet"). For the purposes of this bullet, "**control**" has the meaning given in Section 1 (the same conventional control that underlies the definitions of "Affiliate" and "Direct Competitor"). **Where a change of control has been notified under this bullet, the termination right in this bullet lapses, and is deemed waived, if not exercised within the windows stated above** (sixty (60) days of the terminating party learning of the change and in any event one hundred and twenty (120) days after the notification under this bullet), so that after a notified change the exit cannot be held in reserve. **A public announcement is not a substitute for the notice this bullet requires and does not start the one hundred and twenty (120)-day outside period:** for a change of control that is publicly announced but not notified under this bullet, and for a change that is neither notified nor announced, the sixty (60)-day window from the terminating party's **actual knowledge** of the change continues to apply, and **the termination right does not lapse or become waived under this bullet for so long as the party that underwent the change remains in breach of its notice duty** (the breach of the notice duty tolls the lapse).

- **Subcontracting / sub-processors.** Aidealy may use sub-processors and subcontractors to provide the Service; Aidealy remains responsible for their performance, and personal-data sub-processing is governed by the DPA.
- **Force majeure.** Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control - **including, without limitation,** natural disasters, epidemics, war, armed conflict, terrorism, civil unrest, embargoes or government orders, general failures of the internet or of telecommunications, power, or cloud infrastructure not caused by the affected party, and general labour disturbances not specific to the affected party (each a "**force majeure event**"). A party relying on a force majeure event will **notify the other party without undue delay**, describing the event and its expected effect and duration, will use **commercially reasonable efforts to mitigate** the effect and resume performance, and will keep the other party reasonably informed. If a force majeure event prevents a material part of the Service (or of Customer's material obligations) for more than **thirty (30) consecutive days**, **either party may terminate the affected subscription on written notice**, and Aidealy will refund the pre-paid fees for the unused remainder of the then-current subscription term pro rata (executed as described in Section 5.2, including its fallback); **for that purpose the unused remainder is computed from the date the affected parts of the Service ceased to function (or, if earlier, the date the force majeure event began to prevent them), not from the date of termination**. **A force majeure event does not excuse** Aidealy's data-protection and Security-Incident notification obligations under the DPA, or either party's confidentiality obligations under Section 7, to the extent performance remains possible.
- **Export and sanctions.** Each party will comply with applicable export-control and sanctions laws; Customer represents, **on a continuing basis throughout the term**, that it and its Authorised Users are not subject to such restrictions that would prohibit their use of the Service, and will notify Aidealy without undue delay if that ceases to be the case. **If Customer, or an entity controlling Customer, becomes the subject of a designation under applicable sanctions law that prohibits Aidealy from providing the Service to it, Aidealy may suspend the Service immediately and may terminate this Agreement on written notice. Aidealy's obligations to**

export or return data (including under Section 6.4(c)) and to pay refunds are suspended for so long as, and to the extent that, performing them would violate applicable sanctions law; in that case Aidealy will hold or dispose of the affected data and amounts as applicable law or an applicable licence requires or permits, and will resume performance to the extent it becomes lawful.

- **Publicity; marks.** Neither party will use the other's name or marks without prior consent, except that Aidealy may identify Customer as a customer in a customer list or on its website unless Customer opts out by notice. **Neither party will adopt, register, or use any name, trademark, logo, domain name, social-media handle, or app- or marketplace-listing name that is confusingly similar to the other party's names or marks**, or that misrepresents an affiliation with the other party. **Quotes and case studies.** Beyond the customer-list naming above, Aidealy will use a **quote, testimonial, or case study** concerning Customer only with Customer's **prior written approval of the specific content**, and Customer may **withdraw that approval prospectively** at any time by notice (withdrawal does not require the recall of materials already published with approval, but no new use may be made after it). Numbers and results appearing in an approved case study are **Customer's own results, used with Customer's permission**, and their approved publication is **expressly outside the cross-customer-benchmark-publication renunciation in Section 8.4(ii)**, which is unchanged.
- **Notices.** Notices to Aidealy go to **legal@aidealy.ai**; notices to Customer go to the contact or billing address in the account or Order Form. Notice is effective on receipt; a routine email notice is **deemed received on the first business day after it is sent with confirmed delivery** (no bounce or delivery-failure indication), where "business day" has the meaning given in the SLA. **Legal notices - a notice of breach, an indemnity claim, or termination for cause - are valid only if sent to legal@aidealy.ai** (for notices to Aidealy) or to Customer's designated legal or administrative contact (for notices to Customer), and are **effective on actual receipt** (the deemed-receipt rule does not start a cure or claim period). A notice of **non-renewal** under Section 6.1 may be given through the account or the Paddle checkout, or as a routine notice under this bullet. Customer will keep its account, administrative, and billing contact details current. **Service of process.** To the extent permitted by applicable law, each party consents to **service of judicial process (including documents initiating proceedings under Section 14) by the legal-notice methods of this bullet**, without prejudice to any other lawful method of service; this consent does not waive any objection other than to the method of service. An Order Form may additionally designate a **process agent** for a party (see the optional process-agent clause template maintained with the Order-Form clause templates); where designated, service on the process agent is good service on that party.
- **No third-party beneficiaries.** This Agreement is for the benefit of the parties and their permitted successors and assigns, and **creates no right enforceable by any other person** - including Authorised Users and other individuals - except that **Aidealy's Affiliates, Paddle (as Merchant of Record), and Aidealy's sub-processors and subcontractors may invoke the protections of Section 11 (limitation of liability)** as if they were Aidealy. This bullet does not affect any right or claim that arises under applicable law rather than under this Agreement (including under data-protection law, and including the third-party-beneficiary rights of data subjects under the standard contractual clauses referenced in the DPA).
- **Anti-bribery; labour and anti-slavery compliance.** Each party represents and undertakes that, in connection with this Agreement, it complies, and will continue to comply, with applicable **anti-bribery and anti-corruption laws** and with applicable **labour, anti-slavery, and human-trafficking laws**, and that it has not made or offered, and will not make, offer, or authorise, any unlawful payment, gift, or advantage in connection with this Agreement.
- **Amendments (no oral modification).** Except for (i) the documented unilateral-update mechanics this Agreement and its incorporated policies expressly provide (the "Changes" bullets and provisions, which operate on their stated terms), and (ii) Additional Terms accepted as described below, **no amendment or modification of this Agreement or an Order Form is effective unless it**

is in a writing that identifies itself as an amendment and is signed (or expressly accepted in writing) by both parties. A failure or delay in enforcing this bullet is not a waiver of it.

- **Additional Terms for optional features.** Aidealy may make optional features of the Service subject to feature-specific **Additional Terms**, presented to Customer **at or before activation of the feature**. Additional Terms bind Customer for that feature only when an **authorised administrator of Customer activates the feature after the Additional Terms are presented** - never by silent incorporation, by a link alone, or by continued use of the rest of the Service - and they govern **only the feature they cover**. The dated version accepted binds per the "Changes to this Agreement; version binding" bullet. **Additional Terms can never**: reduce or qualify the no-training commitment (Section 4.3), weaken the data-region separation applicable to Customer's tenant, override the DPA's precedence on personal data, or remove the protections of the "material reduction" provisions (Section 2.5 and the AI Addendum); any term purporting to do so is of no effect.
- **U.S. Government end users.** The Service, the Client Software, and all related software and documentation are "**commercial computer software**" and "**commercial computer software documentation**" within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements. If Customer is, or is procuring for, the U.S. Government, the Government's rights in them are **only those granted to all other customers under this Agreement**, in accordance with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202.
- **Costs of non-party production.** Where Aidealy is required, as a **non-party**, to produce records, data, or testimony in proceedings **arising from Customer's use of the Service or from Customer's employment or personnel decisions** (for example, a subpoena or document-production order in litigation between Customer and a current or former employee), **Customer will reimburse Aidealy's reasonable, documented costs of compliance, and of the notification, redirection, minimisation, and challenge or narrowing steps described in Section 3.5 of the DPA where Aidealy takes them in respect of such a demand** (including reasonable staff time and legal-review costs). This bullet does **not** apply to proceedings between Aidealy and Customer themselves, and does not affect the DPA's provisions on requests for personal data (including its Section 3.5).
- **Independent contractors.** The parties are independent contractors; this Agreement creates no agency, partnership, or joint venture.
- **No waiver.** A failure to enforce a provision is not a waiver of it.
- **Severability.** If any provision is held unenforceable, the rest remains in effect, and the provision is limited or removed to the minimum extent necessary.
- **Counterparts / electronic acceptance.** This Agreement may be signed in counterparts and accepted electronically, each of which is an original.

16. How to contact us

Aidealy Ltd., **Hamidron 1, Herzliya 4654110, Israel** (company registration number: 517367066). Questions about this Agreement, or legal notices: **legal@aidealy.ai**.