

Moesif Terms of Use

Moesif Inc.
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Welcome to Moesif.com, a cloud-based API analytics and monetization service operated by Moesif, Inc. ("Moesif," "we," or "us"). Your use of this Website (the "Site") and the services made available on the Site ("Services") is subject to these Terms of Use. These Terms of Use incorporate the Data Processing Addendum (located at <https://www.moesif.com/dpa>, "DPA"); collectively, the Terms of Use and DPA make up the "Terms".

In these Terms, "you," "your" and "Customer" refers to you and/or the organization using the Moesif Services or on whose behalf the Moesif account has been registered. In addition, if you are using the Services on behalf of a company or other such legal entity, you represent that you have the authority to bind such entity to these Terms. If you do not have the authority to bind the entity or if you do not agree to all of these Terms, then you may not use the Services.

"Moesif Services" mean the Moesif software-as-a-service product(s), but for clarity excludes Third-Party Products. "Third-Party Products" mean non-Moesif products or web-based, mobile, offline or other software applications or services that Customer chooses to integrate with or use in connection with the Moesif Services.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE OUR SERVICES.

We may make changes to these Terms from time to time. When we do, we will revise the "last updated" date given above. It is your responsibility to review these Terms frequently and to remain informed of any changes to them. The then-current version of these Terms will supersede all earlier versions. You agree that your continued use of our Services after such changes have been published to our Services will constitute your acceptance of such revised Terms.

LICENSE TO USE OUR SERVICES

Subject to these Terms, we grant to you a non-exclusive, non-sublicensable, non-transferable, non-assignable right to access and use the Moesif Services for your internal business purposes

only and not for resale or further distribution. Your right to use our Services is limited by all terms and conditions set forth in these Terms.

Except for your pre-existing rights and this license granted to you, we and our licensors retain all right, title and interest in and to our Services, including all related intellectual property rights. Our Services are protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms or as may be expressly permitted by applicable law, you will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our Services; (ii) rent, lease or sublicense access to any of our Services; or (iii) circumvent or disable any security or technological features or measures of our Services.

You agree that you shall not export, re-export, or transfer any Services or anything related thereto, or any direct product thereof, directly or indirectly, to jurisdictions that are subject to an embargo by the U.S. or other applicable governmental authorities (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine) (the "Embargoed Countries"); (ii) any instrumentality, agent, entity, or individual that is located in, or acting on behalf of, or directly or indirectly owned or controlled by any governmental entity of, any Embargoed Country; (iii) the government of Venezuela, including any person or entity employed or owned or controlled, directly or indirectly, by any subdivision, agency, or instrumentality of the government of Venezuela; (iv) any organization, entity, or individual identified on any list of designated and prohibited parties maintained by governmental authorities in Canada, the United States, United Kingdom, or European Union ("Prohibited Party Lists"), including, but not limited to, the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, which are maintained by United States Department of Treasury Office of Foreign Assets Control (OFAC), or the Entity List, Denied Persons List, or Unverified List, which are maintained by the Bureau of Industry and Security of the U.S. Commerce Department; or (vii) any entity which is 50% or more owned, individually or in the aggregate, or controlled by persons designated on Prohibited Party Lists (collectively, a "Sanctioned Party"). Customer and its users are not Sanctioned Parties. You understand and acknowledge that a violation of this Section shall be deemed a material breach of this Agreement and will entitle Moesif to terminate these Terms immediately for cause.

PAID SERVICES

The Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to the pricing and payment terms listed on the Site, which Moesif may update from time to time. The pricing terms may include a monthly or annual fee for the Services along with additional charges for any overages. Moesif may add new services for

additional fees and charges, or amend fees and charges for existing services, at any time and in its sole discretion. Moesif may also modify the number of monthly events and apps associated with the plan chosen by you. Any changes in fees or charges shall become effective in the billing cycle following notice of such change to you as provided in these Terms. Moesif may lock your account for non-payment at any time. In addition to the amount due for the Services, delinquent accounts or chargebacks will be charged with fees or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees or convenience fees or any other third parties' charges. You agree Moesif may contact you by electronic mail at the address provided by you to Moesif with respect to any delinquent accounts. For the paid monthly plans, your plan will automatically renew each month and you will be billed each month for the use of the Services. For the paid annually plans, your plan will automatically renew every 12 months for another 12 months and you will be billed annually for the use of the Services. You may cancel your plan and the use of the Services by writing to Moesif at team@moesif.com. All fees paid to Moesif for the use of the Services are non-refundable.

All information provided by you to Moesif in connection with a purchase or transaction or other monetary interaction with the Services must be accurate, complete and current. You agree to pay all charges incurred by users of your credit card, debit card or other payment method used in connection with the purchase or transaction related to the Services at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to such purchases or transactions.

FREE SERVICES

Moesif's Free plan is offered free of charge with limited monthly events and apps as listed on the Site. Moesif may change the Services (including, but not limited to, modifying the number of monthly events, team members, and other features) offered with the Free plan at any time. Moesif may also choose to discontinue offering the Services for free at any time in its sole discretion. If you decide to cancel the Services, then you can do so by writing to Moesif at team@moesif.com.

ACCESS TO OUR SERVICES

We do not provide you with the equipment to access our Services. You are responsible for all fees charged by third parties related to your access and use of our Services (e.g., charges by Internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or any portion of our Services without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of all or any portion of our Services.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any material that you post or submit for posting, and to restrict, suspend, or terminate your access to our Services at any time, for any or no reason, with or without prior notice, and without liability.

We also reserve the right, in our sole discretion, to permanently or temporarily suspend your access to the Services without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

RESTRICTIONS

You must comply with all applicable laws when using our Services. Except as may be expressly permitted by applicable law, or as Moesif may authorize expressly in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on our Services (collectively, "Service Content") or compile or collect any Service Content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use our Services or to store, copy, modify, distribute, or resell any Service Content; (iii) rent, lease, or sublicense your access to our Services to another person; (iv) use any Services or Service Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of our Services; (vi) use our Services in a manner that overburdens, or that threatens the integrity, performance, or availability of, our Services; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of our Services or any Service Content.

PRIVACY POLICY

We may collect registration and other information about you through our Services. Our collection and use of this information is governed by our Privacy Policy (located at <https://www.moesif.com/privacy>).

RESTRICTED AREAS OF THE SERVICES

Certain parts of our Services, including account management features, may be password-restricted to registered users or other authorized persons ("Password-Protected Areas"). If you are authorized to gain access to any Password-Protected Areas, you agree that you are entirely responsible for maintaining the confidentiality of your password, and agree to notify us if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. You agree that you are entirely responsible for any and all activities that occur under your account, whether or not you are the individual who undertakes

such activities. You agree to immediately notify us of any unauthorized use of your account or any other breach of security in relation to your password or our Services that is known to you.

LINKS AND THIRD PARTY CONTENT

Our Services may display, or contain links to, third party products, services, and Web sites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on our Services, or which is accessible through or may be located using our Services (collectively, "Third Party Content") are those of the respective authors or producers and not of us or our shareholders, directors, officers, employees, agents, or representatives.

We do not control Third Party Content and do not guarantee the accuracy, integrity or quality of such Third Party Content. We are not responsible for the performance of, we do not endorse, and we are not responsible or liable for, any Third Party Content or any information or materials advertised in any Third Party Content. By using our Services, you may be exposed to content that is offensive, indecent, or objectionable. We are not be responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods, services, or information available on or through any third party service or Third Party Content. It is your responsibility to evaluate the information, opinion, advice, or other content available on and through our Services.

You will not use our Services to: (i) upload, post, email, or otherwise transmit any Submission that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm us or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any Submission that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post, email or otherwise transmit any Submission that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) "stalk" or otherwise harass another; or (xi) collect or store personal data about other users.

USE POLICIES

You are solely responsible for any content, data and other material that you submit, publish, transmit, or display on, through, or with our Services ("Customer Data"). In addition, you agree to provide notices and obtain any consents and comply with all applicable laws related to your use of the Services, including those related to the collection, use, processing, transfer and disclosure of Customer Data (including, but not limited to, the personal information of your users). You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer Data. Moesif does not claim any ownership rights in and to any Customer Data. If you choose to terminate the use of the Services or your account, then you may send a written request to Moesif, Inc at 77 Van Ness Ave STE 101, San Francisco, California 94102 USA requesting the deletion of all the Customer Data. In addition, if you terminate the use of the Services or your account, then you will no longer be able to access Customer Data through the Services and you may lose any Customer Data submitted by you to Moesif.

The parties agree that the provisions contained in the DPA govern the processing of personal data in connection with these Terms. As set forth in the DPA, Moesif will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of personal data submitted to the Moesif Services as Customer Data, including measures designed to prevent unauthorized access to or use or disclosure of such personal data.

The Service may use Artificial Intelligence ("AI") to assist with functionality and automation of the Service. Your prompts and AI responses are not used for training. You will be responsible for any data you provide to the AI and must ensure that no sensitive, confidential or personal data is included in the prompts or input. AI processing is performed solely to deliver the requested output and to operate and maintain the Service in accordance with these Terms and applicable data protection laws. Outputs generated by the AI may not always be accurate, complete, or up to date. You must review the AI-generated content and are responsible for any decisions made in reliance on such content. Moesif will implement appropriate technical and organizational measures to ensure that any AI processing complies with applicable data protection laws, including the GDPR, and does not result in automated decision-making that produces legal or similarly significant effects unless explicitly agreed otherwise.

TRADEMARKS AND PUBLICITY

"Moesif," the Moesif logo, and any other product or service name or slogan displayed on our Services are trademarks of Moesif and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Moesif or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing

"Moesif" or any other name, trademark or product or service name of Moesif without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Moesif and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in our Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us.

You agree to allow Moesif, and hereby do provide Moesif with the necessary rights and licenses, to use your name and logo on the Site, blog and/or in marketing materials, including case studies and as press references, to identify you as a user of our Services. You agree to act as a customer reference for the Services and you agree to respond reasonably to all such reference contacts.

FEEDBACK

We may provide you with a mechanism to provide feedback, suggestions, and ideas, if you choose, about our Services ("Feedback"). You agree that we may, in our sole discretion, use the Feedback you provide to us in any way, including in future enhancements and modifications to our Services. You hereby grant to us and our assigns a perpetual, worldwide, fully transferable, sublicensable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner any for any purpose, without in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to you or any third party.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES AND THE SERVICE CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND THE SERVICE CONTENT EACH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WE AND OUR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR ANY SERVICE CONTENT, AND YOU RELY ON THE SERVICES AND SERVICE CONTENT AT YOUR OWN RISK. ANY MATERIAL THAT YOU ACCESS OR OBTAIN THROUGH OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH OUR SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR

FROM OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

MOESIF, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF, OR INABILITY TO USE OUR SERVICES AND SERVICE CONTENT AND ANY LOSS RELATED TO CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL MOESIF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, SERVICE CONTENT, CUSTOMER DATA, OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Moesif ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF MOESIF'S SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF MOESIF'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH MOESIF'S SERVICES BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY SERVICE CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT (INCLUDING, SERVICE CONTENT) POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES.

UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF MOESIF ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES AND SERVICE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT YOU HAVE PAID TO US FOR YOUR USE OF THE SERVICES AND SERVICE CONTENT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR ACTION. IN ADDITION, IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNITY

You will indemnify and hold us, our agents, employees, directors, suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from any costs, damages, expenses, and liability caused by your use of the Services and Service Content (including your use of Customer Data with the Services), your violation of these Terms, or your violation of any rights of a third party through use of the Services or Service Content.

LEGAL NOTICES

The Services are controlled and operated from Moesif's office in the United States. Moesif makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States laws, state and local laws and regulations, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United State government.

Enforcement of these Terms will be governed by the laws of the State of California, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Services or Service Content will lie in the state and federal courts located in Santa Clara County, within the State of California, and you irrevocably agree to submit to the jurisdiction of such courts. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

If you are a California resident, you may report complaints, (in accordance with Cal. Civ. Code §1789.3), to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by writing to them at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

CONTACTING US

If you have any questions or concerns about our Services or these Terms, you may contact us by email at team@moesif.com.

PLATFORM SERVICES AGREEMENT

Last Updated: September 3, 2025

This Platform Services Agreement ("Agreement") is entered into on the last date signed on the applicable Order Form (the "Effective Date") between Moesif, Inc. with a place of business at 77 Van Ness Ave STE 101 #1513, San Francisco, CA 94102 ("Moesif"), and the Customer listed on the applicable Order Form ("Customer"). This Agreement includes and incorporates the applicable Order Form, the Data Processing Addendum (located at <https://www.moesif.com/dpa>), as well as the below Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Moesif will use reasonable commercial efforts to provide Customer the Service in accordance with the Service Level Terms attached hereto as Exhibit A for the fees listed on the applicable Order Form (the "Fees"). "Service" means the enterprise API analytics and monetization service provided by Moesif (including any corresponding SDKs, APIs, documentation or software that may be made available by Moesif in connection with such service ("Software")), as more fully described on the Order Form, and subsequent enhancements, updates and bug fixes to the foregoing made generally available by Moesif for no additional fee ("Updates"), but for clarity excludes Non-Moesif Products. "Non-Moesif Product" means a third party Web-based, mobile, offline or other software application that integrates with the Service, and that is clearly identifiable as such.

1.2 As part of the registration process, Customer will identify an administrative user name and password for Customer's account (the "Account"). Customer may use the administrative user name and password to create standard users (each with a user password) up to the maximum number permitted in the applicable Order Form. Moesif reserves the right to refuse registration of, or cancel passwords it deems inappropriate or not in compliance with Moesif's password policy specified on the website at the time of registration of the Account. Customer shall be responsible for the acts or omissions of any person who accesses the Service using passwords or access procedures provided to or created by Customer. Customer shall be responsible for all activities that occur under Customer's Account. Customer must provide true, accurate, current and complete information as requested during the Account creation process, and must also keep that information true, accurate, current and complete.

1.3 During the term of the applicable Order Form, Moesif will make available to Customer as part of the Service, all Updates and provide Customer with product support, as follows:

Customer can submit support inquiries via email at support@moesif.com or on the Moesif website 24 hours per day. Moesif standard support hours are 09:00 to 17:00 Pacific Time Monday through Friday for technical information, technical advice and technical consultation regarding Customer's use of the Service. Moesif will use commercially reasonable efforts to respond to all support inquiries tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Moesif or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Moesif hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer and Customer's users of the Software and Services may not remove or export from the United States or allow the export, re-export or transfer of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States including, but not limited to, those maintained by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (OFAC), or any other United States or foreign agency or authority. Customer agrees that it shall not, and shall ensure that its users shall not, export, re-export, or transfer any Services, Software or anything related thereto, or any direct product thereof, directly or indirectly, to jurisdictions that are subject to an embargo by the U.S. or other applicable governmental authorities (including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine) (the "Embargoed Countries"); (ii) any instrumentality, agent, entity, or individual that is located in, or acting on behalf of, or directly or indirectly owned or controlled by any governmental entity of, any Embargoed Country; (iii) the government of Venezuela, including any person or entity employed or owned or controlled, directly or indirectly, by any subdivision, agency, or instrumentality of the government of Venezuela; (iv) any organization, entity, or individual identified on any list of designated and prohibited parties maintained by governmental authorities in Canada, the United States, United Kingdom, or European Union ("Prohibited Party Lists"), including, but not limited to, the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, which are maintained by OFAC, or the Entity List, Denied Persons List, or Unverified List, which are maintained by the Bureau of Industry and Security of the U.S. Commerce Department; or (vii) any entity which is 50% or more owned, individually or in the aggregate, or controlled by persons designated on Prohibited Party Lists (collectively, a

"Sanctioned Party"). Customer and its users are not Sanctioned Parties. Customer understands and acknowledges that a violation of this Section by Customer shall be deemed a material breach of this Agreement and will entitle Moesif to terminate this Agreement immediately for cause.

2.3 As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.4 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Moesif's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Moesif against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Moesif has no obligation to monitor Customer's use of the Services, Moesif may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.6 The Service may allow you to integrate with third party software, which You should undertake at Your own risk. Moesif does not control or endorse any such third party software or services and is not liable for your usage of, or integration to such third party offerings. All such third party software or services are separately governed by the terms of those respective sites. You are solely responsible for ensuring that You comply with any terms of service or other agreements applicable to the third party offering and that it is fit for your purpose. Moesif makes no warranties or representations, express or implied, with respect to such third party software or services.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Moesif includes but is not limited to non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Moesif to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Moesif shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Moesif shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Moesif will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Moesif offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 Customer grants Moesif the right to use Customer’s company name and logo as a reference for marketing or promotional purposes on Moesif’s website and in other public or private communications with Moesif’s existing or potential customers, subject to Customer’s standard trademark usage guidelines as provided to Moesif from time-to-time.

4. PAYMENT OF FEES

4.1 Customer will pay Moesif the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services

exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Moesif reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Moesif has billed Customer incorrectly, Customer must contact Moesif no later than 15 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Moesif's customer support department at support@moesif.com.

4.2 Moesif may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Moesif thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Moesif's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. In the event Customer breaches this Agreement any pre paid fee is non-refundable

7. WARRANTY AND DISCLAIMER

Moesif shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Moesif or by third-party providers, or because of other causes beyond Moesif's reasonable control, but Moesif shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, MOESIF DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT**

MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND MOESIF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, MOESIF AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND MOESIF'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO MOESIF FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT MOESIF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Moesif's prior written consent. Moesif may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Moesif in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the

State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Moesif to serve as a reference account upon request. The Service may use Artificial Intelligence ("AI") to assist with functionality and automation of the Service. Customer prompts and AI responses are not used for training. Customer will be responsible for any data they provide to the AI and must ensure that no sensitive, confidential or personal data is included in the prompts or input. AI processing is performed solely to deliver the requested output and to operate and maintain the Service in accordance with this Agreement and applicable data protection laws. Outputs generated by the AI may not always be accurate, complete, or up to date. The Customer must review the AI-generated content and are responsible for any decisions made in reliance on such content. Moesif will implement appropriate technical and organisational measures to ensure that any AI processing complies with applicable data protection laws, including the GDPR, and does not result in automated decision-making that produces legal or similarly significant effects unless explicitly agreed otherwise.

EXHIBIT A

Service Level Terms

The Services shall be available 99.7%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Moesif's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Moesif's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Moesif will credit Customer 2.5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Moesif) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Moesif in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Moesif will only apply a credit to the month in which the incident occurred. Moesif's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Moesif to provide adequate service levels under this Agreement.