

Effective as of August 1st, 2021.

These Hackle terms of service ("Agreement") contains the terms for use of the Hackle service and is between Hackle, Inc. ("Hackle"), a Delaware corporation and the party agreeing to the terms of this Agreement ("Customer"). By clicking an "accept" or similar button or otherwise downloading or using the Hackle service, the person performing any of the foregoing represents that he/she is authorized to do so on behalf of Customer and Customer agrees to be bound by the terms of this Agreement. Customer may not use the Hackle service without agreeing to this Agreement first. If a written agreement regarding customer's use of the Hackle service exists between and has been executed by both Hackle and customer, the terms of that written agreement shall take precedence over this Agreement.

## **1. Definitions**

The definitions of terms used in these terms and conditions are as follows:

- "Service" refers to services provided to users through the company's website (<https://hackle.io>), and includes services that can A/B testing, feature management, incident detection, automatic-rollback, funnel analysis, and etc.
- "Member" means a customer who access the company's services, sign a contract with the company under these terms and conditions, and use the services provided by the company, who agree to these terms and conditions.
- "Visitor" means a customer who does not sign up as a member and wants to inquire or use the service provided by the company.
- "User" means a customer who use the services provided by the company, including members and visitors.
- "A/B testing" means that the current and changed version of the service provided by the member is targeted at the users of the service provided by the member during the same period.
- "Feature management" means the management of the release of changes to users of services provided by members to operate and improve services provided by members.
- "Incident detection" means detecting abnormal changes in the services provided by members, identifying the cause, and providing notifications to customers.
- "Automatic rollback" means that if a service provided by a member fails to operate normally due to the release of a specific change, the member automatically recovers the specific change in the service provided by the member.
- "Funnel Analysis" means the analysis of the user's journey using the services provided by the member with data.
- "Member ID" means unique information consisting of e-mail addresses, numbers, special characters, etc. entered at the time of membership or provided separately for the identification of members and the use of their members.
- "Fees" mean the payment that a member has to make to the company in return for using the service.
- "Settlement cycle" means the period of service use by members subject to monthly, yearly or specific period of time settlement of service fees.

- "Periodic payment" means that the member pays the service fee to the company in accordance with the settlement cycle agreed upon by the member when signing the service contract with the company every month or every year by using the selected service package.
- "Log data" means data collected for analysis of users using services provided by members.
- "Analysis" means collecting, storing, and processing data collected from the "Hackle SDK" and providing various indicators of services provided by members.
- "Hackle SDK" means a software library provided by a company to be installed on a member's website, mobile application or server for service use by a member.
- "Dashboard" means a website provided by the company to access and verify functions, information, announcements, etc. necessary for members to use the service.

The other terms are in accordance with the relevant laws and regulations and with the guidance by service.

## **2. Terms of Hackle Service**

- Hackle shall make the Hackle Service available to Customer and its Affiliates in accordance with this Agreement, and each Order, to the extent not in conflict with this Agreement or an Order or the Documentation. Subject to the terms of this Agreement, Hackle grants Customer and its Affiliates a world-wide, fully-paid, royalty-free, limited term, non-sublicensable, non-transferable (except as otherwise provided herein), and non-exclusive license to access, use, and download (for the SDK only) the Hackle Service solely for its internal business purposes.
- Any third-party component embedded, included or provided by Hackle for use with the Hackle Service may only be used in conjunction with the Hackle Service, and such use is subject to this Agreement.

## **3. Restrictions**

You may not (and agree not to, and not permit or enable others to), directly or indirectly; (a) copy, distribute, rent, lease, timeshare, operate a service bureau, or otherwise use for the benefit of a third party, the Services; (b) reverse engineer the Services (except to the extent applicable law prohibits restrictions on reverse engineering) or otherwise use it with the intention of abusing the Services or to create a competing product or service; or (c) remove any proprietary notices from the Services.

## **4. Ownership**

- As between the parties, Hackle shall retain all ownership rights in the Hackle Service, the technology, software, hardware, products, processes, algorithms, user interfaces and know-how related to the Hackle Service and all work developed or created by Hackle during the course of providing support or the Hackle Service to Customer ("Work Product") in each to the extent not constituting Customer Information (as defined below). Customer shall have or retain all ownership rights in the Customer Data and all data, text,

files, data, output, programs, files, information, or other information material that Customer or its Affiliates provides, develops, generates, creates, makes available or uses in conjunction with the Hackle Service (collectively, "Customer Information"). As applicable, Hackle hereby assigns and will assign all Customer Information to Customer. No license, right or interest in any Hackle or Customer trademark, copyright, trade name or service mark is granted hereunder.

- Hackle shall own any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Hackle Service.

## **5. Fees**

- Unless otherwise specified on an Order, the Fees (if any) shall be as stated in each Order and shall be payable in advance. In the event Customer is paying by credit card as indicated in an Order, Customer acknowledges that Hackle uses a third-party for the processing of such payments and that Hackle's credit card processor will have access to certain information provided by Customer as a result.
- For payments made by credit card, Customer's credit card will be charged at the time the Order is placed and thereafter, at the frequency listed in the Order, which will continue until this Agreement is terminated. For all other payment methods, fees shall be due and payable within thirty (30) days of the date of the invoice. Any payment not received from Customer by the due date may result in suspension of Customer's ability to access the Hackle Service until payment is made, provided that Hackle notifies Customer in writing of the delinquency and such delinquency is not corrected within ten (10) business days.
- Unless otherwise provided, Hackle's fees do not include any Taxes, and Customer is responsible for paying all Taxes arising from its purchases hereunder, excluding Taxes based on Hackle's net income, employees, or property. If Hackle has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount of such Taxes shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.
- The license granted hereunder is limited to the maximum number of Users licensed (where applicable). In the event Customer exceeds such usage, Hackle may charge Customer for such excess usage.

## **6. Representations and Warranties**

- Each party represents and warrants that it has all necessary right, title and authority to enter into and perform under this Agreement. Customer warrants that it has the rights to provide and use any and all Customer Data in accordance with the terms of the Agreement and the foregoing and its performance hereunder doesn't violate any laws.
- Customer represents and warrants that it is responsible for configuring the Hackle Service, including but not limited to determining what Customer Data is collected, stored, used, displayed, and/or exported through the SDK based on the private attributes or similar features in the Hackle Service.
- Except as expressly provided herein, neither party nor its licensors or suppliers makes any warranties of any kind, whether implied, statutory or otherwise, including any

warranties of merchantability or fitness for a particular purpose. Hackle does not warrant the operation of the Hackle service will be uninterrupted or error-free.

## **7. Limitation of Liability**

Under no circumstances and under no legal theory, including, without limitation, tort, contract, strict liability, or otherwise, shall company or its licensors be liable to you or any other person for (a) any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for lost profits, loss of goodwill, work stoppage, accuracy of results, computer failure or malfunction, damages resulting from your use of the software or (b) any amount in excess of \$100.

## **8. Term and Termination**

Company reserves the right at any time to suspend your access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event you are in breach of this Agreement, or (iii) in the event the Company detects abuse of the Services. Company may also terminate this Agreement and your access to the Services for convenience upon ten (10) days' prior written notice to you. Sections 1 through 7 shall survive termination of this Agreement.

## **9. General**

- The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.
- Hackle may provide notice of any fee increase by e-mail to Customer or by notifying Customer by the Hackle Service website interface or similar mechanisms.
- To the extent of any conflict between this Agreement and any other Exhibit or document referenced herein, this Agreement shall prevail unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or similar ordering document (other than a Statement of Work or other mutually executed order document expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. This Agreement represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- Either party may include the other's name or logo in customer or vendor lists in accordance with the other's standard guidelines. In addition, Hackle may refer to Customer's intended use of the Hackle Service in its marketing materials and on its websites as well as in discussions with Hackle customers, prospective customers, and industry and financial analysts. If you wish not to be included in public material, contact Hackle in order to opt out.
- No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the

objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

- Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to a natural disaster, actions or decrees of governmental bodies or communications failure which (i) hinders, delays or prevents a party in performing any of its obligations, (ii) is beyond the control of, and without the fault or negligence of, such party, or (iii) by the exercise of reasonable diligence such party is unable to prevent or provide against ("Force Majeure Event").
- Hackle may change this Agreement from time to time by posting the changes to this Agreement on this webpage and will indicate at the top of this page the date these terms were last revised. Hackle will also notify Customer of material changes, either through the Hackle Service user interface, in an email notification, or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Hackle Service or changes made for legal reasons will be effective immediately. Customer's continued use of the Hackle Service after the date any such changes become effective constitutes Customer's acceptance of the new Agreement.
- Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, (i) either party may assign this Agreement in its entirety (including all Orders hereunder), upon written notice to the other party, to an Affiliate or, to its successor in interest resulting from a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other party and (ii) Hackle may use subcontractors in the ordinary course of business. Any attempted assignment in breach of this Section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- Each party agrees to comply with all applicable regulations of the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time.
- This Agreement shall be governed exclusively by the internal laws of the state of Delaware, without regard to its conflicts of laws rules. Any dispute arising hereunder shall be brought exclusively in the courts located in the Delaware.