DEVREV TERMS OF SERVICE

These SaaS Platform Terms of Service and related attachments ("Agreement") are the terms and conditions for use of DevRev software products and services and documentation (collectively "Service", "Services" or "DevRev Services").

This Agreement is made by and between you/your organization and all of its employees and agents ("Customer" or "you") and DevRev Inc. a corporation with headquarters located at USA and our affiliates DevRev, Razvoj Programske Opreme, d.o.o., DevRev UV Cloud, Inc., DevRev Cloud India Private Limited and DevRev Gmbh, (collectively "DevRev", "we", "us" or "our"),

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY (i) CLICKING THROUGH INDICATING YOUR ACCEPTANCE; OR (ii) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT SO AGREE, YOU MAY NOT USE THE SERVICE.

1. ACCOUNTS, TERM, RENEWAL AND TERMINATION

1.1 Subject to the terms of this Agreement, DevRev will provide you the Services during the Term, in accordance with (i) the applicable ordering documentation or other purchase flow referencing this Agreement ("Order"), (ii) Security Measures https://security.devrev.ai/, (iii) Privacy Policy : https://devrev.ai/privacy-policy , (iv) Data Processing Agreement https://devrev.ai/legal/dpa and (v) the Service Level Agreement, if applicable to your level of service each of which is incorporated herein by reference and each of which may be updated from time to time provided that any such updates shall not materially diminish or adversely affect the Services provided as of the Effective Date.

1.2 An account ("Account") will be created for you using the information you provide on the Order. Your registration information must be accurate, current and complete. You must keep your registration current so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your Account, including Orders made or applications enabled (which may incur fees).

1.3 The term of any Services subscribed for under this Agreement ("Subscription Term") is as set forth in your Order. You will be liable for all the fees incurred under your Account during the Subscription Term.

1.4 This Agreement renews automatically for another term of equal length at the end of each Subscription Term, unless it is previously terminated by either party or a different plan and/or term is selected to take effect on the next renewal date. Terminations and downgrades require written notice at least thirty (30) days' prior to the renewal date. Cancellations or downgrades that are requested in the middle of a Subscription Term will be effective on the next renewal date; otherwise, full payment for the remainder of the Subscription Term will be due immediately.

1.5 Either party may terminate this Agreement upon thirty (30) days' written notice in the event of a material breach that is not cured within thirty (30) days after notice.

1.6 Customer may not terminate this Agreement for convenience and Customer will not be entitled to any refunds. In the event the Customer chooses to terminate the Agreement prior to the end of the term, Customer will be responsible for and shall immediately pay the entirety of the Subscription Fees due under the Order for the balance of the term.

1.7 If applicable, upon the expiration or termination of this Agreement, you will cease to use the Services and remove all references to DevRev from your websites.

2. LICENSE

2.1 For the term of this Agreement, DevRev grants to you a limited, non-transferable, non-exclusive right to access and use its proprietary, commercially available Service for your internal business use. The Service is made available to you and your users solely as a hosted service over the Internet. Unless required by applicable law, DevRev is not obligated to deliver or make available any copies of computer programs or code to you. You may not rent, lease, distribute, or resell the Service, or use the Service as the basis for developing a competitive solution (or contract with a third party to do so), or remove or alter any logos, branding, trademark, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings that are on or in the Service.

3. DATA SECURITY

3.1 DevRev has implemented and will maintain an information security program that uses appropriate physical, technical and organizational measures designed to protect Customer Data (as defined below) from unauthorized access, destruction, use, modification or disclosure, as described in its Security Measures.

3.2 Unless the parties have entered into a 'Business Associate Agreement,' Customer must not (and must not permit anyone else to) upload to the Platform (or use the Platform to process) any patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act.

3.3 Customer will also institute appropriate physical, technical and organizational measures designed to protect its own data, Customer Data and information systems.

4. CUSTOMER RESTRICTIONS

4.1 The Service is offered to you to help you with the operation of your business. You may not access the Service if you are a competitor of DevRev, or for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not, without DevRev's prior written consent, allow any employee or consultant to perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan.

4.2 You shall not to use the Service to (i) conduct any business that is unlawful; (ii) infringe or otherwise violate a third party's rights; (iii) collect information about third parties without their express consent; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) send spam or otherwise duplicative or unsolicited messages in violation of Law (as defined below); (vi) send or store infringing, obscene, pornographic, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (vii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (viii) facilitate or support any illegal activities through the use of the Services; (ix) facilitate or participate in any phishing scheme; (x) attempt to gain unauthorized access to the Service or its related systems or networks; or (xi) falsify the origin of an email by forging the sender address or email header.

5. SUSPENSION DUE TO HARM

DevRev may suspend your Account if it reasonably concludes that the activity of your account is unlawful or if you violate the provisions of Section 4.2 above.. If we suspend your access to the Service, we will use commercially reasonable efforts to notify you and to resolve the issues causing the suspension. DevRev shall not be liable to you or to any third party for any suspension under such circumstances. It is your responsibility to ensure that the contact information in your Account is accurate for reaching you or your representative.

6. FEES AND TAXES

6.1 Customer will pay all fees specified in the Order ("Fees")

6.2 All Fees payable by you to DevRev under this Agreement are exclusive of all federal, state, local and foreign taxes, levies and assessments. You are responsible for the payment of all such taxes, levies and assessments imposed on you or DevRev arising out of this Agreement, excluding any tax based on DevRev's net income.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 You retain all rights, title and interest to all the data that you, your employees or your app end users upload or submit to your account in the course of using the Service ("Customer Data"). You, not DevRev, shall have sole responsibility for the accuracy, quality, integrity, legality, deletion, correction, reliability, appropriateness, and intellectual property ownership or right to use the uploaded, submitted or exported Customer Data, and DevRev shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data, or any use or export of such Customer Data from your DevRev account. DevRev reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including non-payment or unlawful use of the Services, however this right shall not infringe upon a data subject's right under any applicable data protection laws. Upon termination for cause, your right to access or use Customer Data immediately ceases, and DevRev shall have no obligation to maintain or forward any Customer Data.

7.2 DevRev shall own all rights, title and interest in and to all intellectual property rights in the Service and software, and transactional and performance data. The license granted to you does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by DevRev.

8. UPDATES

DevRev reserves the right to enhance, update, or modify the Services with or without notice to you. At DevRev's sole discretion some upgrade and updates may be made available to you free of charge and some other features and functionalities may require additional fees if you choose to use them. There may be times when DevRev needs to remove or modify existing features or functionality of the Service or stop providing a Service. DevRev may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work, and support may not be available for preview or beta versions of features or Services. Features that are available in a preview or beta version may require a fee or plan upgrade in the final release.

9. CONFIDENTIAL INFORMATION

Confidential Information under this Agreement includes Customer Data and any information marked as confidential at the time of disclosure. Personally identifiable information is also considered confidential. Both parties agree to: (a) keep disclosed information confidential, (b) use it only to fulfill their duties or rights under the Agreement, and (c) protect it with at least reasonable care. Confidential information may be shared with employees or contractors on a need-to-know basis if they are bound by confidentiality agreements. Exceptions include information that is public, widely known in the industry, becomes public without fault, or is obtained from a third party with no confidentiality obligation. Confidential information may be disclosed if required by law. Information shared outside this Agreement (e.g., partnerships) is covered by any applicable nondisclosure agreement.

10. WARRANTIES AND DISCLAIMER

DevRev represents and warrants that (i) DevRev has all rights necessary to grant to you the rights set forth in this Agreement; (ii) the Services will perform substantially in accordance with the user manuals and/or technical requirements documents that are generally provided by DevRev in connection with the Service. EXCEPT FOR THE FOREGOING, THE SERVICES ARE PROVIDED "AS IS" AND DEVREV HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, SOFTWARE, DOCUMENTATION, DELIVERABLES AND OTHER MATERIALS AND/OR SERVICES. DEVREV DOES NOT WARRANT THAT OPERATION OF THE SERVICEs ARE OR WILL BE ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICE.

11. MUTUAL INDEMNIFICATION

11.1 DevRev will, at its expense, defend or at its option, settle any claim brought against you that the Service infringes any copyright, patent, trade secret, or any other proprietary right of any third party and will pay any final judgments awarded or settlements entered into; provided that you give prompt written notice to DevRev of any such claim and give DevRev the authority to proceed as contemplated herein. DevRev has the exclusive right to defend any infringement claim and make settlements thereof at its own discretion, and you may not settle or compromise such claim except with prior written consent of DevRev. You must give such assistance and information as DevRev reasonably requires.

11.2 In the event any infringement claim, action or allegation is brought or threatened, DevRev may, at its sole option and expense: (i) procure for you the right to continue use of the Service or infringing part thereof; (ii) modify, amend, or replace the Service or infringing part thereof, with other software having reasonably comparable capabilities; or, if neither of the foregoing is commercially practicable, (iii) terminate this Agreement and refund to you the prorated amount of the fees prepaid by you that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term.

11.3 The foregoing obligations will not apply to the extent the infringement arises as a result of: (i) any use of the Service in a manner other than as specified in this Agreement; (ii) any use of the Service in combination with other products, equipment, devices, software, systems or data not supplied by DevRev to the extent such claim is directed against such combination; or (iii) any alteration, modification or customization of the Service made by any party other than DevRev or DevRev's authorized representative if such infringement would not have occurred without such modification or combination.

11.4 This Section states the entire liability of DevRev with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

11.5 You shall indemnify, hold harmless and defend DevRev, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against DevRev or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by DevRev or any of its officers, directors, employees, agents or affiliates, arising out of or relating to allegations brought by any third party that (i) your use of the Services to your end users, or (ii) your breach of this Agreement, (iii) your negligence or willful misconduct in connection with the Service, or (iv) your violations of applicable law in connection with the Services.

12. LIMITATION OF LIABILITY

12.1. EXCLUDED CLAIMS: LIABILITY LIMITATIONS DO NOT APPLY TO (A) BREACHES OF CONFIDENTIALITY (EXCLUDING CUSTOMER DATA-RELATED CLAIMS), (B) INDEMNIFICATION OBLIGATIONS, OR (C) LEGALLY UNRESTRICTED LIABILITIES (E.G., GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT).

12.2. INDIRECT DAMAGES EXCLUSION: FOR ALL CLAIMS EXCEPT EXCLUDED CLAIMS, NEITHER PARTY IS LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR DATA, BUSINESS INTERRUPTIONS, OR DELAYS, EVEN IF PREVIOUSLY INFORMED OF POTENTIAL DAMAGES.

12.3. GENERAL LIABILITY CAP: FOR CLAIMS OTHER THAN EXCLUDED CLAIMS, EACH PARTY'S LIABILITY IS CAPPED AT THE TOTAL AMOUNT PAID TO DEVREV UNDER THE RELEVANT ORDER FORM(S) IN THE PREVIOUS 12 MONTHS.

12.4. DATA PROTECTION CLAIMS CAP: FOR DATA PROTECTION CLAIMS INVOLVING UNAUTHORIZED CUSTOMER DATA DISCLOSURE, LIABILITY IS CAPPED AT TWICE THE AMOUNT PAID TO DEVREV IN THE PREVIOUS 12 MONTHS.

12.5 NON-CUMULATIVE CAPS: THE LIABILITY CAPS ARE NOT CUMULATIVE; THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS CANNOT EXCEED THE DATA PROTECTION CLAIMS CAP, REGARDLESS OF THE ACTION TYPE OR IF THE CONTRACT'S LIMITED REMEDY FAILS ITS PURPOSE. THESE CAPS APPLY TO THIS AGREEMENT AND ANY RELATED AGREEMENTS.

12.6. THE PARTIES AGREE THAT THIS SECTION 12 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

12.7 THE APPLICABLE MONETARY CAPS SET FORTH ABOVE SHALL APPLY, ON AN AGGREGATED BASIS, ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING CUSTOMER'S USE OF THE DEVREV SERVICES ENTERED INTO BETWEEN DEVREV AND ANY CUSTOMER AFFILIATES".

13. COMPLIANCE WITH LAWS

13.1 DevRev does not, and will not provide you with any legal advice, directly or implied, regarding compliance with any applicable data privacy or other relevant laws, rules or regulations in the jurisdictions in which you use the Service ("Laws"). You understand that the Service can be configured and used in ways that do and do not comply with Laws and it is your sole responsibility to monitor its compliance and your employee's compliance with all relevant Laws.

13.2 Each party must comply with all Laws applicable to such party's activities in relation to this Agreement, including export control laws of the United States which are applicable to the Service.

13.3 Should you wish to use the Services in such a way to make you and your application(s) subject to other industry-specific regulations, you will be solely responsible for compliance with such regulations. Further, you may not use the Services in such a way that would subject DevRev to those regulations without obtaining DevRev's prior written agreement.

14. SEVERABILITY AND WAIVER

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

15. SURVIVAL

The sections titled "Fees" "Licenses," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," and "Limitation of Liability," and "General Provisions" will survive any termination or expiration of this Agreement.

16. GOVERNING LAW

Unless prohibited by law, this Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflicts of laws or its principles. you agree, in the event any claim or suit is brought in connection with the DevRev's provision of the Services to you, to submit to the jurisdiction of the state of California, and agree to the courts of Santa Clara County, California as the appropriate forum. IN NO EVENT MAY THIS AGREEMENT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

17. U.S. GOVERNMENT RIGHTS

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, shall be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

18. ASSIGNMENT; CHANGE IN CONTROL

This Agreement may be assigned by DevRev to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any actual or proposed change in control of you that results or would result in a direct competitor of DevRev directly or indirectly owning or controlling 50% or more of Customer shall entitle DevRev to terminate this Agreement for cause immediately upon written notice.

19. NOTICES

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by overnight courier or, in the case of notices to Customer, by email, addressed as follows:

To Customer: By email to the Account's primary email address (as may be updated by Customer from time to time).

To DevRev: DevRev, 300 Hamilton Avenue, 2nd Floor, Palo Alto, CA 94301, United States with a copy by email to legal@devrev.ai or to such other persons or places as DevRev may from time to time designate by written notice to Customer.