

EXHIBIT A: TERMS OF USE

This Terms of Use Agreement (Terms / Agreement) is made and entered by and between and Gappify, Inc. (Gappify) and Customer (as defined within the Software Order Form) to utilize Gappify's SaaS subscription services (Services) referenced within the Software Order Form. This document explains the terms that govern Customer's use of Gappify Services. By using the Services, the Customer agrees to be bound by these Terms.

USING GAPPIFY SERVICES

Both the Customer and any person using the Services on behalf of the Customer agree to use the Services in accordance with these Terms. Customer agrees that they will not use the Services contrary to these terms and applicable laws, including privacy laws. Customer will especially not:

- Try to undermine the security, integrity or availability of the Services,
- sell, resell or lease the Services,
- reverse engineer the Services, or
- attempt to create a similar service based on the Services.

Gappify may suspend providing the Services to the Customer or terminate Customer's account upon 15 days' written notice, if Gappify reasonably suspects that Customer violated these Terms. Gappify is dedicated to continually improving the Services. To that end, Gappify regularly updates the Services, sometimes adding, adjusting, or removing functionality. New limits may be added to the Services at any time, however Gappify will notify Customer of any new limit in advance. If such change reduces the functionalities provided under the applicable Ordering form, Customer may terminate this Agreement before such changes become effective without any penalty. Gappify may engage a certified third-party to conduct or assist with the setup and implementation services.

ACCOUNTS AND ADMINISTRATORS

Access to the Services requires a user account. An account may be assigned to a user by an account administrator. Account administrator will be able to access or disable user accounts. Customer is responsible for keeping user account information accurate, safeguarding the password, and will remain responsible for actions taken by Customer and their employees using assigned accounts. If Customer or an authorized user learns of, or suspects, any unauthorized use of their password or account, they should contact Gappify or their account administrator right away.

CONTENT

Customer may upload or submit content to the Services only if they have the right to do so. Customer will be responsible for any content they submit to the Services. Gappify may, but is not required to, monitor content that is submitted or uploaded to the Services, and Customer should not rely on Gappify to check such content's legality, accuracy, or completeness. Gappify may remove or refuse to display any content that it reasonably believes violates these terms. Services may also include content that is not

Gappify's, or that was uploaded or submitted to the Services by other users. If Customer uses or relies on this content, they do so at their own risk.

PROTECTING CUSTOMER'S CONTENT

Gappify takes commercially reasonable measures to safeguard the security, confidentiality and integrity of the Services and the content Customer uploads or submits to the Services. Gappify maintains robust security & organizational control measures, which shall be validated annually via external SOC audit.

CONFIDENTIALITY

For the purpose of these Terms the term "Confidential information" includes all information which is not generally known, belonging to, or otherwise relating to either party, regardless of the manner in which it is stored or conveyed to the other party, and which the owner has taken reasonable measures under the circumstances to protect from unauthorized use or disclosure. As relates to the other party's Confidential Information, both parties hereby agree (i) to keep Confidential Information in strict confidence, (ii) to undertake all reasonable measures to protect the confidence of Confidential Information, (iii) not to disclose, or otherwise make available, Confidential Information to any third party without obtaining prior written consent from the other party, (iv) to use Confidential Information only for the purpose specified during the disclosure, (v) upon termination of the Services to either return all Confidential Information and any and all copies, extracts or derivative works resulted from Confidential Information, or to destroy or erase all remaining copies of the Confidential Information regardless of the form or media on which the Confidential Information is stored.

UPDATES TO THE SERVICE

Gappify reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Services at any time, including adding or removing functionalities or features. Gappify will ensure that these changes do not adversely affect Customer's current Service level and wherever possible give Customer an advance notice on the changes. If Gappify ever plans on discontinuing or adversely changing the Services available to the Customer, Gappify will give Customer an appropriate advance notice to facilitate the transition period.

PROPERTY AND FEEDBACK

Using the Services does not give Customer ownership of, or any right to (other than the right to use described in these terms), any of Gappify's or its licensors' intellectual property. Any content supplied by Customer shall remain Customer's intellectual property and using the Services or providing the content shall not give Gappify or any third party ownership of, or any right to, such content. Customer's feedback helps Gappify to improve the Services and to develop new products and services. Gappify may freely use such feedback without any obligation.

TERMINATING SERVICES

This agreement is non-cancellable and non-refundable until the natural expiration of the Term outlined in the accompanying Software Order Form, except in the event of a material breach. Either party may terminate this Agreement in the event the other party commits a material breach of these Terms and such breach remains uncured for more than fifteen (15) days following the notice of the breach. If the Agreement is terminated for cause, Customer will be refunded a prorated amount of the Service fee for the remaining unused portion of the Service Term. Where reasonably possible, Gappify will give Customer an opportunity to retrieve or remove their content from the Services, or Gappify will provide such content to the Customer. Gappify will destroy any submitted content not otherwise retrieved by, removed by or provided to the Customer following such termination.

DISCLAIMER

SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, GAPPIFY DOESN'T MAKE ANY WARRANTY ABOUT THE SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION

Customer agrees to indemnify and hold Gappify (and its employees, officers, directors and affiliates) harmless from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of a third party claim made or brought against Gappify relating to: (i) Customer's use of the Services in violation of these Terms or (ii) any content that Customer uploads or stores in the Services.

Gappify agrees to indemnify and hold Customer (and their employees, officers, directors and affiliates) harmless from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to: (i) any act or omission by Gappify in the provision of Services or (ii) Gappify's violation of these Terms.

INFRINGEMENT CLAIMS

If Gappify believes the Services might infringe a third party's intellectual property rights, then Gappify will, at its expense: (i) obtain the right for Customer to continue using the Services, (ii) provide replacement functionality that is non-infringing, or (iii) modify the Services so that they are no longer infringing. If Gappify believes that none of these options are commercially reasonable, then Gappify may terminate Customers access to the Services and provide a prorated refund for the period the Services are unusable.

LIABILITY FOR THE SERVICES

TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NEITHER PARTY WILL BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, DATA, LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES

WERE POSSIBLE, AND (II) EITHER PARTY'S TOTAL LIABILITY FOR ANY CLAIM RELATING TO THESE TERMS IS LIMITED TO THE AMOUNT YOU PAID TO GAPPIFY FOR THE USE OF SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

TECHNICAL SUPPORT

If you experience a technical issue while using the Services that you are unable to resolve, you may email Gappify at support@gappify.com. Gappify will respond to support emails promptly.

MISCELLANEOUS

These terms govern the relationship between the parties only – they do not create any third party beneficiary rights. Any failure to exercise or enforce any right or the provision of this Agreement shall not constitute a waiver of such right or provision. Neither party will be liable for a failure to perform their obligations (excluding obligations to pay fees) as a result of a condition that is outside of their reasonable control (such as a natural disaster, war or Internet disturbance). These Terms make up the entire agreement between the parties relating to the Services. If a court decides that a portion of these terms is not enforceable, the rest of these Terms will not be affected. These Terms may be amended only with the written consent of both parties. These terms are governed by the laws of the State of Delaware, excluding its conflict of laws rules. In the event of a dispute, both parties agree to work together in good faith to try to resolve that dispute. All disputes relating to these Terms or the Services will be litigated exclusively in the federal or state courts of the County of New York, New York, and the parties consent to personal jurisdiction in those courts.