

Tech 42
Open Source Software Offering Terms of Use

Effective Date: February 2, 2026

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IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE OPEN SOURCE SOFTWARE. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME.

For and in consideration of the promises, covenants, and obligations set forth in these Terms, and other good and valuable consideration, the receipt of which is hereby acknowledged, Tech 42 and Customer hereby agree as follows:

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- 2. No Fees.** The Open Source Software are provided without charge. Tech 42 and Customer acknowledge and agree that the exchange of promises, covenants, and obligations set forth in these Terms is sufficient consideration to make these Terms binding on the parties.
- 3. Duration of Terms.** The term of these Terms shall begin as of your first of the Open Source Software and shall continue indefinitely, unless terminated by either party by providing ten days advance written notice to the other party for any reason or for no reason. Upon any termination of these Terms, for any reason, all rights and obligations of the parties hereunder and all Open Source Software shall cease, provided that (a) each party shall return or destroy the Confidential Information of the other party in its possession or under its control; and (b) Sections 1, 3, 4, 5, and 6 shall survive any termination of these Terms.
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 - 5.1.** EXCEPT AS PROHIBITED BY LAW, TECH 42, ITS LICENSORS, AND OTHER SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER, END USERS, OR ANY THIRD PARTY, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER IN CONTRACT OR TORT REGARDLESS OF WHETHER TECH 42 HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES, OR (B) AMOUNTS IN EXCESS OF ONE THOUSAND DOLLARS (\$1,000.00).
 - 5.2.** Notwithstanding the foregoing, each party shall be fully responsible for bodily injury, including death, or real or tangible personal property damage resulting from the negligent or intentional tortious acts or omissions of its personnel.

5.3. Customer acknowledges and agrees that the allocation of risks provided in these Terms are reflected in the fees charged, if any, for the Open Source Software, that Tech 42 is unable to test the Open Source Software under all possible circumstances, that Tech 42 cannot control the manner in which and the purpose for which Customer shall use the Open Source Software, and that the allocation of risks under these Terms are reasonable and appropriate under the circumstances. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 4 AND SECTION 5 ABOVE WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

6. **General Provisions.** These Terms shall be governed by and construed in accordance with the internal laws of the State of Georgia, U.S.A., without giving effect to any choice or conflict of law provision or rule. The parties agree that if any Section of these Terms involving proprietary rights are breached, the non-breaching party will suffer immediate and irreparable damage that will not be adequately compensated by money damages alone, and therefore, either party, in addition to any other legal or equitable remedies, shall be entitled to seek an injunction or similar equitable relief against such breach or threatened breach, without providing a bond. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or any breach of any other covenant. If any provision in these Terms is invalid or unenforceable, that provision shall be construed, limited, modified, or severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of these Terms shall remain in full force and effect. Neither party may assign, transfer or delegate any or all of its rights or obligations under these Terms, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign these Terms to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. 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