

UNLEASH TERMS OF SERVICE

Last updated April 10, 2025

Introduction

Thank you for using the Services (as defined below)

To be eligible to register for a Unleash account and use Unleash's Services, you must review and accept these terms of service (including any incorporated attachments, addenda and exhibits, collectively the "Terms") by clicking on the "Get License" button or other mechanism provided. PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR USING THE UNLEASH SERVICES, YOU AGREE TO AND ACCEPT: (1) THESE TERMS AND CONDITIONS WITH THE UNLEASH ENTITY INDICATED BELOW ("UNLEASH"), (2) OUR [PRIVACY POLICY](#) AND (3) THE [SOFTWARE LICENSE](#). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "GET LICENSE" BUTTON AND YOU SHOULD NOT USE THE UNLEASH SERVICES.

In these Terms, "you," "your" and "Customer" will refer to you as the end user of the Unleash Services. However, if you are registering for a Unleash account or using the Unleash Services on behalf of an entity or other organization that is the end user of the Unleash Services, then you are agreeing to these Terms for that entity or organization and representing to Unleash that you have the authority to bind such entity or organization to these Terms (and, in which case, the terms "you", "your" and "Customer" will refer to that entity or organization). The exception to this is if the entity or organization that is the end user has a separate contract with Unleash covering one or more accounts and use of the Unleash Services, that separate contract will govern the Unleash Services with respect to those accounts only. To use the Services, you must be at least 13 if you reside in the United States, and 16 if you reside anywhere else. If the Applicable Law where you reside requires that you must be older in order for Unleash to lawfully provide the Services to you without parental consent (including use of your personal data), then you must be such older age.

"Unleash" in these Terms is defined as:

- Bricks Software AS with an address at c/o Mesh Youngstorget Møllergata 6, 0179 Oslo, Norway, if you are located outside the United States
- Bricks Software Inc. with an address at 2261 Market Street STE 86259 San Francisco, CA 94114 if you are located in the United States

1. Certain Definitions

The following terms, when used in these Terms will have the following meanings:

- (a) Account: means the account you registered for by clicking "Get License" or other binding agreement between you and Unleash that includes the applicable Services, subscription fees and subscription term.

- (b) Affiliate: any business entity from time to time controlling, controlled by, or under common control with, either party.
- (c) Business Day: a day other than a Saturday, Sunday or public holiday in Norway when banks in Oslo are open for business.
- (d) Content: means all software, data, text, audio, video or images (in any form).
- (e) Customer Data: all Content (in any form) that is provided to Unleash or processed by the Services.
- (f) Documentation: means the description and instructions of the relevant Services made available by Unleash, including any technical information and documentation provided to Customer to modify and operate the Services.
- (g) Customer Environment: the network environment: (a) that is procured, hosted, operated and maintained by, and under the control of, Customer; and (b) into which Customer may deploy the Software for purposes of facilitating feature management in the Customer application or site.
- (h) Fees: the licence and other fees payable by the Customer to Unleash in accordance with 6.
- (i) Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or its Users relating to security of network and information systems, life-critical or safety critical systems and security breach and incident reporting requirements, all as amended or updated from time to time.
- (j) Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- (k) Major Release: any (a) new version of the Services which from time to time is publicly marketed and offered for purchase by Unleash in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product or (b) additional features or components made available by Unleash for extra charge.
- (l) Minor Release: release of the Services that corrects faults, adds functionality or otherwise amends or upgrades the Services, but which does not constitute a Major Release.
- (m) Self-Hosted Services: means the Software downloaded to and hosted in Customer's Environment and including related programs, functions and services provided by Unleash to Customer in addition to, but expressly excluding, the Unleash Core as set forth in the applicable Account, and any subsequent Minor Releases of the foregoing.

(n) Service Level Agreement or SLA: the service level agreement for (i) Subscription Services located at <https://www.getunleash.io/sla> (the “**PAYG SaaS SLA**”) and/or (ii) the Self-Hosted Services located at <https://www.getunleash.io/sla> (the “**PAYG Self-Hosted SLA**”, the PAYG SaaS SLA and/or the PAYG Self-Hosted SLA, as applicable, the “**SLA**”).

(o) Services: means the Self-Hosted Services, Subscription Services, Unleash Core and/or other products and services you subscribed for through your Account to be provided by Unleash to Customer.

(p) Software: the proprietary computer programs, source code and software used to operate the programs, functions and services provided by Unleash to Customer (including, as applicable, APIs, Documentation and technical support made available by Unleash to Customer in connection with such services) set forth in the applicable Account, including sample code, libraries, other Unleash Content and any Minor Release of the foregoing, excluding the Unleash Core or any other Unleash software made available under an open source licence.

(q) Subscription Services: means the cloud-based features management platform as a service offering, including related programs, functions and services provided by Unleash to Customer in addition to, but expressly excluding, the Unleash Core set forth in the applicable Account, and any subsequent Minor Releases of the foregoing.

(r) Unleash Core: the open source software component of the Unleash platform made available on the Unleash public GitHub repository and licensed under the terms of various published open source licence agreements or copyright notices accompanying such components.

(s) User (also referred to as a “Seat”): an individual (employee or contractor of the Customer) authorized by the Customer to access and use the Services on the Customer’s behalf. Each User is assigned unique login credentials for access via the UI, API, or SDK. A User represents a single, non-transferable seat that is uniquely tied to one individual on a monthly basis. Sharing login credentials between individuals is strictly prohibited to maintain security and protect system integrity.

1.2 Any capitalized terms not defined in these Terms will have the meanings attributed to them in the Account.

2. **Scope**

2.1 These Terms apply applies to Customer’s use of the Services offered by Unleash and described in one or more Accounts.

3. **Services**

3.1 Subject to the terms of these Terms and the applicable Account, and in consideration of the Fees paid by the Customer to Unleash, during the term of the applicable Account Unleash will make the Services available to Customer, and hereby grants Customer, for feature management purposes solely for Customer’s internal business operations, a limited, non-exclusive, non-sublicensable, non-transferable licence to access and use the Services in accordance with the licence permissions and other restrictions described in this Section 3 and the Software License.

- 3.2 To use the Services, you will be asked to create an Account. As part of the account creation process, you will be asked to provide your email address and create a password. Until you apply for an account, your access to the Services will be limited to what is available to the general public. When registering an Account, you must provide true, accurate, current and complete information about yourself as requested during the account creation process. You must also keep that information true, accurate, current and complete after you create your Account.
- 3.3 Customer shall (i) be responsible for its Users' compliance with these Terms, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Unleash promptly of any such unauthorized access or use, (iii) be responsible for Customer's and Users' use of any Customer Data including without limitation any use of Customer Data in violation of Applicable Laws and regulations, (iv) use the Services only in accordance with Applicable Laws and government regulations, (v) use the Services solely for Customer's normal business purposes (which shall not include allowing the use of the Services by, or for the benefit of, any person other than a User), (vi) comply with any usage limitations as detailed in the Account, (vii) back up any data and information used in conjunction with the Services separately and at regular intervals; (viii) comply with any licensing terms in connection with the Unleash Core, and (ix) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to use the Services, including the Customer Environment and (x) comply with the terms of the Software License. If individual consents are required to collect, use, transfer or otherwise process any Customer Data, including without limitation Customer Data subject to data privacy laws and regulations, Customer shall be solely responsible for obtaining all such consents.
- 3.4 Without limiting any other use restrictions set out in these Terms, Customer shall not at any time, directly or indirectly, and shall not permit any User to: (a) use or exploit the Services or any portion thereof to develop, maintain, participate in the development of, or support any competing platform or development tool, (b) make the Services available to anyone other than Users and promptly notify Unleash as soon as it becomes aware of any unauthorized use of the Services by any person, (c) sell, resell, rent or lease the Services, (d) interfere with or disrupt the integrity or performance of the Services or any Data contained therein, (e) attempt to gain unauthorized access to the Services or the underlying systems or networks (including by modifying the Software to remove any license key or other authentication requirement), (f) use the Unleash Content or any portion thereof as part of a logo or trademark, (g) remove, obscure, or alter any proprietary rights notices or licence text (including copyright and trademark notices) contained in the Services or Unleash Core, (h) take any action that would require Unleash or Customer to licence, distribute, or otherwise make available to anyone the Services or Unleash Core under different terms (e.g., by combining Services or Unleash Open Core with software subject to "copyleft" open source licences), (i) use or exploit the Services or Unleash Content or any portion thereof in any manner or for any purpose other than as expressly permitted by these terms, (j) put, or fail to prevent disclosure of, the Services into the public domain, (k) except as expressly set forth in Section 4(d) and 4(f) below, (i) copy, modify or create derivative works based on the Services or the Documentation, (ii) rent, lease, lend, sell, license, sublicense, publish, frame, mirror or otherwise distribute any part or content of the Services or Documentation, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part, or (iv) copy any content, features, functions or graphics of the Services, (l) use the Services to process sensitive personal data nor data which attracts elevated processing risks in any

applicable jurisdiction such as children's data, national ID numbers, payment card data, etc. without completing a data protection impact assessment and putting in place the technical and organisational measures required to process such personal data in compliance with all Applicable Laws, (m) include any Software in any discussion forums or elsewhere or (n) use temporary or publicly accessible email addresses or share User accounts among multiple individuals or disclose access credentials to any third party.

- 3.5 **Analytics Data and Feedback.** Unleash has the unencumbered right, title and license, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any suggestions or comments Customer provides for enhancements improvements, new features, additional functionality or any other feedback (collectively, "Feedback") with respect to the Services now or in the future. Feedback will not include any Customer Content or Customer Confidential Information. Unleash may aggregate, collect and analyse information relating to the provision, use and performance of the Services ("Analytics Data") and may use (during and after the term hereof) such information to develop and improve the Services and other Unleash offerings, including disclosure of such information to third parties in an aggregated and anonymized format such that no Customer nor any individual or household can be identified or re-identified.
- 3.6 **Changes.** Unleash may modify or republish the Services and reserves the right to discontinue individual features within the Services from time to time. If any such changes result in a material reduction of overall functionality of the Services without a comparable replacement, Unleash will endeavour to provide 30 days' notice of such changes to Customers via the account portal and/or via an email to the email address registered with the Account. If you don't agree to the changes, please cancel your account and stop using the Services before the changes become effective. Where applicable for Accounts with a subscription term longer than 30 days, if you object to the changes within 30 days after the notice was given, Unleash has the right to terminate these Terms with a notice period of 30 days, and we'll offer you a prorated refund of Fees based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the notice period or after the changes come into effect, you accept such changes.
- 3.7 **Third-Party Services and Software.** Unleash may make third-party software, Content and services available to Customer through the Services as a convenience. Third-party software, Content and services are not Services as defined in these Terms and Customer's acquisition and use of such third-party software, Content and services is solely between Customer and such third party. Customer is responsible for complying with all applicable third-party terms and for obtaining any licenses necessary to use any third-party Content in connection with the Services.
- 3.8 **Unleash Core.** Nothing in these Terms limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable open source license for the Unleash Core or any component of the Software offered under an open source license. The terms of any such open source license will be made available to you and the provisions of that license may expressly override some of these Terms.
- 3.9 **Preview Services.** From time to time, Customer may have the option to participate in proof of concept, free trials and/or programs whereby Customer is provided with the opportunity to access or preview services, products, features or documentation (collectively, "Preview

Services”) offered by Unleash free of charge for testing purposes. Any use of the Preview Services in conjunction with actual Customer Data and/or in a productive setting shall be at Customer’s sole risk. Preview Services are provided “as is”. Customer acknowledges and agrees that Unleash does not provide any indemnities, representations or warranties, express or implied, including warranties of merchantability, title, non-infringement, and fitness for a particular purpose, in relation to Preview Services, and in no event shall any representation, warranty or indemnity provided by Unleash to Customer herein apply to any Preview Services. Customer assumes all risks and all costs associated with its use of the Preview Services. Customer or Unleash may terminate Customer’s access to the Preview Services at any time without notice or liability.

4. Additional Customer responsibilities – Self Hosted Services Only

4.1 With respect to any Customer using the Self-Hosted Services, the Customer shall:

- (a) use and download the Software solely in the Customer’s Environment.
- (b) Comply with the Software License, including the Monthly Usage Reporting requirement.
- (c) install all Minor Releases as soon as reasonably practicable after such Minor Release is made available by Unleash.

5. Support

5.1 Subject to the Customer’s payment of the Fees related to support, and Customer’s compliance with these Terms, Unleash will provide the support services as described in the applicable SLA. Unleash may update or modify the SLA from time to time during the term of the Account. Unleash will provide you advance notice of any material revisions to the via the account portal and/or via an email to the email address Unleash has on file. If you don’t agree to the changes, please cancel your account and stop using the Services before the changes become effective. Your continued access or use of the Unleash Services constitutes your acceptance of any revisions to the SLA. Where applicable for Accounts with a subscription term longer than 30 days, if you object to the material changes within 30 days after the notice was given, the SLA remains unchanged until the next subscription renewal. Unleash then has the right to terminate these Terms with a notice period of 30 days, if it is not reasonable for Unleash to adhere to the old SLA and we’ll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date.

6. Fees

6.1 You agree to pay the subscription fees, additional usage fees and other fees (the “Fees”) set forth in your Account. Fees are quoted and payable in either United States Dollars or Euros depending on your location and payment obligations are non-cancellable and non-pro-ratable for partial months. Fees paid are non-refundable unless required by Applicable Law or as otherwise set forth in these Terms.

6.2 Billing. You can add Services from time to time in your Account. Unleash will automatically bill you from the date you commence Services and on each periodic renewal until cancellation or termination. If Customer is on an annual plan, Unleash will send you a notice email reminding

you that your plan is about to renew within a reasonable period of time prior to the renewal date. You are responsible for all applicable taxes related to your Account and the Services and Unleash will charge tax when required to do so.

- 6.3 **Changes.** We may change the Fees in effect on renewal of your subscription, to reflect factors such as changes to our product offerings, changes to our business, or changes in economic conditions. Unleash will give you no less than 30 days' advance notice of these changes via the account portal or to the email address associated with your Account. If you don't agree with the revised Fees, please cancel your account and stop using the Services before the updated Fees become effective. Where applicable for Accounts with a subscription term longer than 30 days, if you object to the changed Fees within 30 days after the notice was given, the Fees remain unchanged until the next subscription renewal. Unleash then has the right to terminate these Terms with a notice period of 30 days, and we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the notice period or updated Fees come into effect, you agree to be bound by the updated Fees.
- 6.4 Subject to certain credit requirements as determined by Unleash, Unleash may let you pay amounts due under these Terms in arrears. If Unleash lets you do that, you will make all of the payments due hereunder within thirty (30) days of the date of the invoice. Subject to the fee dispute resolution procedures below, if you are overdue on any payment and fail to pay within ten (10) business days of a written notice of your overdue payment, then Unleash may assess and you must pay a late fee and/or suspend your account until you pay the amount you are overdue plus the late fee. The late fee will be either 1.5% per month, or the maximum amount allowable by law, whichever is less.
- 6.5 **Fee Disputes.** You must notify Unleash in writing if you dispute any portion of any fees paid or payable by you under these Terms. You must provide that written notice to Unleash within sixty (60) days of the applicable charge and Unleash will work together with you to resolve the applicable dispute promptly. If you do not provide Unleash with this written notice of your fee dispute within this 60 day period, you will not be entitled to dispute any fees paid or payable by you.
- 6.6 **Suspension of the Service for non-payment.** If your use of the Unleash Services exceeds the amounts prepaid by you or if you fail to pay any amounts due by you, Unleash may suspend your account without prior notice to you. Unleash will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur with connection with any suspension of your account pursuant to this section.
- 6.7 **Credit Card Payment.** If you have elected to pay for the Services by credit card and Unleash does not receive payment from the credit card issuer, you agree to pay all amounts due Unleash immediately upon demand by Unleash. Each time you use the Service, you agree that Unleash is authorized to charge your designated credit card account (or other means of payment) for the applicable rate for the Services then in effect. Your agreement with your credit card issuer or bank governs your use of your credit card, and you must refer to that agreement to ascertain your rights and liabilities as a cardholder. It is your responsibility to provide Unleash with updated credit card information on a timely basis prior to the expiration or termination of the

credit card on file. Unleash shall not be responsible in the event your credit card limit is insufficient to cover payment.

7. Confidentiality and publicity

- 7.1 Confidential Information. As used herein “Confidential Information” shall mean all confidential or proprietary information disclosed orally or in writing by one party to the other that is identified as confidential or whose confidential nature is reasonably apparent. Confidential Information of Customer shall include without limitation Customer Data; Confidential Information of Unleash shall include without limitation all information relating to the Services and the Software and any SOC2 or other compliance or security reports made available by Unleash to Customer; and Confidential Information of each party shall include the terms and conditions of these Terms and all Accounts, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no fault of the receiving party; (b) was in the receiving party’s lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure or any breach of confidence; (d) is independently developed by the receiving party; or (e) is required to be disclosed by law as more particularly described in Section 7.3 below.
- 7.2 Protection of Confidential Information. Each party agrees to (i) hold the other’s Confidential Information in confidence, (ii) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and (iii) not use or disclose such Confidential Information other than in connection with the performance of its obligations hereunder or as otherwise authorized by these Terms. Notwithstanding the foregoing, either party may disclose any of the other party’s Confidential Information to its employees or consultants that have a need to know such Confidential Information in connection with such party’s performance under these Terms and that have agreed to be bound by confidentiality obligations similar to those in this Section.
- 7.3 Compelled Disclosure. The receiving party may disclose the Confidential Information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance), at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. If the receiving party is compelled by law to disclose the disclosing party’s Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- 7.4 Obligations on Termination. Upon expiration or termination of this agreement, each party will: (a) immediately cease all use of the other party’s Confidential Information (b) cease use of the Services immediately; and (c) permanently erase from computer memory, destroy or return to the other party the other party’s Confidential Information, as well as any copies thereof on any media or in any form. Notwithstanding the foregoing, each party may retain any data as required by Applicable Laws, regulations, court orders, subpoenas or other legal process. In addition, any failure of each party to return or destroy electronic copies of Customer Data that are automatically generated through data backup and/or archiving systems shall not be deemed to

violate the provisions of this Section, provided that such party shall not use such back-ups or archived copies for any purpose and such copies shall be subject to all confidentiality obligations set forth herein.

- 7.5 **Publicity.** No party shall make, or permit any person to make, any public announcement concerning these Terms without the prior written consent of the other party. The Customer hereby permits Unleash to use the Customer's logo and testimonial in Unleash advertising materials.

8. Applicable Laws

- 8.1 **Compliance with Laws.** Each party agrees to abide by all laws, ordinances and regulations (whether international, federal, state, local or provincial) ("**Applicable Laws**") to the extent applicable to its performance under these Terms.
- 8.2 **Export Laws.** Neither party shall export, directly or indirectly, any technical data acquired from the other party under these Terms (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States or European Economic Area export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

9. Warranties

- 9.1 **Customer Data.** Customer warrants to Unleash that you have the necessary right, title, license, consent, permission, waivers and releases to use, make available and distribute Customer Data in connection with its use of the Services.
- 9.2 Customer acknowledges that (i) the Services are an off-the-shelf product and have not been developed to meet the individual requirements of the Customer; and (ii) the Services are not intended for use with life-critical or safety-critical systems.
- 9.3 Unleash strives to provide great Services, but there are certain things that Unleash cannot guaranty. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE. Some countries don't allow the disclaimers in this paragraph, so they may not apply to you. For example, these disclaimers do not override the legal protections, including statutory warranties, granted to consumers by EU law.

10. Limits of liability

- 10.1 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY (A) LOST PROFITS OR REVENUES, LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT,

TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) FOR ERROR OR INTERRUPTION OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA, OR (C) FOR ANY AMOUNTS THAT EXCEED THE CUMULATIVE FEES INVOICED TO CUSTOMER UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION DOES NOT APPLY TO (I) CUSTOMER'S PAYMENT OBLIGATIONS, (II) TO CUSTOMER'S INDEMNIFICATION OBLIGATIONS, (III) TO A PARTY'S (1) FRAUD, OR WILLFUL MISCONDUCT; (2) NEGLIGENCE LEADING TO DEATH OR PERSONAL INJURY OR (3) A MATTER FOR WHICH LIABILITY MAY NOT BE EXCLUDED UNDER APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE AMOUNT OF FEES PAYABLE BY CUSTOMER TO UNLEASH HEREUNDER REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT UNLEASH WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE LIMITATIONS ON ITS LIABILITY CONTAINED IN THIS SECTION. THESE LIABILITY LIMITATIONS APPLY EVEN IF CONTRACTUAL REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

- 10.2 All references to a party in this Section 10 shall be treated as including all employees, subcontractors and suppliers of such party and their respective Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

11. Indemnity and Intellectual Property Rights

- 11.1 **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless Unleash against any Claims made or brought against Unleash: (i) by a third party alleging that the Customer Data or any other information provided by Customer to Unleash for use in connection with the Services, infringes or violates the intellectual property rights of a third party and/or (ii) a breach of its obligations under these Terms, and to indemnify Unleash from any damages finally awarded by a court of competent jurisdiction against Unleash or amounts agreed to in settlement in connection with any such Claims. Unleash shall: (a) promptly notify Customer in writing of the Claim; (b) ensure Customer has control of the defense and all related settlement negotiations relating to the Claim, provided however the settlement of any Claim shall not be made without advance written permission of Unleash, which shall not be unreasonably withheld; and (c) provide Customer with the assistance, information and authority reasonably necessary to perform the above. Unleash shall promptly provide Customer with written notice of any Claim which Unleash believes falls within the scope of this section. Unleash's failure to provide written notice to Customer shall not affect Customer's indemnification obligations hereunder except to the extent that Customer is materially prejudiced thereby. At any time after Customer becomes aware of any such Claim, Customer may procure for Unleash the right to continue to use the information for use in connection with the Services at its own expense. Unleash shall not be responsible for any delay or disruption to the Customer's use of the Services, including any damages stemming therefrom, caused by a Claim falling under this section.
- 11.2 The Customer acknowledges that all Intellectual Property Rights, and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Analytics Data, in the Services belong and shall belong to Unleash or the relevant third-party owners (as the case may be), and the

Customer shall have no rights in or to the Services other than the right to use them in accordance with the terms of these Terms.

- 11.3 Unleash acknowledges that all Intellectual Property Rights, and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, in the Customer Data belong and shall belong to Customer or the relevant third-party owners (as the case may be), provided that Unleash will have the right to use the Customer Data to perform its obligations under these Terms.

12. Data protection

- 12.1 Personal Data. Processing of personal data, if any, by Unleash for Customer is subject to the [Unleash Data Processing Addendum](#) which is hereby incorporated into these Terms.

13. Term, Termination and Suspension

- 13.1 Term. The term of these Terms will commence on the date these Terms are accepted by you and continue until your account is terminated as set forth below.
- 13.2 Termination and Suspension. You may terminate your Account at any time through the account management tools made available through the Services. Unleash may terminate or suspend your account on thirty (30) days' notice to you without cause, or, in the event you commit any material breach of any provision of these Terms and fail to fix that breach within five (5) days after written notice of that breach. Unleash may also terminate or suspend your account immediately for cause if: (a) you violate (or give Unleash reason to believe you have violated) the Software License; (b) there is reason to believe the traffic created from your use of the Unleash Services or your use of the Unleash Services is fraudulent or negatively impacting the operating capability of Unleash Services; (c) Unleash determines, in its sole discretion, that providing the Unleash Services is prohibited by law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Unleash Services; or (d) subject to Applicable Law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding. If Unleash suspends your account, Unleash will make a reasonable attempt to notify you. Note that, except if we terminate the Account without cause, no refund will be provided in the event of any suspension or termination of your Account, unless required by Applicable Law. If we terminate your Account without cause before the end of any fixed or minimum term you have paid us for, we'll refund the portion of the fees you have pre-paid but haven't received Services for.
- 13.3 Payment upon Termination. In no event shall any termination relieve Customer of its obligation to pay any Fees due and payable to Unleash for any period prior to the effective date of termination.
- 13.4 Survival. Upon termination of these Terms all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the Software License and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

13.5 Termination or expiry of these Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13.6 On termination for any reason:

- (a) all rights granted to the Customer under these Terms shall cease;
- (b) the Customer shall cease all activities authorised by these Terms;
- (c) the Customer shall immediately pay to Unleash any sums due to Unleash under these Terms; and
- (d) the Customer shall immediately destroy or return to Unleash (at Unleash's option) all copies of the Software and/or Unleash Content then in its possession, custody or control and, in the case of destruction, certify to Unleash that it has done so.

14. Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. Remedies

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

16. Entire agreement

16.1 These Terms comprise the entire agreement between you and Unleash with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Unleash, its agents or employees will create a warranty or representation.

17. Updates to Terms

17.1 We may revise these Terms from time to time to better reflect:

- (a) changes to Applicable Law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

17.2 If a change affects your use of the Services or your legal rights as a user of our Services, Unleash will provide you with 30 days' notice of such changes via the account portal and/or via an email to the email address Unleash has on file. If you don't agree to the changes, please cancel your account and stop using the Services before the changes become effective. Your continued access or use of the Unleash Services constitutes your acceptance of any revisions to the Terms.

Such revised Terms will supersede prior versions. Where applicable to Accounts with a subscription term longer than 30 days, if you object to the changes within 30 days after the notice was given, the Terms remain unchanged until the next subscription renewal. Unleash then has the right to terminate these Terms with a notice period of 30 days, if it is not reasonable for Unleash to adhere to the old Terms and we'll offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date.

18. Severance

- 18.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.
- 18.2 If any provision or part-provision of these Terms is deemed deleted under Section 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Third-party rights

- 19.1 A person who is not a party to these Terms shall not have any rights to enforce any term of these Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that act.

20. No partnership or agency

- 20.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Force majeure

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate these Terms by giving 30 days' written notice to the affected party.

22. Notices

- 22.1 Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to you must be sent to your email or other address as set forth in your Account. Notices to Unleash must be sent to the following address:

Bricks Software AS with an address at Edvard Storms gate 2, 0166 Oslo, Norway Attention: Legal

Bricks Software Inc. with an address at 2345 Yale Street, Palo Alto, California 94306 USA
Attention: Legal

- 22.2 A copy of legal notices to Unleash, which shall not constitute notice, shall also be sent to legal@getunleash.io.

23. Governing law and jurisdiction

- 23.1 These Terms will be governed by the laws of the State of Delaware, USA, exclusive of its rules governing choice of law and conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply. All disputes arising out of these Terms will be subject to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware and the Parties hereby consent to the personal jurisdiction of these courts. In the event of actual or threatened breach of confidentiality obligations, the non-breaching Party may seek specific performance, immediate injunctive and other equitable relief in any competent court without prejudice to any other rights or remedies.

24. Assignment

Neither party may assign or otherwise transfer these Terms, in whole or in part, without the other party's prior written consent except that Unleash may assign these Terms without consent (i) to a successor to all or substantially all of its assets or business; or (ii) to an Affiliate. Any attempted assignment, delegation or transfer by either party in violation hereof will be null and void. Subject to the foregoing, these Terms will be binding on the parties and their respective successors and assigns.

25. Interpretation.

For purposes hereof, "including" means "including without limitation".