JIT TERMS OF SERVICE
Last updated: May 1, 2025

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("**CUSTOMER**" OR "**YOU**"), REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND THE CUSTOMER TO THESE TERMS OF SERVICE (THESE "**TERMS**" OR THIS "**AGREEMENT**"). UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF JIT PRODUCTS AND SERVICES, THESE TERMS OF SERVICE GOVERN YOUR RIGHTS TO USE THE JIT PRODUCTS AND SERVICES. BY CLICKING, CHECKING A BOX OR EXECUTING AN ORDER INCORPORATING THESE TERMS, OR BY USING THE SERVICES, YOU ARE ASSENTING TO AND ACCEPTING THESE TERMS, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN CUSTOMER AND JIT, INC., A DELAWARE CORPORATION, OR, TO THE EXTENT SET OUT IN THE ORDER, ITS APPLICABLE AFFILIATE (COLLECTIVELY, "**JIT**", "**COMPANY", "WE", "US**", OR **"OUR"**). IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN CUSTOMER SHALL NOT ASSENT OR ACCEPT THE TERMS, AND CUSTOMER WILL NOT BE AUTHORIZED TO ACCESS OR USE THE PRODUCTS OR SERVICES. THESE TERMS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER ACCESSES OR USES THE PRODUCT OR SERVICE.

These Terms, together with any Order, Jit's Privacy policy available at privacy-policy, Jit's Copyright Policy available at copyright-policy the Jit modern slavery & human trafficking transparency statement available at modern-slavery-act and any other policies, agreements or terms incorporated by reference govern your use of Jit's Services, Platform and Website, as amended by Jit from time to time.

1. **Definitions**
    1.1. "**Account**" means an online account registered by You (including via SSO) for the purpose of using the Services.
    1.2. "**AI Models**" means third-party large language models and/or foundational models.
    1.3. "**Content**" means any files, data, material and information submitted, uploaded and stored by Customer through the Services, including Input, Repository Content and any Customer source code that is provided by Customer to Jit in connection with the Services.
    1.4. "**Developers**" mean individuals authorized to access the Services through the same Account, which may include, for example, Your employees, contractors and agents.
    1.5. "**Fees**" shall mean any fees Jit charges you in connection with your access and/or use of the Platform and/or Services.
    1.6. "**Input**" means prompts or input shared with the Services or Platform to generate Output.
    1.7. "**Order**" means the order form or any other ordering document (including any SOW) executed by the parties or accepted by Jit or a channel reseller, marketplace or partner authorized by Jit ("**Authorized Reseller**") that identifies the Customer: offering or services ordered, quantity based on the applicable unit metrics (e.g. number of seats), price and Subscription/Order Term.
    1.8. "**Open Source**" mean open source, copyleft or community source code (including but not limited to any libraries or code, software, technologies or other materials that are licensed or

distributed under GPL, LGPL, Apache, MIT or similar license arrangement or other distribution model described by the Open Source Initiative at www.opensource.org.

1.9. "**Output**" means output, including risk reports, security findings or other evaluation contents generated by the Platform and Services based on Your Input and the AI Models.

1.10. "**Platform**" means Company's proprietary, AI-powered DevSecOps Orchestration platform as hosted on a third party cloud service and made available as part of a Subscription to the Services.

1.11. "**Professional Services**" means professional services provided by Jit that are complementary to its Subscription and the Services, which may include consulting, implementation, training, and support services on how to optimize the use of the Services, all as detailed in the Order, any separate Professional Services plan(s) by Jit or another agreement between You and Jit.

1.12. "**Repository Content**" means Content stored by Customer in repositories kept in Customer's account(s) with Third Party Services providers, including GitHub.

1.13. "**Services**" means any of Jit's applications, products, services, documentation, and software made available through the Platform, per the scope of your Subscription or Order.

1.14. "**Subscription**" means Customer's subscription to, access and use of the Services and Platform for the Subscription Term.

1.15. "**Subscription Term**" means the period of time identified in the applicable Order or expressly authorized in writing by Jit.

1.16. "**Third Party Services**" mean any service, products, software or application that is provided by a third party to You and interoperates with or is made available in connection with the Services or our Website. Such Third Party Services may be offered via a dedicated website, API or protocol (including MCP (model context) or A2A (agent to agent) protocols, are distinct from the Services and are subject to such third party's terms and conditions and/or other agreements or policies between You and such third party.

1.17. "**Use Data**" means data relating to Your use of the Platform and Services, including but not limited to information related to:
1) statistical data, device generated reports and audit logs; and
2) settings, preferences chosen, and resource usage.

1.18. "**Website**" means Jit's website located at https://www.jit.io/.

2. **Account Registration**

2.1. **Establishing an Account**. You must register and establish an Account in order to use Jit's Services. Following the initial registration of an Account you will have the ability to access the Platform and use the Services, subject to the Access/User rights in Section 3 below.

2.2. **SSO**. You can register an Account via single sign-on ("**SSO**") by logging into your account with certain Third Party Service accounts, including GitHub and Google (each such account, an "**SSO Account**"), as described below.   As part of the functionality of the Services, You may link your Account with Your SSO Accounts, by either: (i) providing Your SSO Account login information to the Company through the Services; or (ii) allowing the Company to access Your SSO Account, as

permitted under the applicable terms and conditions that govern Your use of each SSO Account.

By registering an Account through SSO, You represent that you are entitled to disclose your SSO Account login information to the Company and/or grant the Company access to your SSO Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable SSO Account and without obligating the Company to pay any fees or making the Company subject to any usage limitations imposed by such Third Party Service Providers.

2.3. **Account Information**. You must safeguard and not disclose your Account username and password (or those of your Developers) and you must supervise the use of such Account. You must provide us accurate and complete information in order to create an Account. You agree to keep your Account information up to date and accurate. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT DEVELOPER NAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of your Account or any other breach of security.

2.4. **Administrator**. When you initially register for and create an Account, You are, or a party that You authorize is the Account administrator ("**Administrator**"). For paying Customers, Administrators may authorize additional Developers to access the Services through the same Account, subject to any maximum Developer limitation set out in your Subscription plan (as set out in the Website or an Authorized Reseller's website) or Order with Jit. These Terms apply to any of Your Developers.

2.5. **Access Rights**. The Administrator is responsible for Developers' access to the Services. Depending on the types of access rights the Administrator grants to Developers, Developers may be able to delete, copy, or view the Content and data accessible in Your Account and subscribe or unsubscribe to Services or specific features thereof. It is the Administrator's sole responsibility to add or remove access rights to Your Developers. We are not responsible for the internal management or administration of the Services, and You are solely responsible for Developers' compliance with these Terms. A violation of any provision of these Terms by a Developer may result in the termination of an Administrator's or any Developer's access to the Services. If you choose to close or terminate your access to the Services, Developers will no longer be able to access such Service or any of the Content within such Services.

2.6. **Communications**. Jit may from time to time send you communications, unless you have opted not to receive them.

2.7. **Deletion of Account**. You may delete your Account at any time. Any Content and other information and data entered into the Platform though the Services may be permanently deleted if you delete the Account.

3. **Access/Use Rights and Restrictions**
   3.1. **Access/Use Right**. Subject to the terms of the Agreement and payment of applicable Fees, Jit

grants You a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to access and use the Platform and Services during your Subscription Term; and (2) access and use the Website, all up to the number of Developers or units, and subject to the limits, included in the Order solely for Your internal business purposes as expressly permitted herein. The Services are licensed, not sold.

3.2. **Service Updates**. We may update the Services from time to time, including adding, removing or modifying functions and Third Party Services, provided that we will notify you via the Website or Platform about any material changes (as determined by the Company).

3.3. **Restrictions**. As a condition for the access and use rights granted to Customer hereunder, Customer must not, and must nor grant or enable any other party to (a) sell, resell, or lease the Services, or use the Services in any time sharing or service bureau arrangement (b) access or attempt to access the Services by any means other than the interface Jit provided or authorized; (c) circumvent any access or use restrictions put into place to prevent certain uses of the Services; (d) use the Services to store, share or transmit Content which is unlawful, infringing, harmful or which violates any person's rights, including privacy rights and intellectual property rights; (e) attempt to disable, impair, overburden, or damage the Services, Platform or Website; (f) copy, modify, create a derivative work of, reverse engineer or decompile the Services or any part thereof, or attempt to extract the source code of the Services or Output or any part thereof, (g) engage in any activity that disrupts or interferes with the Services or Platform's operations; (h) represent that Customer or any third party possesses any proprietary interest in Platform, Services, Website or any part or derivative thereof (other than Output); (i) directly or indirectly, take any action to contest Company's intellectual property rights or infringe them in any way; (j) except as specifically permitted in writing by Company, use the name, trademarks, trade-names, and logos of Company; (k) remove the copyright, trademark and other proprietary notices contained on or in the Platform, Website or Jit's documentation; (l) take action, directly or indirectly, to register Company trademarks (or their variation), domain names, or copyrights in its own name; (m) exceed the number of units or Developers set out in Your subscription plan or Order without Jit's consent and payment of Fees or otherwise access the Services or Platform in a manner intended to avoid incurring Fees; (n) access or use the Services or the Output to build, train or improve a competing product or service, or use the Services for benchmarking without Jit's prior written consent or (o) attempt or assist anyone in doing any of the foregoing.

3.4. **Use Limitations**. We reserve the right to enforce usage limits to any Services or resources, including any Company API, at our sole discretion (for unpaid Services) or in accordance with your subscription plan or Order (for paid Services), with or without notice, which may result in us disabling or throttling your usage of the Services for any amount of time.

3.5. **Data Retention; Storage and Backup**. Jit will only retain Your Content during the Subscription Term as required for Jit to securely analyze and assess Customer's code and provide Customer with the Services as permitted hereunder (including Output generation, and all usages permitted under Sections 6.2 and 6.6), and will delete such Content promptly after fulfilment of said purposes. The Services are not intended to, and will not, operate as a data storage or

archiving product or service, and you agree not to rely on the Services for the storage of any Content whatsoever. You are solely responsible and liable for the maintenance and backup of all Content and any Output as a result thereof. You must create backups of Your data, and Jit shall have no responsibility or liability in respect of any loss off or damage to any Content, other than as expressly set forth herein or in express written agreement between You and Jit..

4. **Trial and Pre-Release Services**

    4.1. **Trial Services and Pre-Release Services**. The Company may offer, from time to time, certain of its services on free trial versions ("**Trial Services**"). The Company reserves the right to modify, cancel and/or limit Trial Services at any time and without liability. In addition, the Company may offer, from time to time, certain alpha or beta versions of its services and products (the "**Pre-Release Services**"). Pre-Release Services are services or products that are still under development, and as such they may be incomplete, may contain bugs, suffer disruptions and not operate as intended and designated.

    4.2. **Specific Terms**. Notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Services and Pre-Release Services (i) Trial Services and Pre-Release Services are made available hereunder on as "As-Is" and "As Available" basis, without any warranties, express or implied, of any kind; and (ii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE COMPANY OR ITS AFFILIATES, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS AS THEY RELATE TO TRIAL SERVICES AND/OR PRE-RELEASE SERVICES, EXCEED A TOTAL AGGREGATE OF US $100. The Company makes no promises that any Trial Service and/or Pre-Release Services will be made available to the Customer and/or generally available.

5. **Fees and Payment**

    5.1. **Fees**. The Fees for any paid Services, and any additional applicable terms and conditions, including the payment terms and any overage terms, are detailed Your Subscription plan or Order with Jit. The Fees do not include taxes and shall be paid without deduction. Except for Jit's income tax, all taxes are the responsibility of Customer. Jit will charge such tax to the extent required and permitted by law. Unless otherwise stated in the Agreement or required under mandatory local law, Fees are non-refundable.

    5.2. **Authorized Reseller.** Customer authorizes Jit or its Authorized Resellers, or any of Jit's authorized billing Third Party Service providers to bill Customer for the Services in accordance with the Order or Subscription plan. Charges will be made either in advance or in arrears as provided in the Order, and are made either monthly, annually or in any other billing frequency as set out in the Order or Subscription plan.

    5.3. **Billing Information.** Customer is responsible for providing complete and accurate billing and contact information and to update Jit of any changes to such information.

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6. **Intellectual Property**

6.1. **Your Ownership of Your Content**. As between us, You are and shall remain the exclusive owner of Your Content and are solely responsible for protecting Your Content. While Jit implements data security programs and measures as detailed on the Website on [Jit Platform Security](#) and as updated by Jit from time to time at its discretion, Jit shall not be liable if You fail to configure, or misconfigure, Your misuse and inadvertently allow unauthorized parties to view your Content.

6.2. **Content License**. You hereby grant Jit a worldwide, non-exclusive, limited, non-transferable and non-sublicensable (other than to Jit's affiliates and Third Party Service providers involved in the provision of the Services), royalty-free right and license for the Subscription Term (i) to use, modify, publish, translate, copy and host the Content; (ii) share the Content (including source code you share with Jit, including as Repository Content) with certain AI Models hosted by Third Party Service cloud infrastructure providers (currently AWS Bedrock, but not limited to it) ; and (iii) access Your accounts with Third Party Services providers containing Your Repository Content, and collect, copy and use the Repository Content stored therein, each of the foregoing (i)-(iii), solely to permit us to perform the Services, improve the Services (solely as being provided to You), provide You with support and maintenance and enforce Jit's rights and policies. For the avoidance of doubt, Jit shall not use Your Content to train any AI Models or permit AI Models to train on the Content without your prior written consent.

6.3. **Use Data**. You grant Jit a worldwide, perpetual, non-exclusive, non-sublicensable and non-transferable, royalty-free, license to monitor Your and Your Developers' use of the Platform and Services and collect, and analyze Use Data, in order to perform the Services (including generation of analytics and reports) and provide You with access to the Website, to improve our Services and Website, and to create new products and services, provided that the aforementioned Use Data will be anonymized and/or aggregated and not identify You, You Developers or any other individual, and will not contain any of Your source code.

6.4. **Feedback**. To the extent You provide us any feedback, comments or suggestions ("**Feedback**"), you grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Services or any of our current or future products or services.

6.5. **Open Source**. If any of the Services is offered under an Open Source License, we will make the license available to You and the provisions of such Open Source License shall apply notwithstanding any provisions to the contrary under these Terms.

6.6. **AI Provisions.** Customer may elect to provide the Platform with Input at its discretion, which, in operation with the AI Models, and based on your Input, will generate Output. Subject to Customer's compliance with the Agreement, Jit relinquishes all rights it might have in the Output, and hereby assigns to You all its right, title and interest in and to the Output, without making any representation or warranty as to the nature of such rights, title and interest. You acknowledge that due to the nature of machine learning and the underlying AI Models, the Services may generate similar or identical output for users providing similar content or input and understand that such output generated for other users will not be owned by You. You should evaluate the accuracy of the Output in each case, including conducting human review as

necessary, and not rely on it as professional advice or a sole source of knowledge.

6.7. **Retention of Rights**. All rights not expressly granted to You under these Terms are reserved by Jit and its licensors. Without detracting from the foregoing, Jit and its licensors retain all rights, title, and interest in the Services, Platform and Website any derivative, enhancement or modification thereof, and any related intellectual property rights.

7. Other Products and Services

We may allow you to integrate your Account with, or the Services or Website may otherwise provide access or be integrated with, Third Party Services. In addition, the Services or certain features and functionalities thereof may, at Your election, access and use Third Party Services and data via API or protocols such as MCP and A2A. Such Third Party Services are distinct from the Services. The Third Party Services are beyond Jit's control, and Jit disclaims any liability, warranty or responsibility for the Third Party Services (including AI Models). We will not be responsible for any act or omission of the third party that provides the Third Party Services, including such third party's access to or use of Your Content, and we do not warrant to or support any Third Party Services. We do not endorse any advertising, products or other materials on or which is available from such third party resources. You retain sole responsibility for any collaborators or Third Party Service providers that you allow to view the Content and entrust them at your own risk. You shall be responsible for compliance with third party's terms of service and privacy policies.

8. Data Protection and Privacy

Your Content should not include any personal data, as defined under applicable laws, other than as necessary for our provision of the Services. Jit will process your personal data in accordance with our Privacy Policy (as amended by Us from time to time) and applicable laws. If required by law or agreed upon, we shall enter into a Data Processing Agreement (DPA) regarding the personal data you share with Us.

9. Warranties; Disclaimer of Warranty.

9.1. Customer hereby represents, warrants and undertakes that: (i) Customer will use the Platform, the Services, the Output and Website in compliance with any and all applicable law(s), rules(s) or regulation(s) (whether in the United States or other countries), including with regards to data privacy, export control and intellectual property rights; and (ii) Customer has all consents, rights and authority to provide and submit any and all Content, including provision of Input, without infringing the rights of any third party.

9.2. To the extent Your Subscription is under the Enterprise Subscription plan or under an Order, Jit represents and warrants that: (a) during the Subscription Term the Services will materially conform to any technical specifications provided to Customer by Jit; (b) to the extent any Professional Services are delivered, such Professional Services will be performed in a professional and workmanlike manner; (c) Jit will use industry standard practices designed to detect and protect the Services and Platform against any viruses, "trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use,

disclosure, modification or destruction of information within the Services and Platform or interference with or harm to the operation of the Services or any systems, networks or data, and scan the Services and Platform on a regular basis; and (d) the Services, and Customer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Content or any software, documentation, information or other materials integrated, networked or used by Customer with the Services, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

9.3. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.2, THE SERVICES, THE PLATFORM, THE OUTPUT AND THE WEBSITE ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ALL TIMES. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD PARTY SERVICE PROVIDER. OTHER THAN AS EXPRESSLY STATED IN THESE TERMS WE DO NOT WARRANT THAT THE SERVICES, PLATFORM OR WEBSITE WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS. JIT TAKES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR THIRD PARTY SERVICES.

FURTHERMORE, YOU ACKNOWLEDGE THERE ARE NUMEROUS LIMITATIONS WHICH MAY APPLY WITH RESPECT TO THE OUTPUT, ARISING DUE TO REASONS SUCH AS THE NATURE OF GENERATIVE AI AND MACHINE LEARNING TECHNOLOGIES, THE AI MODELS AND THEIR UNDERLYING TRAINING DATA AND THE INPUT, INCLUDING BUT NOT LIMITED TO ERRORS, HALLUCINATIONS, REPETITIVE, NONSENSICAL OR FORMULAIC CONTENT, OR OUTPUT WHICH IS BIASED OR OTHERWISE INACCURATE OR OF POOR QUALITY. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR FITNESS OF THE OUTPUT FOR CUSTOMER'S PARTICULAR PURPOSES, AND DISCLAIMS ANY LIABILITY ARISING FROM CUSTOMER'S OR THIRD PARTIES' RELIANCE ON OUTPUT. THE COMPANY FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE AI MODELS OR THE INPUT, AND CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE INPUT, INCLUDING ITS CONTENT, ACCURACY, INTEGRITY, LEGALITY AND COMPLIANCE, THAT IT SHOULD EVALUATE THE OUTPUT ON A CASE BY CASE BASIS AND MAY RELY ON IT AT ITS SOLE RISK AND RESPONSIBILITY.

9.4. Customer's sole and exclusive remedy for a breach of warranties is for Jit to reperform the services such that they are compliant with the express warranties included herein.

10. **Limitation of Liability**

10.1. OTHER THAN THE EXCLUSIONS SET OUT IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL PUNITIVE OR EXEMPLARY DAMAGES OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, COSTS, EXPENSES,

PAYMENTS, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION, OR FROM CUSTOMER'S RELIANCE ON THE OUTPUT OR OTHER MATERIALS ORIGINATING FROM THIRD PARTIES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF THE APPLICABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. SUBJECT TO 10.3, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, TO THE SERVICES OR WEBSITE EXCEED THE HIGHER OF (1) $1,000; OR (2) FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE 12 MONTHS PERIOD PRECEDING THE LAST EVENT GIVING RISE TO THE CLAIM.

10.3. THE FOREGOING LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW OR IN THE EVENT OF A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, CUSTOMER'S PAYMENT OBLIGATIONS TOWARDS THE COMPANY, FRAUD, WILLFUL MISCONDUCT, OR THE INDEMNIFICATION OBLIGATION HEREUNDER.

11. Indemnification

You will indemnify, defend, and hold harmless Company, its affiliates, resellers, employees and agents from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of any claim, demand, suit or proceeding by a third party alleging that your Content or your use of the Services or Website (1) infringes or misappropriates a third party's intellectual property rights or (2) violates applicable law or the privacy rights of third parties.

12. Term and Termination

12.1. **Term**. This Agreement shall continue for the Subscription Term (including any renewal), or until such time this Agreement is terminated in accordance with this Section 12.

12.2. **Auto-Renewal**. Subject to your specific subscription plan or anything to the contrary in an Order, Your subscription will automatically renew for the same offering or services for an identical period to your then current Subscription Term. To cancel such automatic renewal, you must unsubscribe to the Services at least 10 days prior to the end of the applicable Subscription Term, or as otherwise stated in your online subscription plan or in an Order, in such case the Services shall terminate as of the expiration of the then-current Subscription Term.

12.3. **Termination and Suspension**. You may stop using the Services at any time and we will delete your Account upon such request. We may suspend or terminate your access to the Services at any in case **of** non-payment or delay thereof, if we reasonably suspect do not comply with these Terms or to protect the security of the Services, the Platform or Jit's other users and Customers, without any liability on our part.

12.4. **Post-Termination**. Upon expiry or termination of your subscription to the Services, your Account will be **terminated** and will no longer be able to access the Account on the later of: (i) the date Jit received your notice of termination; or (ii) the end of your current billing cycle, provided you paid the applicable Fees. Jit shall permanently delete the Account and all Content

from Jit's environment and systems within 30 days of the termination, or earlier if otherwise provided in the Terms.

12.5. **Survival**. The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to **achieve** the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, Sections 3.3, 6 (subject to any specific periods set out therein), 10-11 and 15 will survive the termination or expiration of these Terms.

13. Notices

All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by email transmission with written confirmation of receipt, addressed to Customer's or Jit's (as applicable) address or email set out in the Order or registered with the Account, as updated from time to time through the notice procedure set in this Section. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given 3 calendar days after posting.

14. Publicity

Jit may use Your name and logo in publication of Jit's customers. In addition, Jit, may, subject to Your prior approval of the content, issue success stories, publicity or general marketing communications concerning its involvement with You.

15. General

15.1. **Export Restrictions**. The Services may be subject to export laws and regulations of the United States and other applicable jurisdictions. You will not permit Your Developers to access or use the Services in any country which is subject to an embargo by the United States and shall not use the Services in violation of any other applicable US or foreign export restriction. In addition, You shall not provide the Services to persons on the United States Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals, or similar lists maintained by applicable foreign governments.

15.2. **Modifications**. Company may change these Terms from time to time, and such change will become effective upon the date on which the date the updated version is posted on the Website or shared with you by an in-Platform or email notification. You are responsible for checking the Website, mailbox and Platform regularly for such changes. By continuing to access or use the Services following such notice you agree to be bound by the revised Terms.

Notwithstanding the foregoing, any changes materially and detrimentally affecting your rights will only become effective after 30 days of the notification date, while pricing increases made unilaterally by us will only become effective on your next billing cycle or payment. By continuing to access or use the Services following such notice you agree to be bound by the changed Terms or to the price changes, as applicable.

15.3. **Severability**. If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

15.4. **Waiver**. No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms. Any failure by us to upon or enforce performance by the other of any of the provisions of these Terms or to exercise any rights or remedies under these Terms or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

15.5. **Relationship**. The relationship between the between You and the Company is solely that of independent contractors. Nothing in these Terms shall be construed to create any partnership, joint venture, agency, or employer-employee relationship between us.

15.6. **Entire Agreement**. These Terms (and any Order(s) with Jit, as applicable) contain the entire agreement between Company and You relating to your use of the Website and Services and supersedes any and all prior agreements between Company and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by Company in these Terms or in your Order with Jit, as applicable.

15.7. **Assignment**. You may not assign your rights or delegate your obligations under these Terms without Company's prior written consent. Any purported assignment contrary to this Section will be null and void. Company may freely assign these Terms and/or any of its rights and obligations hereunder without the need for consent.

15.8. **No Third Party Rights**. There are no third-party beneficiaries to these Terms. Without limiting this section, your Administrators or Developers are not third-party beneficiaries to your rights under these Terms.

15.9. **Governing Law and Jurisdiction.** These Terms (any and Order incorporating them) shall be governed and construed in accordance with the laws of the State of New York, without regards to their conflict of law principles, and be subject to the exclusive personal jurisdiction and venue of the competent state and federal courts located in New York County, New York. You and Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.