

LEGAL

Islo Service Agreement

Last updated: June 2026

PLEASE READ CAREFULLY THIS SERVICE AGREEMENT ("**AGREEMENT**") BEFORE ACCEPTING IT AND REGISTERING FOR, ACCESSING, OR USING ISLO SERVICES ("**SERVICES**"), AS DESCRIBED ON <https://islo.dev/> ("**WEBSITE**"). BY SELECTING THE BOX "I AGREE", "ACCEPT" OR SIMILAR, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU, ON YOUR BEHALF AS AN INDIVIDUAL AND ON BEHALF OF YOUR EMPLOYER OR ANOTHER LEGAL ENTITY (COLLECTIVELY "**CUSTOMER**"), HAVE READ, UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ARE ENTERING INTO A BINDING LEGAL AGREEMENT WITH INCREDIBUILD SOFTWARE LTD. OR ITS AFFILIATES, AS THE CASE MAY BE (EACH AND COLLECTIVELY, "**PROVIDER**").

1. SUBSCRIPTION TO SERVICES

1.1. Service Grant. Subject to Customer's compliance with the terms and conditions of this Agreement, Provider grants to Customer a non-exclusive, non-sublicensable, worldwide, non-transferable right to access and use the Services during the Term (as defined below), solely for Customer's internal business purposes.

1.2. Service Usage. The Services may be provided as a cloud-based offering. Customer acknowledges that access to the Services may be subject to limitations specified in the applicable order form issued by Provider ("Quote").

1.3. Telemetry and Analytics. Provider may collect, gather, and store analytics and telemetry data related to Customer's use of the Services ("Telemetry Data") to improve, maintain, and provide the Services. Provider retains all rights to such Telemetry Data, which may be used without limitation during or after the expiration or termination of this Agreement, all of which is subject to and in accordance with the Provider Privacy Policy, available at: <https://www.incredibuild.com/privacy-policy>.

2. PROHIBITED USE

2.1. Customer agrees not to, directly or indirectly: (i) sell, lease, sublicense or distribute the Services; (ii) reverse engineer, decompile, or disassemble any part of the Services or the underlying technology; (iii) modify, revise, or alter the Services; (iv) use the Services to provide third-party managed services; (v) disclose benchmarking or testing results to third parties; (vi) circumvent or interfere with security features of the Services; or (vii) store or transmit any malicious code or unlawful material in connection with the Services.

2.2. Customer will prevent unauthorized access to the Services and notify Provider promptly of any such unauthorized access.

3. DOCUMENTATION

Provider may make available user guides and technical manuals ("Documentation") to assist in the use of the Services. The Documentation is Provider's Confidential Information and may be used solely in connection with Customer's authorized use of the Services.

4. CLOUD ACCOUNT AND CONNECTIVITY

4.1. Third-Party Cloud. The Services may be deployed within a cloud environment operated by a third-party Cloud Partner (e.g., AWS, Azure). Customer is responsible for compliance with any terms established between the Customer and the Cloud Partner.

4.2. Provider Management. In the event Customer chooses to deploy the Services on Customer's private cloud environment (VPC), Customer grants Provider permission to access and manage the specified cloud resources linked to the Customer's Account to provide the Services. Customer shall not make modifications to the cloud configuration deployed by Provider.

4.3. Connectivity. To use the Services, Customer must maintain stable internet connectivity. Failure to maintain such connectivity may result in a disruption or suspension of the Services.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Ownership. The Services and all associated technology, including all improvements, updates, and derivative works, are the sole property of Provider. This Agreement conveys only a limited right to use the Services, not ownership.

5.2. Feedback. Any feedback, suggestions, or comments ("Feedback") provided by Customer shall belong exclusively to Provider. Customer irrevocably assigns all rights, title, and interest in such Feedback to Provider, who may use it at its sole discretion without obligation.

5.3. Usage Data. Any generic or aggregated information derived from the use of the Services (metadata, statistical analytics) is Provider's exclusive property.

6. SUPPORT

During the Term, subject to payment obligations, Provider will provide support services as described in the applicable Service Level Agreement ("SLA") located at <https://www.incredibuild.com/sla>, as amended by Provider from time to time.

7. PLANS

The plans described on the Website include credits to the Services and associated benefits. Use of the Services is subject to the limitations and rights set forth in this Agreement and the specific plan benefits available on the Website.

8. PAYMENT

8.1. Fees. Fees are as indicated in the applicable Quote or on the Website. Use of the Services is subject to payment in full of the applicable fees.

8.2. Late Payments. Any amount not paid when due shall bear interest at 1.5% per month (or the maximum legal rate) and may result in the suspension of access to the Services.

8.3. Taxes. Payments are made without set-off or withholding. Customer is responsible for all applicable taxes (e.g., sales, use, VAT) associated with the purchase.

9. WARRANTIES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PROVIDER IS NOT RESPONSIBLE FOR THE PERFORMANCE OR UNAVAILABILITY OF THIRD-PARTY CLOUD PROVIDERS.

10. CONFIDENTIALITY

Each party shall protect the other party's Confidential Information using at least reasonable care. Neither party shall disclose or use the other's Confidential Information except as necessary for the performance of this Agreement (the "Permitted Use"). Obligations of confidentiality survive the termination of this Agreement.

11. LIMITATION OF LIABILITY

Customer assumes the risk regarding the quality and performance of the Services. PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR DATA). PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12. INDEMNIFICATION

Provider agrees to defend and indemnify Customer against third-party claims alleging that the Services, when used as permitted, infringe upon third-party IP rights. Customer must provide prompt notice of such claims and grant Provider sole authority to handle the defense. This obligation does not apply to misuse or unauthorized modifications by Customer.

13. TERM AND TERMINATION

13.1. Term. This Agreement commences upon the purchase of credits to use the Services on the Website and continues according to the terms of the plan purchased, as provided in the Website and/or Quote.

13.2. Automatic Renewal. When Customer's pre-purchased credits have been used in full by Customer, Provider or Provider's payment processor will automatically charge Customer's payment method for additional credits, in the amount selected by Customer on the customer portal.

13.3. Services Cancellation. If purchased via our Website, Customer may cancel the credits for any reason by using a method Provider may provide, for example, in your customer portal, or by notifying Provider at support@islo.dev. To avoid renewal and charges for additional credits, Customer must cancel before utilizing all credits purchased. In the event of a cancellation, unless qualified under our [refund policy](#), Customer fees will not be refunded, but Customer access to the Services will continue through the utilization of all credits purchased and not yet utilized.

13.4. Termination for Cause. Either party may terminate if the other party commits a material breach that remains uncured for fifteen (15) days after written notice. Provider may terminate or suspend Services immediately upon non-payment.

13.5. Effect of Termination. Upon termination, subject to this Section, Customer must immediately cease use of the Services, and Provider will disable access.

14. USE OF DATA

Provider may use Customer's contact information to provide and improve the Services. Provider may also use Customer's name and logo in marketing materials unless otherwise agreed. If a Data Processing Agreement (DPA) is required by law, Customer must execute and return the Provider's DPA.

15. USAGE AUDIT

Provider reserves the right to verify Customer's usage of the Services to ensure compliance with the terms of this Agreement.

16. EXPORT CONTROL

Customer agrees not to export or re-export the Services in violation of U.S. or foreign export control laws.

17. MISCELLANEOUS

This Agreement constitutes the complete agreement between the parties. It is governed by the laws of the State of Delaware, USA, with exclusive jurisdiction in the courts of Delaware, USA. This Agreement may not be assigned by Customer without written consent but may be assigned by Provider without restriction.