

# END USER LICENSE AGREEMENT

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HUD MAY UNILATERALLY CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT AT ANY TIME. YOU SHOULD CHECK THIS AGREEMENT PERIODICALLY AND REVIEW CHANGES TO THE TERMS OF THE AGREEMENT. BY CONTINUING TO USE THE SOLUTION FOLLOWING SUCH MODIFICATIONS, YOU AGREE TO BE BOUND BY SUCH MODIFICATIONS. IN CASE OF ANY MATERIAL CHANGE, WE WILL MAKE REASONABLE EFFORTS TO POST A CLEAR NOTICE ON HUD'S WEBSITE OR TO SEND YOU AN E-MAIL REGARDING SUCH CHANGES TO THE E-MAIL ADDRESS THAT YOU MAY HAVE PROVIDED US WITH. SUCH SUBSTANTIAL CHANGES WILL TAKE EFFECT SEVEN (7) DAYS AFTER SUCH NOTICE WAS PROVIDED ON HUD'S WEBSITE OR SENT BY E-MAIL, WHICHEVER IS THE EARLIER.

1. **Grants of Rights.** Subject to the terms and conditions of this Agreement including without limitation payment in full of all applicable Fees and your designated subscription package as set forth in Hud's [Web Pricing Page](#) ("**Account Plan**"), Hud shall grant You, a non-exclusive, revocable, non-transferable, non-sublicensable right to use the Hud's proprietary solutions set forth in your Subscription Package ("**Solution**"), during the term as set forth in your Subscription Package ("**Term**"), for internal non-commercial use.
2. **Limitations on Use.** You shall not nor permit anyone else to, directly or indirectly (i) distribute, rent, lease, lend, translate, reproduce, publish, market, license, sublicense, assign, sell, pledge, resell or otherwise transfer the Solution or transfer Your rights hereunder to a third party (including, without limitation, the use of the Solution for the benefit of a third party; (ii) copy, reproduce, sell, license (or sub-license), lease, loan, assign, transfer, or pledge the Solution or any part thereof, or otherwise permit any third party to do any of the foregoing; (iii) disclose, publish or otherwise make publicly available the results of any benchmarking of the Solution, or use such results for competing software development activities; (iv) modify, disassemble, decompile, reverse engineer, revise or enhance or create any derivative works or otherwise merge or utilize all or any part of the Solution with or into any third party materials or components; (v) attempt to access or discover the Solution's source code (unless expressly permitted otherwise by Hud in writing); (vi) Use the Solution for timesharing or service bureau purposes or otherwise rendering the Solution publicly available; (vii) export the Solution or any component thereof or use the Solution in violation of any export laws; (viii) transmit any content which contains software viruses, or other harmful, infringing, illegal, disruptive or destructive content, messages, computer code, files or programs, (ix) use or launch any automated system (including without limitation, "robots", "scrapers" and "spiders") to access the Solution, including without limitation in order to extract for re-utilization of any parts of the Solution, or perform any act that destabilizes, interrupts or encumbers the Solution or its servers, (x) circumvent, disable or otherwise interfere with security-related features of the Platform, such as features that restrict or monitor use of the Solution or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Solution, (xi) use or encourage, promote, facilitate or instruct others to use the Platform for any unlawful, harmful, irresponsible, prohibited by this Agreement, or inappropriate purpose; (xii) remove or otherwise alter any of Hud's trademarks, logos, copyrights or other proprietary notices or indicia, if any, fixed or attached to the Solution; (xiii) use Hud's name, logo or trademarks without prior written consent from Hud; (xiv) contest Hud's Intellectual Property Rights to the Hud IPR; (xv) refer to the Solution by use of framing or utilize the Platform, including without limitation any related point of presence, servers and network, in any way which will result in the violation or circumvention of any applicable laws or regulations including, without limitation, those enforcing censorship, privacy, government authority restrictions or others; (xvi) sell, license (or sub-license), lease, assign, transfer, pledge, or share Your account credentials with or to any third party; and/or (xvii) use the Solution in manner that does not comply with your Subscription Package or this Agreement including without limitation the applicable license metrics (e.g. number of concurrent, named users, Data Limit (defined below) and other).
3. **Third Party Components.** Notwithstanding anything to the contrary, any third-party software provided as part of or with the Solution is solely governed by its respective license terms set forth in your installation process available at: [NPM](#), [VS Code](#), [PyPI](#), [JetBrains](#) in lieu of the terms of this Agreement.
4. **Ownership.** Notwithstanding any other provision to the contrary, the Solution, and all improvements, enhancements, Feedback and derivatives thereof and all Intellectual Property Rights in connection therewith ("**Hud IPR**") are exclusively owned by Hud and/or its licensors. This Agreement does not convey to You any right, title or interest in the Hud IPR. "**Intellectual Property Rights**" shall mean any and all worldwide, whether registered or not (a) patents, patent applications and patent rights; (b) rights associated with works of

authorship, including copyrights, copyrights applications, copyrights restrictions, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, trade names, Solution marks, logos, trade dress, goodwill and domains; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; and (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired. "**Feedback**" means any ideas, suggestions, questions, feedback materials, or comments you provide Hud in connection with the Services and/or the Solution.

5. **Confidential Information.** You agree to protect Hud's non-public and/or proprietary information which by the nature and the circumstances, should reasonably be understood by You as confidential ("**Confidential Information**"). You agree to protect the Confidential Information with the highest degree of care and keep it confidential and not disclose, disseminate, allow access to or use any Confidential Information except as required for the provision of this Agreement. You shall restrict disclosure of Confidential Information to those of its employees with a reasonable need to know such information and which are bound by written confidentiality obligations no less restrictive than those set out herein. Hud IPR constitutes Hud's Confidential Information.
6. **Your Data.** You hereby grant to Hud a limited, worldwide, non-exclusive, royalty-free license to access, copy, analyze, monitor, use and process the information that is generated by the Solution directly through Your code and its related production environment such as: function invocation data, error data, server and workload information and function signatures or other ("**Your Data**") in order to provide the Solution. You shall obtain the applicable consents required by privacy protection laws in connection with your use of the Solution. You shall ensure that your Data shall not exceed your Subscription Package data limit ("**Data Limit**"), otherwise and without derogating from any other right or remedy available to Hud, this Agreement and Your right to use the Solution shall automatically terminate without notice.
7. **Privacy.** Hud's privacy practices are governed by Hud's Privacy Policy available at <https://www.hud.io/privacy-policy>, ("**Privacy Policy**") which is an integral part of this Agreement. You shall ensure to establish the legal basis of processing of the personal information of your personnel and, if required by law, obtain the consent of your users and any data subjects. For avoidance of doubt, the Solution does not require Hud to process, access or use any personally identifiable information or other data protected under applicable privacy laws ("**Personal Data**"). Therefore, You hereby represent and warrant that (i) You will not transfer or otherwise make available to Hud any Personal Data; and (ii) to the extent any Personal Data has been transferred or made available to Hud inadvertently, You have obtained all required permits, authorizations and consents as to allow the Hud's processing of such Personal Data in accordance with the Privacy Policy.
8. **Fees.** You shall pay the fees in accordance with your Subscription Package ("**Fees**"). Hud may update the Fees from time to time at its sole discretion. The Fees are non-refundable. Fees shall be paid within 30 days of Hud's invoice. All payments not made when due shall bear interest at the rate of 1.5% per month, or at the highest interest rate allowed by law, whichever is less, from the due date until paid. The Fees are exclusive of all charges, taxes and levies of any nature, all of which shall be borne solely by You. In the event that You are required by law to deduct and/or withhold any amount from any payments made hereunder the Fees shall be deemed as grossed-up and increased such that the actual net amount to be paid to Hud shall be equal to the fees that would have been due to Hud without such deduction or withholding.
9. **Disclaimer of Warranty.** THE SOLUTION IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND. HUD DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

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- L 0. **Limitation of Liability.** HUD ITS AFFILIATES, OFFICERS, LICENSORS AND/OR SUPPLIERS SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY WHETHER CONTRACT, TORT OR OTHERWISE, FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF DATA INCLUDING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOLUTION OR OTHER PECUNIARY LOSS) UNDER THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- L 1. **Term and Termination.** To the extent that Your designated Subscription Package is Freemium, Hud may terminate this Agreement at any time for convenience upon written notice to You. Hud may terminate this Agreement upon written notice to You if You breach this Agreement and fails to completely cure such breach within fourteen (14) days after receipt of said notice of such breach. Upon termination or expiration of this Agreement You shall cease use of the Solution and either Party shall immediately return to the other all Confidential Information in any media and shall erase all copies of the Solution. Notwithstanding the termination or expiration of this Agreement, Sections 2-7 and 10-13 shall survive and remain in effect in perpetuity.
- L 2. **Governing Law & Jurisdiction.** This Agreement is governed by the laws of the state of Delaware, USA, without regard to conflict of laws provisions thereof. The courts of Delaware, USA, shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement and both parties hereby irrevocably submit to the exclusive jurisdiction of those courts.
- L 3. **General.** (i) The Agreement and its Exhibits are the entire agreement between the Parties in respect of the subject matter herein; (ii) Hud may assign this Agreement, in whole or in part, at its sole discretion. You may not assign or otherwise transfer this Agreement or any of Your rights and obligations under this Agreement to any third party without the prior written consent of Hud. Any unauthorized assignment will be void and of no force or effect; (iii) unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than You and Hud, its affiliates and successors or assignees any rights, remedies or other benefits under or by reason of the Agreement; (iv) no failure or delay of Hud in exercising any right, power or remedy shall operate as a waiver thereof; and (v) Hud may use your name and logo on its website for marketing and/or promotional purposes. You may at any time request Hud to cease use of your name and/or logo by providing a written notice to Hud and Hud will immediately cease use of your name and/or logo and will promptly remove all references to you from its website.