

Effective as of 25 June 2025

EULA

Thank you for using the Terramate Services (as defined below), a cloud-based Infrastructure as Code management platform that allows users to manage Infrastructure as Code.

To be eligible to register for a Terramate account and use Terramate's Services, you must review and accept the terms of this Agreement. PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR USING THE TERRAMATE SERVICES, YOU AGREE TO THESE TERMS AND CONDITIONS WITH THE TERRAMATE ENTITY INDICATED BELOW ("TERRAMATE"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "I ACCEPT" BUTTON AND YOU SHOULD NOT USE THE TERRAMATE SERVICES.

In this Agreement, "you," "your" and "Customer" will refer to you as the end user of the Terramate Services. However, if you are registering for a Terramate account or using the Terramate Services on behalf of an entity or other organization that is the end user of the Terramate Services, then you are agreeing to these Terms for that entity or organization and representing to Terramate 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 that entity or organization that is the end user has a separate contract with Terramate covering one or more accounts and use of the Terramate Services, in which case that contract will govern the Terramate Services with respect to those accounts only.

"TERRAMATE" in these Terms is defined as:

Terramate GmbH of Köpenicker Str. 124, 10179 Berlin, Germany

IMPORTANT NOTES:

Terramate DOES NOT PROVIDE WARRANTIES OR INDEMNITIES FOR THE Terramate SERVICES, AND THESE TERMS LIMIT TERRAMATE'S LIABILITY TO YOU.

1. Certain Definitions

1.1 The following terms, when used in this Agreement will have the following meanings:

"Confidential Information" means any information or data disclosed by either party that is

marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

“**Terramate Services**” means the SaaS-based developer platform for Infrastructure as Code (IaC) services, programs, functions and platform provided by Terramate to you (including the Terramate APIs, Documentation and technical support that may be made available by Terramate to you in connection with such services), and subsequent updates or upgrades of any of the foregoing made generally available by Terramate.

“**Documentation**” means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Terramate for the Terramate Services.

2. Changes

2.1 These Terms. Terramate may revise these Terms from time to time if technical, economic or legal conditions change. If Terramate does revise these Terms, the revised Terms will supersede prior versions. Unless Terramate says otherwise, revisions will be effective upon the effective date indicated at the top of these Terms. Terramate will provide you advance notice of any material revisions and grant you a four-week right to object. This notice will be provided via the account portal and/or via an email to the email address Terramate has on file. For other revisions, Terramate will update the effective date of these Terms at the top of the page. Terramate encourages you to check the effective date of these Terms whenever you visit Terramate’s website or account portal. Your continued access or use of the Terramate Services constitutes your acceptance of any revisions. If you object to the changes in due form and time, the Terms remain unchanged. Terramate then has the right to terminate the Agreement with a notice period of four weeks, if it is not reasonable for Terramate to adhere to the old Terms..

2.2 Terramate Services. You acknowledge that Terramate may change, deprecate or republish Terramate APIs for any Terramate Services or feature of the Terramate Services from time to time, and that it is your responsibility to ensure that calls or requests you makes to the Terramate Services are compatible with then-current Terramate APIs for the Terramate Services. Although Terramate endeavors to avoid changes to the Terramate APIs or Terramate Services that are not backwards compatible, if any such changes become necessary Terramate will endeavor to notify you at least thirty (30) days prior to Terramate’s

implementation of any such incompatible changes to the Terramate Service of which it becomes aware.

3. Terramate Services

3.1 Provision of Services. Subject to the terms and conditions of this Agreement and the Terramate Acceptable Use Policy (available at the “AUP”), Terramate will use commercially reasonable efforts to make the Terramate Services available to you pursuant to this Agreement, and hereby grants you a non-exclusive right to access and use the Terramate Services to manage Customer Content, including the right to write and execute software applications or websites (“Customer Applications”) that interface with the Terramate Services. If Customer is an agency, such rights may, as agreed by the parties, be restricted to access and use on behalf of only certain Customer clients.

3.2 Restrictions. The rights granted herein are subject to the following restrictions (the “License Restrictions”):

(a) You will not reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Terramate Services;

(b) Except for Customer Applications that use the Terramate Services, you will not transfer, distribute, resell, lease, license, or assign Terramate Services or otherwise offer the Terramate Services on a standalone basis, and, without limiting the foregoing, if Customer is an agency, you will only use the Terramate Services on behalf of your clients of which you are an agency of record and which have authorized you to use the Terramate Services on behalf of such clients within the scope of your other bona fide agency responsibilities for such clients;

(c) You will not (nor will it permit any third party to) use Terramate Services in any manner that violates Terramate’s AUP (or any other term of this Agreement);

(d) You will not otherwise use the Terramate Services outside the scope expressly permitted hereunder;

(e) You will ensure that you and your users do not use temporary email addresses or share user accounts among multiple individuals, and you will permit Terramate to terminate the accounts of any users that violate this Agreement or the AUP.

3.3 Account Registration; Other Customer Responsibilities.

(a) To use the Terramate 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 Terramate 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.

(b) You will (i) be responsible for all use of the Terramate Services and Documentation under your account (whether or not authorized), (ii) be solely responsible for the accuracy, quality, integrity and legality of Customer Content and Customer Application(s), (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Terramate Services and Documentation and notify Terramate promptly of any such unauthorized access or use and (iv) be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Terramate Services, including as set forth in the Documentation. You will be solely responsible for your failure to maintain such equipment, software and services, or to use the current version of the APIs made available by Terramate or, if you choose to use any of the SDKs made separately available by Terramate, the current version of such SDKs, and Terramate will have no liability for such failure. With your permission (which may be by email or other reasonable means), Terramate may log into user accounts in order to debug the Terramate Services.

4. Fees

4.1 Fees. You agree to pay the subscription fees, additional usage fees and other fees set forth in Terramate's standard schedule of fees, as may be updated from time to time, or any other order forms for the Terramate Services ordered by you and accepted in writing by Terramate. Fees are quoted and payable in either United States Dollars or Euros depending on your location and payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable.

4.2 Payment. Subject to certain credit requirements as determined by Terramate, Terramate may let you pay amounts due under these Terms in arrears. If Terramate 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 Terramate 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.

4.3 Fee Disputes. You must notify Terramate in writing if you dispute any portion of any fees paid or payable by you under this Agreement. You must provide that written notice to Terramate within sixty (60) days of the applicable charge and Terramate will work together with you to resolve the applicable dispute promptly. If you do not provide Terramate 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.

4.4 Suspension. If your use of the Terramate Services exceeds the amounts prepaid by you or if you fail to pay any amounts due by you, Terramate may suspend your account without prior notice to you. Terramate 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.

4.5 Net of Taxes. All fees are exclusive of any applicable use, sales, value added, excise and other similar taxes and government charges (collectively, "Taxes"). Taxes do not include any taxes on the net income of Terramate or any of its affiliates. Unless you qualify for a jurisdictional value added/sales/use excise or similar tax exemption and provide Terramate with all necessary documentation Terramate may require (for example a valid certificate of Direct Pay Permit), and provided that Terramate separately states any such taxes on the applicable invoice you will not withhold any Taxes from any amounts due to Terramate, except to the extent required under mandatory local law. In the event you are thusly obliged to withhold taxes, you will inform Terramate accordingly in writing as soon as the obligation to withhold taxes becomes known, and will assist Terramate at no charge in obtaining any mitigations, exemptions and/or refunds as may be available under any applicable law, including any double taxation treaties. In particular, you will provide Terramate, at no charge and in a timely manner, with any and all information, document or confirmation required for Terramate to avail itself of any exemptions, mitigations or reductions of any such withholding tax under any applicable law, including any double taxation treaties.

5. Proprietary Rights, Confidentiality and Privacy

5.1 Terramate's Ownership Rights. As between the parties, Terramate exclusively owns all right, title and interest in and to the Terramate Services. Except for the express rights granted hereunder, Terramate reserves all rights, title and interests in and to the Terramate Services and Terramate's Confidential Information.

5.2 Feedback. Customer may from time to time provide Terramate suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Terramate Services. Terramate will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Terramate will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

5.3 Customer Content. As between the parties, the Customer Content and Customer Applications will be owned by you (or, if Customer is an agency, Customer's client(s)). You

hereby grant to Terramate a non-exclusive, worldwide license to copy, distribute and use Customer Content only in connection with providing the Terramate Services.

5.4 Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or the License Restrictions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

5.5 Aggregated Information. Notwithstanding anything to the contrary, Terramate shall have the right to aggregate, collect and analyze data and other information relating to the provision, use and performance of the Terramate Services and shall be free (during and after the term hereof) to (a) use such data and other information to develop and improve the Terramate Services and other Terramate offerings, and (b) disclose such data and other information solely in an aggregated and anonymized format that does not identify you or any individual.

5.6 Personal Data. Processing of personal data, if any, by Terramate for Customer is subject to the Terramate Data Processing Addendum available at: <https://terramate.io/legal/privacy-policy> which is hereby incorporated into these Terms.

6. Warranties and Disclaimers

6.1 Customer. You warrant that you have the necessary rights, licenses, consents, permissions, waivers and releases to use, make available and distribute the Customer Applications and Customer Content in connection with the Terramate Services as contemplated herein. Without limiting the foregoing, if Customer is an agency, it warrants

that it has been granted the necessary rights from its client(s) to use the Terramate Services and Customer Content related to such client(s) on such client(s)' behalf.

6.2 DISCLAIMER. THE Terramate SERVICES AND ANY BETA SERVICES (AS DEFINED BELOW) ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. Terramate HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE Terramate SERVICES AND BETA SERVICES. WITHOUT LIMITING THE FOREGOING, Terramate DOES NOT WARRANT THAT THE Terramate SERVICES OR BETA SERVICES WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

6.3 BETA SERVICES. FROM TIME TO TIME, YOU MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH Terramate (E.G. SO CALLED EARLY ACCESS PROGRAM) WHERE YOU GET EARLY ACCESS TO USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "BETA SERVICES") OFFERED BY Terramate. THESE BETA SERVICES ARE NOT GENERALLY AVAILABLE, ARE PROVIDED "AS IS", AND MAY CONTAIN BUGS, ERRORS, DEFECTS OR HARMFUL COMPONENTS. YOU OR Terramate MAY TERMINATE YOUR ACCESS TO THE BETA SERVICES AT ANY TIME.

7. Indemnification

You will defend, indemnify and hold Terramate and its affiliates harmless against any actual or threatened claim, loss, liability, proceeding, governmental investigation or enforcement action arising out of or relating to your activities under these Terms or your acts or omissions in connection with the provision of any Customer Application ("Claim"). Terramate and its affiliates will cooperate as fully as reasonably required in the defense of any Claim, at your expense. Terramate reserves the right, at your expense, to retain separate counsel for themselves in connection with any Claim or, if you have not responded reasonably to the applicable Claim, to assume the exclusive defense and control of any Claim in which you are a named party and that is otherwise subject to indemnification under this Section. You will pay all costs, reasonable attorneys' fees and any settlement amounts or damages awarded against Terramate in connection with any Claim. You will also be liable to Terramate for any costs and attorneys' fees Terramate incurs to successfully establish or enforce Terramate's right to indemnification under this Section.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL Terramate BE LIABLE TO YOU FOR ANY (I) INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF Terramate HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR (II) DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING PROVISIONS ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

9. Termination and Suspension

9.1 Term. The term of this Agreement will commence on the date these Terms are accepted by you and continue until your account is terminated as set forth below.

9.2 Termination and Suspension. You may terminate your account at any time through the account management tools made available through the Terramate Services. Terramate may terminate or suspend your account 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. Terramate may also terminate or suspend your account immediately for cause if: (a) you violate (or give Terramate reason to believe you have violated) the AUP; (b) there is reason to believe the traffic created from your use of the Terramate Services or your use of the Terramate Services is fraudulent or negatively impacting the operating capability of Terramate Services; (c) Terramate determines, in its sole discretion, that providing the Terramate Services is prohibited by law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Terramate 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 Terramate suspends your account, Terramate will make a reasonable attempt to notify you. Note that no refund will be provided in the event of any suspension or termination of your account.

9.3 Survival. Upon termination of this Agreement 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 License Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

10. General

10.1 Export Controls. The Terramate Services, including any software Terramate may provide in connection with the Terramate Services, are subject to applicable export control laws and economic sanctions regulations. In receiving this software or the Terramate Services, you agree to comply strictly with all domestic and international export and economic sanctions laws and regulations as they apply to this software and the Terramate Services, and to the extent consistent with these Terms, to obtain any necessary license or other authorization to export, re-export, or transfer such software or other aspects of the Terramate Services. These laws include restrictions on destinations, users and end use. Without limitation, you may not transfer any such software or other aspect of the Terramate Service without U.S. government authorization to any entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unverified List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List). You warrant that neither you nor any party that wholly or partially owns you (if you are a legal entity) is listed on or acting on behalf of or will act on behalf of any E.U. or U.S. government list of prohibited or restricted parties or organized, headquartered or located in (or a national of) a country that is subject to a E.U. or U.S. government embargo or that has been designated by the E.U. or the U.S. government as a "terrorist supporting" country (an "Embargoed Jurisdiction;" currently, Afghanistan, Cuba, Crimea, Iran, North Korea, Syria and Venezuela).

In addition, you will not access or use the Terramate Services from an Embargoed Jurisdiction or in violation of any E.U. or U.S. export embargo, prohibition or restriction.

10.2 Publicity. You agree that Terramate may refer to you as a Terramate customer and use your name, logo, and other trademarks in Terramate's marketing materials, website and other publicity items in other mediums; however, Terramate will not use your name, logo or other trademarks in any joint press releases, customer references, or case studies without your prior written consent (which may be by email).

10.3 Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement, and Terramate may assign or transfer this Agreement to an affiliate. In addition, you agree that Terramate may have any of its obligations performed through an affiliate of Terramate, provided that Terramate will remain responsible for its obligations hereunder and will be liable for such affiliate's performance as if it were Terramate. Terramate may assign receivables under this Agreement for purposes of debt collection and financing arrangements. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

10.4 Waiver. No waiver of any rights hereunder will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.5 Amendment. Terramate may amend or modify this Agreement from time to time, in which case the new Agreement will supersede prior versions. Terramate will notify you via e-mail or an in-app notification not less than 30 days prior to the effective date of any such amendment or modification and will inform you about the intended amendments or modifications. If you do not object to the amendment or modification within 30 days from the sending of such notice, such non-objection may be relied upon by Terramate as your consent to such amendment. Terramate will inform you about its right to object and the consequences of non-objection in such notice. If you object to such amendment, you must do so in writing by written notice to Terramate delivered within such 30-day notice period, in which case Terramate may elect by written notice (which may be sent by email) to either (a) consider the amendment request rejected and have this Agreement continue without such amendment or (b) terminate this Agreement immediately. Subject to the foregoing, no amendment or modification to this Agreement will be effective unless assented to in writing by both parties.

10.6 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.7 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

10.8 Issue Resolution and Governing Law. If you have any issues with the Terramate Services or Terramate, you must try to resolve the issue first through Terramate customer support. This Agreement will be governed by the laws of the State of Delaware, USA, exclusive of its rules governing choice of law and conflict of laws, and all disputes arising out of the Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of Delaware, USA, and the parties hereby consent to the personal jurisdiction of these courts. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.9 Notices. 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 information. Notices to Terramate must be sent to the following address:

Terramate GmbH, Köpenicker Str. 124, 10179 Berlin, Germany, Attn: Legal.

10.10 Entire Agreement. This Agreement comprises the entire agreement between you and Terramate 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 Terramate, its agents or employees will create a warranty.

10.11 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("Force Majeure Event"), including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

10.12 Government Terms. Terramate provides the Terramate Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If you (or any of your customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Terramate Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Terramate Services were developed fully at private expense.

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