PurpleCube®

Terms of Service

Introduction

By accessing, installing, or using all or any portion of the software owned by PurpleCube inc, a Delaware corporation, having its registered address at 1390 Market Street, Suite 200, San Francisco, California 94102, you unconditionally and irrevocably confirm that you have read, understood, and agree to be bound by all the terms and conditions of this agreement as published on its website at www.purplecube.ai.

You agree that this agreement is enforceable like any written agreement signed by you and is legally binding between you and purplecube inc. (purplecube). if you do not agree to all these terms and conditions, do not access, install or use the software. suppose you wish to access, install or use the software as an employee, contractor, or agent of a corporation, partnership, or similar entity. in that case, you must be authorized to sign for and bind the entity to accept the terms of this agreement, and you represent and warrant that you have the right and authority to do so.

This Terms of Service, together with its Appendix ("Agreement"), is between PurpleCube and the individual or entity that has downloaded or otherwise procured the licensed Software or application (as those terms are defined below) for use as an end user ("you" and "your").

Definitions

1.1 "Affiliate" means, concerning a party, any director, employee, agent, subsidiary, or legal entity (such as a company, partnership, or other legal entity) that controls, is controlled by, or is under common control with such party. For this definition, "control" means the legal power to direct or cause the direction of the general management of the company, partnership, or other legal entity. Affiliates are "Your Affiliates," and Affiliates of PurpleCube are "PurpleCube Affiliates."

1.2 "Authorized Partner" means a third-party reseller authorized by PurpleCube to sell Software licenses and related Professional Services.

1.3 "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including without limitation documents, prototypes, samples, the Software, Documentation, and the terms of this Agreement), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information includes:

 (a) the Software (which is PurpleCube's Confidential Information); (b) any information of a party that is disclosed in writing or orally and designated confidential at the time of disclosure; (c) the terms of this Agreement, any Order Form and any amendment or attachment to any of these (which will be deemed Confidential Information of both parties); and (d) may also include information disclosed to a disclosing party by third parties. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain before the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately before the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

1.4 "Documentation" means any published installation and operating instructions, user manuals, and help files (or any amendments to them) made available by PurpleCube to you intended for use in connection with the Software.

1.5 "Effective Date" means the date of your first Order Form or the initial delivery date of the Software or Appliance (whichever is earlier).

1.6 "IPR" means all intellectual property or other proprietary rights worldwide, including patent, trademark, service mark, copyright, trade secret, know-how, moral right, and any other intellectual and intangible property rights, including all continuations whether in whole or in part, applications, renewals, and extensions of any of the preceding of PurpleCube or any of its PurpleCube Affiliates, about the source code of the Software or the Software in itself and its Documentation, whether registered or unregistered.

1.7 "Applicable Law" means all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, and requirements of any government authority (federal, state, local, municipal or international) having jurisdiction."

1.8 "License Term" means the period of authorized use of the Software as outlined in an Order Form.

1.9 "Order Form" means an ordering document signed by you and PurpleCube or an Authorized Partner that specifies: (a) Software licenses purchased, their prices, and their License Term; and (b) the scope and price of Professional Services purchased (if any).

1.10 "Professional Services" means consulting, implementation, configuration, integration, or training services provided by PurpleCube or its authorized service providers.

1.11 "Software" means any computer code and its application of Purplecube that PurpleCube provides to you under this Agreement under an Order Form.

1.12 "Subscription" means the Software and Professional Services package/plan (Standard Plan, Pro Plan, Enterprise Plan as set out in Appendix 1) as selected by you in the Order Form.

1.13 "Support" means technical support and maintenance for the Software, as in Section 4 of this Agreement.

1.14 "Update" means a release or version of the Software containing functional enhancements, extensions, error corrections, or fixes that are generally made free of charge to PurpleCube's customers contracted for Maintenance and Support.

1.15 "Your Data" means all data of any kind or nature loaded on the Software by or on your behalf.

License

2.1 Grant of License:

Subject to the terms and conditions of this Agreement and the Order Form as set out in Section 3 of this Agreement, including, without limitation, the restrictions in Section 5 of this Agreement, PurpleCube at this moment grants to you a revocable, non-exclusive, non-sublicensable and non-transferable license on a Subscription basis during the License Term to (a) use the Software for its internal information processing services and computing needs, and (b) use the Documentation in connection with the licensed use of the Software provided to you by PurpleCube or an approved PurpleCube service provider. You acknowledge that PurpleCube shall retain title and ownership IPR to the Software and Documentation. PurpleCube, at this moment, reserves all rights in and to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection in addition to that, except for the rights expressly granted herein.

If, as per your Order Form, you have selected the Software on an unpaid or trial basis or 'beta' basis ("Trial License"), you may use the Software solely in connection with your trial use and evaluation of the Software, and you shall not resell, sublicense, or otherwise publicly disclose or disseminate any output of the Software whatsoever. A Trial License entitles you to use the Software for fourteen (14) days or such other period as granted by PurpleCube solely upon its discretion

("Trial Period"). The Trial License shall automatically expire at the end of the Trial Period, at which point, the Software shall become inoperable. After that, you may choose a Subscription Plan based on the terms and conditions of this Agreement to further access and use the Software. PurpleCube reserves all rights to terminate the Trial License at any time during the Trial Period without any liability at its discretion.

2.2 Delivery:

PurpleCube shall provide you with an online link to download the Software and the appropriate Documentation for your use which will be hosted on PurpleCube' approved cloud-based server linked with the server/data center located at your premises. PurpleCube shall not provide a copy of or deliver the source code of the Software to you under any circumstances whatsoever, and the same is acknowledged, understood, and accepted by you.

2.3 Copies:

You may make a reasonable number of machine-readable copies of the Software for backup or archival purposes and a reasonable number of copies of the Documentation to exercise the license in Section 2.1. You shall not copy the Software except as permitted by this Agreement. You are obligated to maintain accurate and up-to-date records of the number and location of all copies of the Software and inform PurpleCube in writing of such place immediately. All copies of

the Software will be subject to all terms and conditions of this Agreement. In whichever manner this Agreement permits you to copy the Software and the Documentation, you shall not efface, tamper, alter, modify, or destroy any rights that PurpleCube has in the Software and the Documentation and its related IPR.

Order Form

3.1 PurpleCube Orders:

(a) If you have selected a Subscription and signed an Order Form directly with PurpleCube, PurpleCube will provide the Software and Professional Services identified in an Order Form under the terms of this Agreement. If you have purchased from an Authorized Partner of PurpleCube, see Section 3.4 (Authorized Partner Orders) below.

(b) Upon execution by you and PurpleCube, each Order Form is non-cancelable and, except as otherwise provided in this Agreement, non-refundable. Prices stated in each Order Form are final for the Software and Professional Services. Any additional usage of the Software and Professional Services that exceed the terms as set out in the signed Order Form is separately ordered and priced as set for in Section 3.2

(c) below. Support is purchased as part of the licensed Software outlined in an Order Form.

3.2 Invoices and Payment:

(a) PurpleCube will issue the initial invoice to you corresponding with each Order Form upon the letter of: (a) when PurpleCube notifies you that the Software is available for download; or (b) such Software is available for download.

(b) Each License Term is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on a purchase of the entire License Term. Unless otherwise indicated in an Order Form.

(c) You are entitled to use the Software and the Professional Services beyond the set terms of Subscription you chose in the Order Form upon a written request. If you have already availed of such additional usage without a written request to PurpleCube, PurpleCube has every right to Review the License as set out in Section 14 and shall inform you immediately in writing. Fees for any additional usage shall be assessed by PurpleCube and charged on a fixed basis as set out in Order Form, which shall be invoiced monthly in arrears.

(d) You shall pay each invoice in full within 30 days after the invoice date. Late payments will accrue interest at a rate of 1.5% per month or the legal maximum, whichever is lower.

(e) PurpleCube may suspend and terminate by Section 13 of this Agreement your right to use the Software and Professional Services while any payment is delinquent. You will make costs free of any

currency controls or other restrictions, by check or wire transfer, to the address or bank account designated by PurpleCube in the Order Form. You shall not reduce any amount payable to PurpleCube under this Agreement due to any counterclaim, set-off, adjustment, or another claim you might have against PurpleCube, any other party, or otherwise.

3.3 Taxes:

All payments, fees, and other charges payable by you to PurpleCube under this Agreement are exclusive of all federal, state, local, and foreign taxes, levies, tariffs, duties, value-added taxes, export and import fees, withholding, and all other taxes or government assessments (collectively, "Taxes") under the Applicable Law. You will pay all Taxes arising from the transactions contemplated by this Agreement and the Order Form.

3.4 Authorized Partner Orders:

(a) If you received Software or an Appliance under an Order Form and agreement with an Authorized Partner ("Reseller Purchase Agreement") and not PurpleCube, then notwithstanding anything to the contrary in this Agreement: (a) your use of the Software or Appliance is subject to any additional terms in the Reseller Purchase Agreement, including any limitations on use of the Software or Appliance in conjunction with third-party applications; and (b) Sections 3.2 and 3.3 will not apply to such Order Form, provided that you agree to pay the Authorized Partner the fees agreed in the Reseller Purchase Agreement associated with the licenses Software licensed and any Professional Services purchased, and you have no direct payment obligations to PurpleCube for such purchase.

(b) Any licensing, support, warranty, and other terms provided for the Software and Professional Services shall be exclusive as stated in this Agreement, and any additional or conflicting terms offered by the Authorized Partner shall be of no effect between you and PurpleCube.

(c) Notwithstanding anything in this Agreement to the contrary: (i) the Reseller Purchase Agreement does not modify any of the terms of this Agreement; and (ii) the Reseller Purchase Agreement is between you and the Authorized Partner and is not binding on PurpleCube. PurpleCube may terminate this Agreement (including your right to use the Software) if PurpleCube fails to receive payment for using the Software or Appliance from the Authorized Partner or if you breach any term of this Agreement.

Support

4.1 To the extent outlined in the Order Form, PurpleCube shall provide Support as specified in this Section 4.1 and accordance with PurpleCube's then-current support policies located at PurpleCube's support website, as may be updated by PurpleCube from time to time ("Support Site").

(a) Maintenance and Support: PurpleCube will provide the following:

(i) Updates, if any, and appropriate Documentation, and

(ii) assistance by telephone and email concerning the Software, including (1) clarification of functions and features of the Software; (2) clarification of Documentation about the Software; (3) guidance in the operation of the Software; and (4) error verification, analysis and correction to the extent possible by telephone. PurpleCube's standard hours of service are set forth on the Support Site.

(b) Eligibility of Software: Maintenance and Support will not include services requested as a result of, or concerning, the following:

(i) accident; unusual physical, electrical, or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning, or humidity control; failure of rotation media not furnished by PurpleCube;

(ii) operation of the Software with other media not meeting or not maintained by the manufacturer's specifications; or causes other than ordinary use;

(iii) improper installation by you or use of the Software that deviates from any operating procedures established by PurpleCube in the applicable Documentation;

(iv) modification, alteration or addition or attempted modification, alteration, or acquisition of the Software undertaken by persons other than PurpleCube or PurpleCube's authorized representatives; or

(v) software or technology of any party other than PurpleCube.

(c) Responsibilities of Customer: Your obligations under this Agreement are subject to the following:

(i) To enable PurpleCube to provide technical assistance in connection with Support, you may elect to provide PurpleCube with temporary remote access to view your Software environment under instructions you provided to PurpleCube and subject to Section 14 of this Agreement. The parties agree that PurpleCube does not want or need, and you shall not transmit to PurpleCube or require that PurpleCube access, receive, or use, Your Data.

(ii) You shall document and promptly report all errors or malfunctions of the Software to PurpleCube.

(iii) You shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such systems have been received from PurpleCube.

(iv) You shall maintain a backup copy of all programs and data.

(v) You shall properly train your personnel in using and applying the Software and the equipment on which it is used.

(vi) You shall promptly install any Updates provided by PurpleCube. Purplecube shall have no obligation to provide Support under this Agreement if you fail to install the Updates and upgrades and are operating an old version of the Software Program. PurpleCube will provide Support for the Software during the License Term under the Support Guide.

License Restrictions

5.1 Subject to Section 2 of this Agreement, if the Software is identified in an Order Form as Trial License or any other non-production designation, then such Software will be used solely in a non-production environment. To the extent that you grant access to the Software to any third party (including Your Affiliate), you will be wholly responsible for compliance with this Agreement as if such third party were you.

5.2 You and Your Affiliates will not (and have no license too):

(a) use the Software or Documentation except as permitted in this Agreement;

(b) disassemble, decompile, port, reverse compile, reverse engineer, translate, or otherwise attempt to separate any of the components of the Software or reconstruct any Software, or try to derive or obtain any source code, structure, algorithms, processes, techniques, technologies, know-how, or ideas embodied by, underlying, or contained in the Software;

(c) sell, license, sublicense, rent, lease, encumber, lend, distribute, transfer, or provide a third party with access to the Software, on a hosted basis, as a managed service provider, or otherwise (except as expressly outlined in an Order Form);

(d) alter, modify, or create derivative works of the Software (including the underlying source code) in any way, including through customization, translation, or localization;

(e) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software or Documentation; or

(f) publicly disseminate any performance or security vulnerability test (including penetration test) results or analysis related to or derived from the Software.

You will not cause, encourage, or permit any other person or entity under its control to take any actions you are prohibited from carrying under this Agreement.

Third-Party Software

6.1 Certain third-party software/ components provided in or with the Software ("Third Party Software") are subject to various "open source" or commercial licenses. Your use of the Third-Party Software is subject to the applicable Third-Party Software license(s). It is not subject to the terms and conditions of this Agreement, except that Section 9 (Warranties), Section 10 (Disclaimers), and Section 11 (Limitation of Liability) also govern your use of the Third Party Software. Nothing herein limits your rights that supersede the terms and conditions of any applicable license for such Third Party Software. PurpleCube shall make a list of such Third Party Software available upon written request.

Intellectual Property

7.1 PurpleCube owns all rights, titles, and interests in and to all IPR in (and in all copies of) the Software and Documentation, regardless of the form or media in or on which the original or other documents may subsequently exist. Except for the limited licenses expressly granted in this Agreement, PurpleCube reserves all and does not grant any other rights (express, implied, by estoppel, through exhaustion, or otherwise). To avoid doubt, the Software is licensed and not sold by PurpleCube to you.

7.2 Neither party will issue any press releases or announcements, or any marketing, advertising, or other promotional materials, related to this Agreement or referencing the other party, nor use the other party's logo, trademarks, and service marks without the other party's prior written approval.

Confidentiality

8.1 For the term of this Agreement, and surviving expiration or termination of this Agreement for up to three (3) years after the disclosure of the Confidential Information, the party receiving Confidential Information (the "receiving party") from the other party (the "disclosing party") will use it solely to perform the rights and obligations provided under this Agreement, and not for any other purpose without the disclosing party's prior written consent.

8.2 Subject to Section 6.2 (Exceptions), the receiving party will hold in confidence and not disclose any of the disclosing party's Confidential Information to any third party. The receiving party will use at least the same degree of care in handling the disclosing party's Confidential Information as it uses to protect its Confidential Information, but no less than reasonable care.

8.3 The receiving party will notify disclosing party immediately upon becoming aware of any unauthorized use or release of the disclosing party's Confidential Information. The receiving party may disclose the disclosing party's Confidential Information to those of its Affiliates,

directors, advisors, employees, or contractors (collectively, "Representatives") who need to know such Confidential Information to perform under or about this Agreement, but only if such Representatives are subject to the binding, written agreement no less protective of disclosing party than the confidentiality terms of this Agreement.

8.4 The receiving party will, at the disclosing party's request or on termination of this Agreement, return all originals, copies, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at the disclosing party's option, certify destruction of same (although nothing in this sentence may be construed to require PurpleCube to purge archived backup media).

8.5 The receiving party's obligations under this Section 8 (Confidentiality) will not apply, and the receiving party will have no further obligations concerning any of the disclosing party's Confidential Information that is:

(a) generally known to the public at the time of disclosure or becomes generally known through no wrongful act of receiving party;

(b) rightfully in the receiving party's possession, or otherwise rightfully known by the receiving party, at the time of disclosure by the disclosing party and not subject to a confidentiality obligation;

(c) required to be disclosed by the receiving party to comply with a court order or Law, but only if the receiving party promptly notifies announcing party to enable the disclosing party to seek a protective order or other appropriate remedies and takes commercially reasonable and lawful actions to avoid or minimize the extent of, and to obtain confidential treatment for, any such disclosure; or

(d) independently developed by the receiving party without the use of, reference to, or reliance on the disclosing party's Confidential Information.

Warranties

9.1 PurpleCube warrants that the Software will perform in substantial accordance with the Documentation for 30 days after the Effective Date. If during this period, the Software does not serve as warranted, PurpleCube shall, at its option, correct the Software or replace such Software free of charge. The preceding are your sole and exclusive remedies for breach of warranty.

9.2 This warranty will not apply to:

(a) use of the Software other than as described in the Documentation;
(b) modification or use of an unsupported version of the Software by anyone but PurpleCube; or
(c) failure caused by a product not provided or expressly approved by PurpleCube or its agents.

Disclaimers

10.1 EXCEPT FOR THE LIMITED WARRANTIES UNDER SECTIONS 9 (WARRANTIES) AND TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, PURPLECUBE (ON ITS BEHALF AND ON BEHALF OF ITS SUPPLIERS AND LICENSORS) AND PURPLECUBE AFFILIATES: (A) DO NOT MAKE AND EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE SOFTWARE, SUPPORT, AND PROFESSIONAL SERVICES (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PURPLECUBE KNOWS OR SHOULD HAVE KNOWN SUCH PURPOSE), PERFORMANCE, AND NON-INFRINGEMENT; (B) PROVIDE THE SOFTWARE, SUPPORT, AND PROFESSIONAL SERVICES "AS IS" AND "AS AVAILABLE"; AND (C) WITHOUT LIMITING THE PRECEDING CLAUSES (A) AND (B), MAKE NO (AND EXPRESSLY DISCLAIM) ANY WARRANTY THAT THE SOFTWARE AND ANY USE THEREOF, WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, COMPATIBLE WITH ANY PARTICULAR ENVIRONMENT, OR FREE FROM DEFECTS, VIRUS, OR ERRORS (OR THAT ANY ERRORS WILL BE CORRECTED).

Limitations Of Liability

Limitation of Direct Damages:

EXCEPT FOR A BREACH OF SECTION 2 (LICENSE), SECTION 5 (LICENSE RESTRICTIONS), OR SECTION 8 (CONFIDENTIALITY), AND EXCEPT FOR INDEMNITY OBLIGATIONS UNDER SECTION 12 ("INDEMNIFICATION") (COLLECTIVELY, THE "EXCLUDED CLAIMS"), IN NO EVENT WILL EITHER PARTY (OR PURPLECUBE AFFILIATES), BE LIABLE TO THE OTHER PARTY (OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER PARTY), IN THE AGGREGATE, FOR DAMAGES, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, MORE THAN THE TOTAL AMOUNT OF ANY FEES PAID OR PAYABLE BY YOU FOR THE SOFTWARE AND PROFESSIONAL SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE.

Exclusion:

EXCEPT FOR THE EXCLUDED CLAIMS, IN NO EVENT WILL EITHER PARTY (OR PURPLECUBE'S LICENSORS AND SUPPLIERS) BE LIABLE TO THE OTHER PARTY (OR ANY THIRD PARTY CLAIMING THROUGH THE OTHER PARTY) FOR ANY LOST OR INACCURATE DATA, LOST PROFITS, LOST OR INTERRUPTED USE, OR SIMILAR ECONOMIC LOSSES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR

DAMAGES ARISING OUT OF OR IN ANY RELATED TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT FORESEEABLE.

Indemnification

12.1 PurpleCube shall, at its expense, defend or settle any claim, action, or allegation brought against you that the Software infringes any copyright or trademark of any third party and shall pay any final judgments awarded or settlements entered into, provided that you promptly give written notice to PurpleCube of any such claim, action or allegation of infringement and give PurpleCube the authority to proceed as contemplated herein.

12.2 PurpleCube will have the exclusive right to defend any such claim, action, or allegation and make settlements at its discretion. You may not settle or compromise such claim, action, or allegation except with prior written consent of PurpleCube. You shall give such assistance and information as PurpleCube may reasonably require settling or opposing such claims.

12.3 In the event any such infringement, claim, action, or allegation is brought or threatened, PurpleCube may, at its sole option and expense:

(a) procure for you the right to continue the use of the Software or infringing part thereof; or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or

(d) if neither of the preceding is commercially practicable, terminate this Agreement. In such an event, you and PurpleCube will be released from any further obligation to the other under this Agreement, except for the debts of Section 8 (Confidentiality) and Section 12 (Indemnification) obligations that shall survive the termination.

12.4 THIS SECTION 12 STATES THE ENTIRE LIABILITY OF PURPLECUBE CONCERNING INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT.

12.5 You shall defend any third-party lawsuit against PurpleCube and PurpleCube Affiliates to the extent based on a claim: (i) of any breach of this Agreement by you or any User; or (ii) associated with data processed, analyzed, or stored by Customer or Your Affiliates. The customer will indemnify and hold PurpleCube harmless by paying any final judgment entered against PurpleCube and PurpleCube Affiliates in any such proceeding or settlement amounts. PurpleCube shall promptly

notify Customer in writing of such claim or lawsuit and, at your request and expense, provide all information and assistance reasonably requested by you in connection. You may not settle any case by requiring PurpleCube to incur liability without PurpleCube's prior written consent.

Term and Termination

13.1 Term:

This Agreement begins on the Effective Date and continues until terminated under its terms.

13.2 Termination by you:

This Agreement may be terminated by you upon 90 days prior written notice to PurpleCube, for material breach of any terms and conditions of PurpleCube. If PurpleCube cannot remedy the such material breach within the 90 days notice period, the Agreement shall be deemed terminated.

13.3 Termination by PurpleCube:

PurpleCube may, by written notice to you, terminate this Agreement if any of the following events ("Termination Events") occur:

(a) you fail to pay any amount due under this Agreement within 30 days after you receive written notice of such non-payment.

(b) you are in material breach of any other terms and conditions, including but not limited to Sections 2 (License), 5 (License Restrictions), and 8 (Confidentiality) of this Agreement, which breach, if capable of being cured, is not remedied within 30 days from the date of the notice of such violation: or

(c) Customer (i) terminates or suspends its business; (ii) becomes insolvent; (iii) admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

Effect of Termination:

On termination of this Agreement for any reason:

(a) all licenses granted by PurpleCube shall immediately terminate.
(b) you will immediately discontinue the use of all Software.

(c) you will destroy all copies of Software and Documentation in its possession, custody, or control; and

(d) if requested, you will certify such return or destruction to PurpleCube in writing within 30 days after the effective date of termination by you for the reason of PurpleCube's material breach is not remedied within the period set out in Section 13.2; PurpleCube will refund any prepaid fees received by PurpleCube covering that part of the License Term for the affected Software, if any, remaining after the such effective date. If termination is for your breach, all remaining amounts are accelerated, deemed due, and payable as of the termination date.

13.5 Survival:

Except as otherwise provided in this Agreement, the following will survive termination of this Agreement: Sections 1 (Definitions), 2.2 (Invoices and Payment), 2.3 (Taxes), 4.2 (Restrictions), 5 (Intellectual Property), 6 (Confidentiality), 7.3 (Disclaimers), 8 (Limitations of Liability), 9 (Third-Party Claims), 10 (Term and Termination), 11 (Proper Conduct), and 12 (General).

Proper Conduct
14.1 Compliance with Law:

Each party will comply with all Applicable Laws in performing this Agreement.

14.2 Responsibility for the Security and Integrity of Your Data:

The Software will be available in the mode set out in Section 2.2 of this Agreement, which shall be linked to your own data center environment. You are solely responsible for adequately duplicating, documenting, and protecting its/Your Data, and PurpleCube assumes no liability for your failure to do so. PurpleCube's access to Your Data in the performance of Professional Services or Support is subject to the following terms:

(a) you are solely responsible for the duration and configuration of the scope of access to Your Data.

(b) you are solely responsible for access control management and must ensure that any access to Your Data that you grant to PurpleCube is limited to read-only access (unless otherwise required to perform Professional Services or Support);

(c) you will not grant PurpleCube access to any non-PurpleCube environment.

(d) PurpleCube may only access Your Data through your secure workstations or networks that you provide, monitor, manage, configure, support, and maintain.

(e) you must provide unique user credentials to any PurpleCube resource that requires access to Your Data as described herein.

(f) such credentials noted above in Section 14.2(e) will be solely managed by you, and you will be responsible for any consumption generated from the supplied credentials; and

(g) you will limit access to any of Your Data that is unencrypted or contains personal data. If such access is granted, you shall use reasonable efforts to mask any confidential or sensitive data.

14.3 High-Risk Activity:

You shall use the Software within the intended business purposes described in the Documentation and not for any purpose that requires fail-safe performance, including, but not limited to, stock trading, financial transaction processing such as credit card processing, electronic funds transfer, and check clearing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("High-Risk Activities"). PurpleCube and its Affiliates expressly disclaim all warranties of fitness for any such use. You shall release and hold PurpleCube and its Affiliates harmless from liability arising from using the Software for High-Risk Activity.

14.4 License Review:

Upon reasonable notice, you agree to grant PurpleCube access to the Software to verify your use. You will reasonably cooperate with PurpleCube and promptly pay directly to PurpleCube for any underpayments revealed by such review, especially about terms set out in Section 3.2.

General

15.1 Waiver and Amendment:

No delay or failure by either party to exercise any right under this Agreement will waive that or any other right. A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

15.2 No Assignment:

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by you, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger, or consolidation, without the prior written consent of PurpleCube, which consent will not be unreasonably withheld. Subject to the preceding, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

15.3 Notices:

All notices and other communications under this Agreement will

be: (a) in writing; (b) in English; and (c) deemed given when delivered (or the first business day after delivery with confirmation of receipt, for notices permitted by email). Notices under this Agreement will be sufficient only if: (i) personally delivered; (ii) delivered by a primary commercial rapid delivery courier service with tracking capabilities; (iii) mailed by certified or registered mail, return receipt requested, to a party at the address stated in this Agreement; or (iv) sent via email.

For you, the address and email address will be as set out in the Order Form, and

PurpleCube's registered address is 3301 Buckeye Road Ste 209, Atlanta 30340, Georgia, USA, and the email address is legal@purplecube.ai.

15.4 Governing Law and Jurisdiction:

This Agreement shall be governed by, interpreted under, construed, and enforced by the laws of the State of Delaware, as such rules are applied to agreements entered and performed within the State of Delaware.

Any dispute arising out of, related to, or about any service or subject contemplated in this Agreement shall be referred to and finally resolved by the courts of the State of Delaware. The language to be used in the arbitration shall be English.

15.5 Severability:

Suppose any part of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable. In that case, that part will be deemed reformed to effectuate the parties' intentions, and the rest of this Agreement will remain in full force and effect.

15.6 Force Majeure:

Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, pandemics such as COVID-19, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, and explosions, provided, however, that the inability to meet financial obligations is expressly excluded.

15.7 Export:

Customer may not export or re-export the Software to any country, jurisdiction, or person: (a) to which the export, re-export, or release of the Software is prohibited by Applicable

Law, or (b) without first completing all required undertakings (including obtaining any necessary export license or other governmental approval).

15.8 Entire Agreement:

This Agreement constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous agreements, understandings, and communications between the parties relating to the subject matter, whether written or oral. Section headings are for reference only. This Agreement may be executed in multiple counterparts; collectively, they will be deemed the same Agreement.

Last updated: 05 October 2022