



FUNCTIONIZE EARLY ACCESS SERVICES

TERMS OF SERVICE

Last Updated: May 4, 2026

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE (the "TERMS") CAREFULLY BEFORE ACCESSING THE EARLY ACCESS SERVICES OFFERED BY FUNCTIONIZE, INC ("We," "Us," or "Functionize"). THESE TERMS OF SERVICE GOVERN ALL ACCESS AND USE OF FUNCTIONIZE'S PROPRIETARY SERVICE. BY USING SUCH, YOU AGREE TO THESE TERMS OF SERVICE AS AN INDIVIDUAL OR ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE FUNCTIONIZE SOLUTION. BY USING THE EARLY ACCESS VERSION YOU AGREE THAT FUNCTIONIZE MAY USE ANY INFORMATION PROVIDED TO CONTACT YOU DIRECTLY TO MARKET AND FURTHER SELL THIS PRODUCT.

YOU UNDERSTAND YOU ONLY HAVE RIGHTS TO THE EARLY ACCESS SERVICE UNLESS AND UNTIL YOU PLACE AN ORDER FOR A COMMERCIAL VERSION OF THE FUNCTIONIZE SOLUTION.

We provide an autonomous AI agent designed to perform regression testing and quality assurance on software. This "Early Access" allows You temporary access to a limited feature set of the Functionize offer to provide You insight into the offerings and the trial of the key functionality available, all offered as-is.

By accessing or using our Early Access, you ("Customer" or "You") agree to these Terms.

1. Definitions

- **"Agent(s)":** Our proprietary autonomous AI software that interacts with your applications to enable autonomous, adaptive, and cognitive functionalities for test execution and workflow automation.
- **"Customer Environment":** The software, servers, and databases you provide for the Agent to test.
- **"Output":** The bug reports, test scripts, logs, and code suggestions generated by the Agent.
- **"Sandbox Information":** means the de-identified, synthetic, or simulated data provided by Customer for testing within a non-production environment, which specifically excludes any actual Personal Information (PII) or Sensitive Data.
- **"Usage Data":** means all data collected or generated by use of Functionize Agents or in connection with the operation of the Functionize Solution, including but not limited to, any and all test case and workflow statistical metadata (such as timing data), technical metadata (such as path information for i-frames, visibility and focus states, scrolling data, and pre and post execution states, and relationships to code and CSS properties), structural metadata (such as location of elements on the page, context and relation to other elements data), administrative metadata, screenshots, and other characteristics or attributes of web pages, applications or other Customer or third-party environments, platforms or networks.

2. Access and License

2.1 Right to Use. Functionize grants Customer a limited, non-exclusive, non-transferable, and revocable license to access the Early Access for a period not to exceed ninety (90) days (the "Evaluation Term"). This access is granted solely for Customer's internal business purposes of evaluating the



Functionize Solution's performance. Multiple evaluations for the same entity or individual are strictly prohibited without written consent; Functionize reserves the right to immediately revoke access for "trial stacking" or malicious use.

2.2 Restrictions. You agree not to: (1) reverse engineer our Agent or try to discover our source code or model weights, (2) use the Agent's Output to train a competing AI model; (3) share your access credentials with any other individual or third party, nor (4) violate any law, regulation or rules through your use of the Early Access.

2.3 Children's Privacy. In accordance with our Privacy Policy, the Functionize platform is a business-to-business service intended for use by professionals and prohibits the use of the platform by minors.

3 Authorized Use & Safety (The "Sandbox Rule")

3.1 Testing Environments Only. You agree to deploy the Agent exclusively in your non-production environments. You must not deploy the Agent in an environment which you are not meant to access nor in a live production environment whether or not it contains real user data, live financial transactions, or critical infrastructure. Customer shall deploy the Early Access exclusively within non-production, and isolated "Sandbox" environments. Deployment in any live, production, or customer-facing environment is a material breach of these Terms.

3.2 Assumption of Risk. Customer acknowledges that the Early Access is provided "AS-IS" for testing purposes. Functionize assumes no liability for any data loss, service outages, or regulatory penalties resulting from Customer's ingestion of Production PII or deployment outside of a Sandbox.

3.3 Your Responsibilities. You are responsible for the security of the environment where the Agent operates. You agree to: (1) Except for the user account credentials required for login, Customer is **strictly prohibited** from ingesting actual Personal Information (PII), live financial transactions, or sensitive categories of data (e.g., health or government IDs), (2) provide the Agent with isolated credentials (API keys/logins) meant only for testing and (3) maintain backups of your testing environment. You understand the Agents will only work properly in a stable environment with a minimum of 99% uptime. Should You purchase a Commercial Version of the Functionize Solution, please note all support and service level agreements are contingent upon this standard.

4. Intellectual Property & Data Rights

4.1 You Own Your Code. We claim no ownership over your software, source code, or the proprietary data you are testing. Your trade secrets remain yours, (collectively "**Your Data**").

4.2 We Own the Platform. We own the Services, the Agent, the underlying AI models, all Usage Data and our testing methodologies. Customer grants Functionize a worldwide, irrevocable, royalty-free, transferable, and sublicensable license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the operation of Functionize's services.

4.3 Ownership of Output. You own the specific Output (bug reports, test scripts) generated for you. You can use this Output freely. You grant us limited permission to view this Output solely to provide Early Access and debug Our own systems. Customer acknowledges the Output incorporates Functionize's proprietary format, Usage Data, and templates, and Customer agrees to only use and reproduce the Output for Customer's internal business purposes.



4.4 How We Train Our Models. To improve the Agent, we use Usage Data as well as LLM input text. Your code will not be memorized or maintained, nor can it be viewed or accessed by other Agents or customers.

5. Performance and Accuracy

5.1 Probabilistic Nature of AI. You acknowledge that the Agent uses Artificial Intelligence, which is probabilistic, not deterministic. This means the Agent may occasionally:

- Report a bug that does not exist ("False Positive").
- Fail to identify a bug that does exist ("False Negative").
- Generate code or scripts that require adjustment.

5.2 Human in the Loop. You agree that a human at your Company will review any critical code fixes or high-priority bug reports generated by the Agent before you implement them. We do not guarantee that the Software tested by the Agent will be error-free.

6. Confidentiality

6.1 Mutual Respect. We both agree to keep each other's confidential information private. We will protect your data with the same degree of care we use to protect our own.

6.2 Security Standards. Functionize maintains safeguards to protect the confidentiality, integrity, and availability of Your Data. Functionize is SOC 2 Type 2 certified and encrypts all Your Data in transit and at rest.

7. GLOBAL COMPLIANCE (UK, EU, US, INDIA). Customer and Functionize agrees to comply with all applicable local laws, including:

- **EU AI Act (2024/1689):** For users in the EEA/EU, Functionize provides transparency disclosures regarding AI interaction as required by Article 50.
- **India DPDP Act (2023):** Users in India acknowledge that their account credentials are processed solely for specified evaluation purposes.
- **US Privacy Laws:** Functionize maintains SOC 2 Type 2 certification and industry-standard encryption for all data in transit and at rest.

8. Indemnification. In the event You leverage the Early Access in a way that leads to a legal claim against Us you agree to cover our legal costs and any damages we have to pay.

9. Limitation of Liability

9.1 SUBJECT TO APPLICABLE LAW, FUNCTIONIZE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THE EARLY ACCESS SERVICE SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY CUSTOMER FOR THE EVALUATION (WHICH IS TYPICALLY \$0); OR (B) ONE HUNDRED DOLLARS (\$100.00). NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR DATA.



9.2 Exclusion of Consequential Damages. Neither of us will be liable for "indirect" damages, including lost profits, reputation damage, or data loss.

10. Term and Termination

10.1 Term. This agreement lasts for the length of your Early Access. In no event will an Early Access subscription last longer than ninety (90) days from date of activation unless otherwise agreed in a Proof of Concept Order Form.

10.2 Cancellation. No cancellation is required. During the Evaluation of Functionize, You are free to cease use with no commitment at any time. We reserve the right to immediately cancel your Evaluation access if we detect malicious use, security threats, or a breach of the "Sandbox Rule."

11. General Provisions

- **Governing Law:** In the event these Terms are debated, they shall be governed by the laws of Delaware, without regard to its conflicts of law principles.
- **Entire Agreement:** This is the whole agreement between You and Us regarding Early Access.
- **Updates:** We may update these terms at any time. In the event of an update, a banner with a link to the new terms will be presented at the next login.