

FUNCTIONIZE, INC.

Terms of Service

Effective Date: 10 July 2026 **Version:** 2.0 **Last Updated:** July 2026

These Terms of Service (the “Terms”) govern access to and use of the Functionize Studio platform (the “Service”), an AI agent-led quality assurance and software testing platform, provided by Functionize, Inc. (“Company,” “we,” “us,” or “our”). These Terms are a binding agreement between Company and the entity or person that accesses or uses the Service (“Customer” or “you”).

By accepting these Terms, executing an Order Form that references them, or accessing or using the Service, you agree to be bound by them. If you do not agree, do not access or use the Service. If you accept on behalf of an organization, you represent that you have authority to bind that organization.

1. Definitions

- 1.1 “Affiliate”** means any entity that controls, is controlled by, or is under common control with a party.
- 1.2 “Agent”** means the proprietary artificial intelligence system built to support and complete automated workflow, test, or routine that Customer leverages to create, configure, or deploy various use cases within the agent-studio capabilities of the Service, including any prompts, instructions, tools, connectors, and parameters Customer supplies.
- 1.3 “Authorized Users” or “Users”** means Customer’s employees, contractors, and agents whom Customer authorizes to access the Service under Customer’s account, subject to the access entitlements in the applicable Order Form or Subscription Plan.
- 1.4 “Customer Content”** means all data, materials, code, test artifacts, prompts, instructions, files, and other content that Customer or its Authorized Users submit to, upload to, generate within, or transmit through the Service, including Inputs and Customer’s Agent configurations.
- 1.5 “Documentation”** means the user guides, usage guidance, and technical documentation that Company makes generally available for the Service.
- 1.6 “Inputs”** means prompts, instructions, files, data, and other content Customer submits to the Service’s features.
- 1.7 “Order Form”** means an ordering document or online order executed or accepted by Customer that references these Terms and specifies the subscription, fees, term, and entitlements.
- 1.8 “Output”** means content generated by the Service, including generated tests, test results, logs, reports, code, and recommendations.
- 1.9 “Sanctioned Person”** means any person or entity that is, or is owned or controlled by one or more persons that are:
- a) the target of any sanctions or listed on any sanctions-related list of designated persons maintained by any sanctions authority (including, without limitation, OFAC’s Specially Designated Nationals and

Blocked Persons List ("SDN List"), the Sectoral Sanctions Identifications List, or HMT's Consolidated List of Financial Sanctions Targets);

- b) located, organized, or resident in, or operating from, a country, region, or territory which is itself the subject or target of comprehensive country-wide or territory-wide sanctions; or
- c) acting for or on behalf of any person or entity described in clauses (a) or (b) above.

1.10 "Sandbox" means the isolated, non-production hosted environment in which the Service is designed to operate and within which the Agents run, as further described in Section 6.

1.11 "Stripe" means Stripe, Inc. and its affiliates, the third-party payment processor used for credit-card and other card-based payments.

1.12 "Subscription Plan" means a self-service, online subscription to the Service purchased on a recurring monthly basis by credit or debit card through Stripe, as opposed to an Enterprise subscription purchased under an Order Form.

1.13 "Target Systems" means, including but not limited to, the applications, websites, APIs, environments, datasets, or systems that Customer directs its Agents to test, exercise, or evaluate.

1.14 "Usage Data" means all data collected or generated by use of the Service or in connection with the operation of the Service, 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. The Service

2.1 Description. The Service enables Customer to design, configure, orchestrate, and direct the Agents to perform quality-assurance and software-testing activities against Target Systems within the Sandbox. Company will provide the Service in accordance with these Terms, the applicable Order Form or Subscription Plan, and the Documentation.

2.2 Access Grant. Subject to Customer's compliance with these Terms and payment of applicable fees, Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Service and Documentation solely for Customer's internal business purposes and within the entitlements purchased.

2.3 Authorized Users. Customer is responsible for its Authorized Users' compliance with these Terms and for all activity occurring under its account. Account credentials may not be shared except as the Service expressly permits, and access is limited to the number of seats, environments, or usage units purchased. Customer shall not allow any Sanctioned Person to have access or use the Service. In the event Company becomes aware of use by a Sanctioned Person, Company reserves the right to terminate the user and/or the entire account immediately with no refunds available.

2.4 Acceptable Use. Customer use of the Service is subject to the Acceptable Use Policy and the Usage Guidance Policy, each incorporated by reference and available at functionize.com. Company may update these policies from time to time as described in Section 21.

3. Accounts and Eligibility

3.1 Registration. To use the Service, Customer must register an account and provide accurate, complete, and current information. Customer must promptly update its information to keep it accurate.

3.2 Eligibility. The Service is intended for business and organizational use only and is not directed to consumers. Customer represents that each Authorized User is at least the age of majority in its jurisdiction, not a Sanctioned Person and is using the Service for business purposes.

3.3 Security of Credentials. Customer is responsible for safeguarding its account credentials and for all activities that occur under its account. Customer must notify Company promptly at security@functionize.com of any unauthorized use or suspected compromise.

4. Purchasing Models: Enterprise Order Forms and Monthly Subscriptions

4.1 Enterprise Subscriptions (Order Form)

(a) Structure. An “Enterprise Subscription” is purchased under a mutually executed Order Form (or, where applicable, a separate master subscription agreement that incorporates these Terms). The Order Form specifies the subscription scope, fees, billing frequency, payment method, Subscription Term, usage limits, and any negotiated terms.

(b) Order of Precedence. If there is a conflict between an executed Order Form (or master agreement) and these Terms, the Order Form (or master agreement) controls, but only as to the specific conflicting provision and only for the subscription it governs. The Documentation and incorporated policies are subordinate to these Terms.

(c) Invoicing. Unless the Order Form states otherwise, Enterprise fees are invoiced annually in advance, due net thirty (30) days from the invoice date, and payable only in USD. Customer is responsible for all purchase-order requirements; terms in a Customer purchase order or vendor portal that purport to add to or conflict with these Terms are void.

4.2 Subscriptions (Self-Service, Credit Card via Stripe)

(a) Structure. A “Subscription” is a self-service Subscription Plan purchased online and paid on a recurring basis by credit or debit card. All Subscriptions shall be paid in USD. No Order Form or signature is required; acceptance occurs when Customer selects a plan, provides payment details, and completes checkout.

(b) Payment Processor. Card payments are processed by Stripe. Company does not collect or store full card numbers; card data is provided directly to and handled by Stripe in accordance with Stripe’s terms and privacy policy. Customer’s use of card payments is also subject to Stripe’s applicable terms, available at <https://stripe.com/legal>.

(c) Authorization for Recurring Charges. By providing a payment method and selecting a recurring Subscription, Customer authorizes Company (through Stripe) to charge the applicable recurring fee, plus any applicable taxes and usage-based or overage charges, to Customer's payment method on each renewal date until the subscription is cancelled. Customer authorizes Company to update card details using card-updater services where available.

(d) Automatic Renewal. Subscriptions renew automatically for successive periods at the then-current rate unless cancelled before the end of the current billing cycle through the account settings or as otherwise provided. The renewal charge is applied on the renewal date.

(e) Cancellation. Customer may cancel a Subscription at any time effective at the end of the current billing cycle. Cancellation stops future renewals; it does not entitle Customer to a refund of fees already paid for the current cycle except as required by applicable law or expressly stated in Section 5.

(f) Partial and Failed Payments. No partial payments shall be accepted. If a charge fails, Company may retry the charge, suspend or downgrade the Subscription, and restrict access until payment is received. Customer remains responsible for amounts owed.

5. Fees, Taxes, and Refunds

5.1 Fees. Customer will pay all fees specified in the applicable Order Form or Subscription Plan. Except as expressly stated in these Terms or required by law, fees are non-refundable and payment obligations are non-cancellable.

5.2 Usage-Based Charges. Certain features are metered (for example, by Agent runs, compute, test executions, etc.). Customer is responsible for usage-based charges that exceed included entitlements at the rates stated in the Order Form, Subscription Plan, or Documentation.

5.3 Taxes. Fees are exclusive of taxes. Customer is responsible for all sales, use, value-added, withholding, and similar taxes, excluding taxes on Company's net income. If Company must collect tax, it will be added to the amount charged unless Customer provides a valid exemption certificate.

5.4 Price Changes. For Subscriptions, Company may change pricing prospectively; changes take effect at the start of the next billing cycle following reasonable notice (for example, by email or in-product notice). For Enterprise Subscriptions, pricing for a committed term is fixed in the Order Form, and renewal pricing is as stated therein or, if not stated, at Company's then-current rates.

5.5 Late Payments. Undisputed amounts not paid when due may accrue interest at the lower of 1.5% per month or the maximum permitted by law, and Company may suspend the Service for non-payment after reasonable notice.

6. Sandbox Environment and Nature of the Service

6.1 Sandbox Only. The Service is designed to operate solely within a Sandbox intended for development, evaluation, and quality-assurance activities. Customer Sandbox must not be a production environment and shall not be designed, warranted, or supported for the processing of production workloads or for use in connection with safety-critical, high-risk, or regulated decisioning.

6.2 Ephemeral Data and Resets. Sandbox data, Agent state, and run artifacts may be periodically reset, archived, or deleted in accordance with the Documentation and Company's retention practices. Customer should not rely on the Sandbox as a system of record and is responsible for exporting or retaining any Customer Content it wishes to preserve.

6.3 No Sensitive or Regulated Data Without Authorization. Unless expressly permitted in an Order Form and supported by a corresponding data processing addendum and configuration, Customer must not submit to the Sandbox any data subject to heightened legal protection — including protected health information, full payment-card data, government identifiers, biometric data, or other special categories of personal data. Customer is strongly encouraged to use synthetic or de-identified test data.

6.4 Availability. Company will use commercially reasonable efforts to make the Service available. Any service-level commitments apply only if and to the extent expressly stated in an Order Form. Self-service Subscriptions are provided without a service-level agreement. The Service may be subject to maintenance, and/or usage limits.

7. Customer Content and Target Systems

7.1 Ownership of Customer Content. As between the parties, Customer owns and retains all rights in Customer Content. Customer grants Company a worldwide, non-exclusive, royalty-free license to host, process, transmit, and otherwise use Customer Content solely to provide, secure, maintain, improve and support the Service, to prevent or address technical or security issues, and as otherwise instructed by Customer.

7.2 Responsibility for Customer Content. Customer is solely responsible for Customer Content and for the accuracy, quality, legality, and rights to use it. Customer represents that it has all rights and permissions necessary to submit Customer Content to the Service and to grant the license in Section 7.1.

7.3 Authorization to Test Target Systems.

- a. Customer represents and warrants that, for every Target System it directs an Agent to test, exercise, scan, or evaluate, Customer either owns the Target System or has obtained all authorizations, consents, and rights required to conduct such testing. Customer must not use the Service to access, test, probe, scan, load-test, or attack any system, network, account, or data that Customer does not own or is not expressly authorized to test.
- b. Quality-assurance and testing tools can be misused to access or disrupt systems without authorization. Customer bears full responsibility for ensuring proper authorization before pointing an Agent at any Target System. Unauthorized testing may violate computer-fraud, anti-hacking, and other laws, and is prohibited under the Acceptable Use Policy.

7.4 Credentials and Connectors. If Customer configures the Service to connect to Target Systems or third-party tools using credentials, tokens, or API keys, Customer is responsible for the scope and security of those credentials and should use least-privilege, test-scoped credentials wherever possible.

8. Artificial Intelligence Features

8.1 Inputs and Outputs. The Service uses AI models (including third-party foundation models) to generate Output with or without Inputs at Company's discretion. As between the parties and subject to third-party model terms, Customer owns its Inputs and, to the extent permitted by law, Output generated for Customer, and is responsible for evaluating Output before relying on it.

8.2 Nature of AI Output. AI Output is probabilistic and may be inaccurate, incomplete, outdated, or otherwise unsuitable. Output may include false positives or false negatives in test results, may not reflect the true behavior of a Target System, and must not be treated as a guarantee of software quality, security, or compliance. Customer is responsible for human review and validation of Output before acting on it.

8.3 No Professional Reliance. Output does not constitute professional, legal, security-assurance, or certification advice. Customer must apply its own judgment and qualified personnel when making decisions based on Output.

8.4 Use of Data for Model Training. Company owns and retains all rights to use, store, train on and process Usage Data at its sole discretion. Company will not use Customer Content to train Company's or third parties' generative AI foundation models, except (a) as expressly authorized by Customer in writing, or (b) using data that has been aggregated and de-identified so that it no longer identifies Customer or any individual. Company may use service-operations data (such as telemetry and usage metrics) to operate, secure, and improve the Service as described in the Privacy Policy.

8.5 Similarity of Output. Given the nature of AI, Output may be similar to or the same as content generated for other customers. Customer's ownership of Output does not extend to Output independently generated for others.

8.6 Third-Party Model Terms. AI features may be powered by third-party model providers whose terms and usage policies apply to the relevant features. Company shall in its own discretion select and utilize third party model providers in any location unless agreed expressly in any Order Form.

9. Use Restrictions

Customer must not, and must not permit any Authorized User or third party to:

- (a) access or use the Service except as expressly permitted, or in violation of the Acceptable Use Policy;
- (b) use the Service to test, access, or disrupt any system or data that Customer does not own or is not authorized to test;
- (c) reverse engineer, decompile, or attempt to derive source code, model weights, or underlying components of the Service, except to the extent this restriction is prohibited by law;
- (d) circumvent or disable usage limits, rate limits, security, or access controls, or probe or test the vulnerability of the Service itself without prior written authorization;
- (e) resell, sublicense, time-share, or provide the Service as a service bureau to third parties, except as expressly permitted in an Order Form;
- (f) use the Service to develop a competing product, or to benchmark the Service, without Company's prior written consent;

- (g) submit content or use the Service in any manner that infringes intellectual property, violates privacy or publicity rights, or is unlawful; or
- (h) use the Service to generate or facilitate prohibited or high-risk AI uses as described in the Acceptable Use Policy and AI Governance Framework.

10. Intellectual Property; Feedback

10.1 Company IP. Company and its licensors own all right, title, and interest in and to the Service, the Documentation, and all related software, models, technology, and materials, including all intellectual property rights. No rights are granted except as expressly stated in these Terms.

10.2 Feedback. If Customer provides suggestions, ideas, or feedback about the Service, Company may use it without restriction or obligation, and Customer grants Company a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate such feedback.

10.3 Usage Data. Company may collect and use aggregated and de-identified data and/or Usage Data derived from operation of the Service for analytics, security, and product improvement, provided such data does not identify Customer, any Authorized User, or any individual.

10.4 Publicity. Customer grants Company a non-exclusive, worldwide, royalty-free, fully paid-up, license to use, reproduce, display, and distribute Customer's name, trademarks, service marks, and logos ("Customer Marks") on Company's website, marketing collateral, sales presentations, and financial/earnings communications solely for the purpose of identifying Customer as a client of Company's products or services. Company agrees to cease use of Customer Marks within thirty (30) days following the termination of this Agreement and written request from Customer.

11. Confidentiality

11.1 Definition. "Confidential Information" means non-public information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") that is designated as confidential or that should reasonably be understood to be confidential given its nature and the circumstances. Customer Content is Customer's Confidential Information. The Service, Documentation, and non-public pricing are Company's Confidential Information.

11.2 Obligations. The Receiving Party will use Confidential Information only to perform under these Terms, protect it using at least reasonable care, and not disclose it except to representatives with a need to know who are bound by confidentiality obligations. These obligations do not apply to information that is public through no breach, independently developed, or rightfully received from a third party.

11.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent legally compelled, provided it gives reasonable notice where lawful and cooperates in seeking protective treatment.

12. Data Protection and Security

12.1 Privacy. Company's collection and use of personal information is described in the Privacy Policy at <https://www.functionize.com/privacy-policy> incorporated by reference.

12.2 Data Processing Addendum. As Company and the Services are not built to standardly accept or process personal data on Customer's behalf as a processor, the Data Processing Addendum ("DPA") shall only apply if mutually agreed in writing. The DPA shall describe roles, security measures, sub processors, international transfer mechanisms, and breach notification.

12.3 Security. Company will maintain commercially reasonable administrative, technical, and organizational measures designed to protect Customer Content within the Sandbox against unauthorized access, consistent with the Documentation. Customer is responsible for configuring its use, Agents, and credentials securely and for the data it chooses to submit.

13. Third-Party Services and Sub Processors

13.1 Third-Party Services. The Service may interoperate with or rely on third-party services, including Stripe (payments), cloud hosting, and AI model providers. Customer's use of third-party services is subject to their terms, and Company is not responsible for third-party services it does not control.

13.2 Connectors Customer Enables. If Customer enables a connection to a third-party service or Target System, Customer authorizes Company to access and exchange Customer Content with that service as directed by Customer. Company is not responsible for third-party services' acts or omissions.

14. Warranties and Disclaimers

14.1 Mutual. Each party represents that it has the authority to enter into these Terms.

14.2 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR AN ORDER FORM, THE SERVICE, THE DOCUMENTATION, AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT OUTPUT WILL BE ACCURATE OR COMPLETE, OR THAT THE SERVICE WILL DETECT ALL DEFECTS, VULNERABILITIES, OR QUALITY ISSUES.

14.3 Beta and Evaluation Features. Features identified as beta, preview, or evaluation may be changed or withdrawn at any time, and are provided without any warranty or support commitment.

15. Indemnification

15.1 By Customer. Customer will defend, indemnify, and hold harmless Company and its Affiliates from and against third-party claims and resulting losses arising out of (a) Customer Content; (b) Customer's use of the Service in violation of these Terms, the Acceptable Use Policy, or law; or (c) Customer's testing of, or directing Agents at, Target Systems that Customer did not own or was not authorized to test.

15.2 By Company (Enterprise). For Enterprise Subscriptions, and subject to the limitations in Section 18, Company will defend Customer against third-party claims that the Service, as provided by Company and used in accordance with these Terms, infringes a third party's intellectual property right, and will pay resulting costs finally awarded or settled. Company has no obligation for claims arising from Customer Content,

Output, combinations with non-Company materials, Target Systems, or modifications. This Section 15.2 does not apply to Subscriptions, which are provided without an infringement indemnity except as required by law.

15.3 Procedure. The indemnified party will provide prompt notice, reasonable cooperation, and control of the defense to the indemnifying party (with counsel of its choice). The indemnifying party may not settle a claim in a manner that imposes liability or admission on the indemnified party without consent.

16. Suspension

Company may suspend or restrict Customer's access to all or part of the Service, with notice where practicable, if: (a) Customer's use poses a security risk or may harm Company, the Service, or others; (b) Customer breaches Section 7.3 (authorization to test), the Acceptable Use Policy, or fails to pay; (c) suspension is required by law; or (d) Customer's use exceeds purchased entitlements. Company will restore access once the cause is resolved, where feasible.

17. Term and Termination

17.1 Term. These Terms apply for as long as Customer has an active subscription. Enterprise Subscriptions run for the Subscription Term stated in the Order Form. Recurring Subscriptions run on a regular basis until cancelled.

17.2 Termination for Cause. Either party may terminate for the other's material breach not cured within thirty (30) days after written notice. Company may terminate or suspend immediately for breach of Section 7.3, the Acceptable Use Policy, or non-payment.

17.3 Effect of Termination. Upon termination, Customer's right to access the Service ends. Customer is responsible for exporting Customer Content before termination. Following termination, Company may delete Customer Content from the Sandbox in the ordinary course and in accordance with the DPA. For Enterprise prepaid fees, Customer is not entitled to a refund except where Customer terminates for Company's uncured material breach, in which case Company will refund prepaid, unused fees for the terminated period.

17.4 Survival. Sections concerning fees accrued, confidentiality, intellectual property, disclaimers, indemnification, limitation of liability, governing law, and any term that by its nature should survive, will survive termination.

18. Limitation of Liability

18.1 Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, OR FOR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

18.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE

CLAIM. FOR RECURRING SUBSCRIPTIONS, THE CAP WILL NOT EXCEED THE GREATER OF THE FEES PAID IN THE PRIOR THREE (3) MONTHS OR ONE HUNDRED U.S. DOLLARS (\$100).

18.3 AI Services. Customer acknowledges that the AI services are probabilistic systems. Customer agrees that all AI-generated content or outputs are provided on an 'as-is' basis and that Customer is solely responsible for verifying the accuracy, appropriateness, and compliance of any such outputs before use.

18.4 Exceptions. The exclusions and caps do not apply to a party's liability for: (a) amounts owed under an Order Form or Subscription Plan; (b) Customer's breach of Section 7.3 or the Acceptable Use Policy; (c) either party's indemnification obligations; or (d) liability that cannot be limited under applicable law.

19. Modifications to the Service and Terms

19.1 To the Service. Company may modify, update, or discontinue features of the Service. For Enterprise Subscriptions, Company will not materially degrade the core functionality of the purchased Service during the paid term.

19.2 To the Terms. Company may update these Terms and incorporated policies. For Monthly Subscriptions, changes take effect upon posting or at the start of the next billing cycle following notice; continued use constitutes acceptance. For Enterprise Subscriptions, changes apply upon renewal unless the parties agree otherwise or the change is required by law or addresses a security or legal risk.

20. Compliance, Export, and Government Use

20.1 Compliance with Laws. Each party will comply with laws applicable to its performance, including data protection, anti-corruption, labor and human rights, and AI-specific laws and regulations applicable to its role.

20.2 Code of Conduct; Labor Practices. Each party represents and warrants that it does not use, and will not use in connection with the Service, any form of forced, bonded, indentured, or involuntary prison labor, nor any child labor as defined under applicable law and the core conventions of the International Labour Organization. Each party will otherwise conduct its business in accordance with applicable anti-slavery and human-trafficking laws and will maintain policies reasonably designed to prevent such practices within its own operations and supply chain.

20.3 Export Compliance and Sanctions Warranties.

(a) *Restricted Party Representation.* Customer represents and warrants that neither Customer nor any of its officers, directors, or affiliates (i) is a Specially Designated National or otherwise identified on any restricted, denied, debarred, or sanctioned party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of Commerce, the U.S. Department of State, the European Union, the United Kingdom, the United Nations, or any other applicable governmental authority (collectively, "Sanctioned Party Lists"), nor (ii) is fifty percent (50%) or more owned, or otherwise controlled, individually or in the aggregate, by one or more persons or entities appearing on any Sanctioned Party List.

(b) *No Circumvention of Access Restrictions.* Customer will not, and will not permit any third party to, use proxies, VPNs, IP-masking tools, or any other means to obscure or misrepresent Customer's location or identity for the purpose of accessing the Service from, or otherwise circumventing, any geographic or

jurisdictional restriction imposed under these Terms or applicable law. Any such circumvention constitutes a material breach of these Terms.

(c) *Suspension and Termination for Suspected Evasion.* Without limiting any other remedy, if Company reasonably believes, based on credible information, that Customer has violated this Section 20.3 or is engaged in sanctions evasion, export-control violations, or circumvention of access restrictions, Company may immediately suspend Customer's access to the Service pending investigation, and, where notice is not itself prohibited by applicable law, will use commercially reasonable efforts to notify Customer promptly. If, following investigation, Company determines that a violation has occurred, Company may terminate these Terms and Customer's access to the Service, and Customer will not be entitled to a refund of any prepaid fees for the terminated portion of the Service. Company may withhold or apply as a setoff any amounts otherwise payable to Customer to the extent reasonably necessary to comply with applicable sanctions or export-control laws. Company's exercise of these rights is without prejudice to any other rights or remedies available to Company at law or in equity.

(d) *General Export Compliance.* The Service may otherwise be subject to export-control and sanctions laws. Customer further represents that it is not located in, organized under the laws of, or a national or resident of, any country or territory subject to comprehensive U.S. or other applicable sanctions or embargo, and will not use, export, re-export, or transfer the Service in violation of any applicable export-control or sanctions law.

20.4 Government Users. If Customer is a government entity, the Service is provided as "commercial computer software" and "commercial computer software documentation," and any rights are limited to those granted to all other customers under these Terms.

21. Incorporated Policies

The following policies are incorporated into these Terms by reference and govern Customer's use of the Service: (a) the Acceptable Use Policy; (b) the Usage Guidance Policy; (c) the Privacy Policy; (d) the Data Processing Addendum (where applicable); and (e) the AI Governance Framework (to the extent it states binding commitments or restrictions). In the event of a conflict, these Terms control over a policy unless the policy expressly states otherwise or the conflict concerns data protection, in which case the DPA controls.

22. Governing Law and Dispute Resolution

22.1 Governing Law. These Terms are governed by the laws of California, without regard to conflict-of-laws rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

22.2 Informal Resolution. Before initiating a formal proceeding, the parties will attempt in good faith to resolve any dispute through their designated contacts for at least thirty (30) days after written notice.

22.3 Arbitration; Class Waiver. Except for claims for injunctive relief regarding intellectual property or unauthorized use, any dispute that is not resolved informally will be resolved by binding arbitration administered by the American Arbitration Association under its rules, seated in California, in English. Each party waives any right to participate in a class or representative action. This Section does not waive any right that cannot be waived under applicable law.

22.4 Enterprise Option. An Order Form or master agreement may specify a different governing law, venue, or dispute-resolution mechanism, which will control for that subscription.

23. General Provisions

23.1 Entire Agreement. These Terms, together with any Order Form, Subscription Plan, and incorporated policies, are the entire agreement regarding the Service and supersede prior agreements on the subject.

23.2 Assignment. Customer may not assign these Terms without Company's prior written consent, except to a successor in a merger or sale of substantially all assets that is not a competitor of Company. Company may assign to an Affiliate or in connection with a corporate transaction.

23.3 Notices. Notices to Company must be sent to legal@functionize.com. Notices to Customer may be sent to the account contact or in-product. Operational notices for Monthly Subscriptions may be provided by email or in-product.

23.4 Force Majeure. Neither party is liable for delay or failure due to causes beyond its reasonable control.

23.5 Independent Contractors. The parties are independent contractors; these Terms create no agency, partnership, or joint venture.

23.6 No Waiver; Severability. A failure to enforce is not a waiver. If a provision is unenforceable, it will be modified to the minimum extent necessary, and the remaining provisions remain in effect.

23.7 Publicity. Company may identify Customer as a customer using Customer's name and logo only with Customer's prior consent, except where an Order Form provides otherwise.

23.8 Third-Party Beneficiaries. There are no third-party beneficiaries except as expressly stated.

23.9 Contact. Questions about these Terms or any aspect of the purchasing process may be directed to legal@functionize.com.