

Tecton Free Trial Terms of Service

We are pleased to provide a free trial (the “Free Trial Services”) of Tecton, Inc. (“Tecton” or the “Company”) at no charge to those interested in learning and exploring the use of Tecton’s platform-as-a-service offering. Your use of the Free Trial Services is governed by these Free Trial Terms of Service, including the [Arbitration Agreement](#) (the “Terms”). If you are using the Free Trial Services on behalf of an organization, you represent and warrant that you are authorized to bind that entity to these Terms, in which case “you” or “your” will refer to that entity (otherwise, such terms refer to you as an individual). If you do not have authority to bind your entity or do not agree with these Terms, you must not accept these Terms and may not use the Free Trial Services. The effective date of these Terms is the earliest to occur of the date you explicitly accept these Terms, or the date you first access or use the Free Trial Services.

BY CLICKING TO ACCEPT THESE TERMS OR USING THE FREE TRIAL SERVICES, YOU ARE REPRESENTING THAT YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING WITHOUT LIMITATION THE [ACCEPTABLE USE POLICY](#), THE SECTION TITLED “YOUR DATA AND USE OF FREE TRIAL – RESTRICTIONS APPLY” AND THE SECTION REGARDING MANDATORY, BINDING ARBITRATION OF DISPUTES ENTITLED “DISPUTES; BINDING ARBITRATION AND CLASS ACTION WAIVER”.

YOUR DATA AND USE OF FREE TRIAL – RESTRICTIONS APPLY

There Are Strict Limits On What Your Data Can Include. In order for us to provide the Free Trial Services to you at no charge, we have implemented certain cost saving elements within the architecture of the Free Trial Services including, among other things, limited data security protections. In addition, Tecton personnel have generally unrestricted access to your account (“Your Account”) and any data used or exposed to the Free Trial Services for the purposes of monitoring and improving the quality of the service. Therefore, you should have no expectation of privacy regarding the data you submit or otherwise make available in any way to the Free Trial Services (collectively, “Your Data”) and you must limit Your Data to only that data and other information that you can afford to lose, or have accessed, obtained or disseminated by other parties.

Without limiting the foregoing, under no circumstances are you permitted to use with or make available to the Free Trial Services (such data, “Prohibited Data”):

- any data for which you do not have all rights, power and authority necessary for its collection, use and processing as contemplated by this Agreement;
- any data with respect to which your use and provision to Tecton pursuant to this Agreement would breach any agreement between you and any third party;
- any data that includes pornography, incitements to violence, terrorism or other wrongdoing, or obscene, illicit or deceptive materials of any kind;
- any data with respect to which its usage as contemplated herein would violate any applicable local, state, federal or other laws, regulations, orders or rules, including without limitation any privacy laws;
- any (w) bank, credit card or other financial account numbers or login credentials, (x) social security, tax, driver’s license or other government-issued identification numbers, (y) health information identifiable to a particular individual; or (z) any data that would constitute “special categories of data,” “sensitive personal data,” personally identifiable information, or any similar concept under applicable law; or
- any data that is prohibited by the [Acceptable Use Policy](#).

You Must Protect Access to Your Account and to Your Data. You are responsible for safeguarding your password and you must make sure no one else has access to it. Additionally, in order to facilitate the sharing and widespread use of the Free Trial Services, we enable you, at your discretion, to share with others access to Your Data. You bear sole responsibility for protecting access to Your Data and for any and all liabilities that may result from the misuse of any sharing privileges granted by you to others. You agree and acknowledge Tecton has a passive role in the transmission, reception and use of Your Data, and Tecton does not take any initiative in the transmission, reception, or use of Your Data. Moreover, as between you and Tecton, you agree and acknowledge that you are solely responsible for your use of Your Data and that Tecton cannot supervise, control, direct, choose, verify,

investigate, or evaluate Your Data or your actions with respect to Your Data that you transmit or receive using the Free Trial Services. You acknowledge that we may (but are not obligated to) remove or disable access to any of Your Data, or interrupt any or all services, at any time at our own discretion. You understand and acknowledge that we have the right (but no obligation) to do so if we believe, or are notified, that you have breached any provision of this Agreement (including copyright breach), or if we discontinue or restrict the service that enables you to transmit or receive Your Data.

Limits Apply to How You Can Use the Free Trial Services.

- You agree that your use of the Free Trial Services is subject to the [Acceptable Use Policy](#).
- The use of Free Trial Services will be restricted to non-productive evaluation use and not for any production workloads or for any mission critical work.
- You will not use the Free Trial Services to develop or offer a service made available to any third party that could reasonably be seen to serve as a substitute for such third party's possible subscription to any Company product or service;
- You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Free Trial Services or any software, cloud platform, documentation or data related to the Free Trial Services ("Technology"); modify, translate, or create derivative works based on the Free Trial Services or any Technology; use the Free Trial Services or any Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- You may not remove or export from the United States or allow the export or re-export of the Free Trial Services, Technology or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Technology and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by these Terms and will be prohibited except to the extent expressly permitted by these Terms.
- To the extent you use the Databricks Platform Services, you acknowledge and accept the External User Terms of Databricks located at www.databricks.com/external-user-terms (and any associated agreements set forth therein) (together, the "Databricks Agreement"). "Databricks Platform Services" shall have the meaning set forth in the Databricks Agreement.
- You represent, covenant, and warrant that you will use the Free Trial Services, including, if applicable, the Databricks Platform Services, only in compliance with Tecton's standard policies in effect and all applicable laws and regulations, including without limitation any applicable data protection laws

TECTON'S LEGAL PROTECTIONS & OTHER PROVISIONS

Tecton Intellectual Property Rights. The Free Trial Services are protected in various ways by copyright, trademark, and other laws of the United States and other countries. These Terms don't grant you any rights to use of Tecton's intellectual property, including trademarks, logos and other brand features, except those rights necessary for you to use the Free Trial Services as contemplated under these Terms. Tecton welcomes your feedback but please note that we may use your comments and suggestions freely to improve the Free Trial Services or any of our other products or services, and accordingly you hereby grant Tecton a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, sub-licensable, assignable license to incorporate into the Free Trial Services or otherwise use any feedback Tecton receives from you.

Confidentiality. You understand that, as part of the Free Trial Services, Tecton has disclosed or may disclose business, technical or financial information relating to its business (hereinafter referred to as "Confidential Information"). Confidential Information includes non-public information regarding features, functionality and performance of the Free Trial Services. You agree: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except as otherwise permitted herein) or divulge to any third person any such Confidential Information.

The Free Trial Services are Provided “As Is” With No Warranty. Tecton cannot provide guarantees regarding the Free Trial Services. TO THE FULLEST EXTENT PERMITTED BY LAW, TECTON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES, WHICH ARE PROVIDED “AS IS.” WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION, ACCURACY OR DATA SECURITY. Some jurisdictions don’t allow certain of these disclaimers, so they may not apply to you.

We Require Your Indemnification. You understand and agree that Tecton bears no liability whatsoever in the event you violate the restrictions and obligations imposed by these Terms or the Databricks Agreement regarding your use of the Free Trial Services, including the Databricks Platform Services, or for the loss of, or unauthorized access to, Your Data, and that Tecton’s willingness and ability to provide access to you to the Free Trial Services at no charge is contingent upon this understanding, and upon your accepting and adhering to all other provisions of these Terms. You agree to indemnify, defend and hold harmless each of Tecton and its investors, directors, officers, employees, representatives and affiliates from any claims, costs, damages, liabilities or expenses (including reasonable attorneys’ fees) arising out of any third party claim (i) alleging that Your Data or your use of our services, including the Databricks Platform Services, infringes the rights of, or has caused harm to, any party, or violates any law or regulation, (ii) arising from a violation of any provision of these Terms or the Databricks Agreement, or (iii) otherwise arising from your use of the Free Trial Services (including the Databricks Platform Services).

Limitation on Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TECTON AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS OR PROFITS, OR FOR ANY MATTER BEYOND COMPANY’S REASONABLE CONTROL, REGARDLESS OF LEGAL THEORY, REGARDLESS OF WHETHER TECTON HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. ADDITIONALLY, TECTON’S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICES SHALL NOT EXCEED THE GREATER OF THE TOTAL OF ANY AMOUNTS YOU MAY HAVE PAID US IN FEES FOR ANY SERVICE IN THE SIX MONTHS IMMEDIATELY PRIOR TO THE EVENT FIRST GIVING RISE TO ANY SUCH LIABILITY OR \$500 (FIVE HUNDRED DOLLARS). THE FOREGOING LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY WITH RESPECT TO ANY LIABILITY ARISING UNDER FRAUD, FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW. Some jurisdictions don’t allow the types of limitations in this paragraph, so they may not apply to you. IN THESE JURISDICTIONS, EACH PARTY’S LIABILITY WILL BE FURTHER LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. You agree that this limitation of liability section is intended to allocate the risks between the parties, and that but for this limitation of liability, Tecton would not make available the Free Trial Services.

Entire Agreement; No Third Party Rights. These Terms constitute the entire agreement between you and Tecton concerning the Free Trial Services and these Terms create no third party beneficiary rights.

Termination, Modification, Waiver & Assignment. Either of us may suspend or terminate your use of the Free Trial Services or delete Your Account or Your Data at any time and for any reason (including without limitation for any suspected violations of the [Acceptable Use Policy](#)); however, obligations of these Terms that by their nature should survive termination shall so survive. In addition, we may revise these Terms from time to time, and will always post the most current version on our website. If we elect to terminate your access to the Free Trial Services or delete Your Account or Your Data, or if a revision of these Terms meaningfully reduces your rights, we will make a reasonable attempt to notify you (by, for example, sending a message to the email address associated with your account or posting for a reasonable time period a message to the login page of the Free Trial Services) unless Tecton deems it necessary to suspend or terminate Your Account without notice. By continuing to use or access the Free Trial Services after the revisions come into effect, you agree to be bound by the revised Terms. Tecton’s failure to enforce a provision of these Terms is not a waiver of its right to do so later. If a provision of these Terms is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be

substituted reflecting our intent as closely as possible, provided that questions of unenforceability regarding the Arbitration Agreement shall be resolved according to the Severability Section of the Arbitration Agreement. You may not assign or transfer any of your rights under these Terms, and any such attempt will be void. Tecton may assign these Terms and/or its rights under these Terms to any of its affiliates or to any successor in interest.

DISPUTES; BINDING ARBITRATION AND CLASS ACTION WAIVER

Informal Resolution. You agree with us that, if either of us has concerns, we must first work together to resolve any dispute informally without resorting to legal action. You agree to contact us at legal@tecton.ai in the event you have a dispute prior to bringing a formal claim against Tecton. If the dispute is not resolved within 30 calendar days from the notice date, either of us may bring a claim subject to the procedures set forth below. You and Tecton agree to the jurisdiction of the Northern District of California to resolve any dispute, claim, or controversy that relates to or arises in connection with these Terms (and any non-contractual disputes/claims relating to or arising in connection with them) and is not subject to mandatory arbitration as set forth below (the “Arbitration Agreement”). Any disputes not subject to mandatory arbitration are subject to the laws of the state of California, without regard to choice or conflicts of law principles.

Arbitration Agreement. If you are located within the United States, you and Tecton agree that any dispute, claim, or controversy between you and Tecton arising in connection with or relating in any way to these Terms or to your relationship with Tecton as a user of the Free Trial Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by mandatory binding individual (not class) arbitration. You and Tecton further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the Arbitration Agreement or to the arbitrability of any claim or counterclaim. The Arbitration Agreement will survive termination of the Terms. You and Tecton agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of the Arbitration Agreement (despite the choice of law provision above).

Exceptions to Arbitration. Notwithstanding the prior clause, you and Tecton both agree that nothing in this Arbitration Agreement will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (1) bring an individual action in a U.S. small claims court or (2) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Agreement doesn’t stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

Prohibition of Class and Representative Actions and Non-Individualized Relief. You and Tecton agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Tecton agree otherwise, the arbitrator(s) may not consolidate or join more than one person’s or party’s claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party’s individual claim(s). Any relief awarded cannot affect other Tecton customers.

Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator(s) can award the same damages and relief on an individual basis that a court can award to an individual. The arbitrator(s) also must follow the terms of these Terms as a court would. The arbitration will be conducted by the American Arbitration Association (referred to as the “AAA”) under its rules and procedures, including the AAA’s Consumer Arbitration Rules (as applicable), unless you have accepted these Terms as a representative of a business entity, in which case AAA’s Commercial Arbitration Rules shall govern (as applicable), in each case as modified by this Arbitration Agreement. The AAA’s rules and forms to commence arbitration are available at www.adr.org. A party who intends to seek arbitration must first send the other party, if to Tecton, by certified mail, a completed Demand for Arbitration. You should send this notice to Tecton at: Tecton, Inc., Attn: Legal Department, 548 Market Street, PMB 28021, San Francisco, California 94104 (with a copy to legal@tecton.ai). Tecton will send any notice to you to the address we have on file associated with your Tecton account (which may solely be at your account email address); it is your responsibility to keep your address up to date. All information called for in the

notice must be provided including a description of the nature and basis of the claims the party is asserting and the relief sought. The arbitration shall be held in the county in which you reside or at another mutually agreed location.

If the value of the relief sought is \$10,000 or less, you or Tecton may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Tecton subject to the discretion of the arbitrator(s) to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or Tecton may attend by telephone, unless the arbitrator(s) require otherwise. Any settlement offer made by you or Tecton shall not be disclosed to the arbitrator(s). The arbitrator(s) will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator(s) shall not be bound by rulings in prior arbitrations involving different Tecton customers, but is/are bound by rulings in prior arbitrations involving the same Tecton customer to the extent required by applicable law. The award of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Costs of Arbitration. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules (either Consumer or Commercial, as applicable), unless otherwise stated in this Arbitration Agreement. If the value of the relief sought by an individual is \$10,000 or less, at your request, Tecton will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Tecton should be submitted by mail to the AAA along with your Demand for Arbitration and Tecton will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought by an individual is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Tecton will pay as much of the filing, administration, and arbitrator fees as the arbitrator(s) deem necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator(s) determine the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Tecton for all fees associated with the arbitration paid by Tecton on your behalf that you otherwise would be obligated to pay under the AAA's rules.

Severability. With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above, if a court decides that any part of this Arbitration Agreement is invalid or unenforceable, the other parts of this Arbitration Agreement shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court; in such case you irrevocably consent to the personal jurisdiction of the state and federal courts in the Northern District of California and such dispute shall be governed by the laws of the state of California, without regard to choice or conflicts of law principles. All other disputes subject to arbitration under the terms of the Arbitration Agreement shall be arbitrated under its terms.

Amendments to Arbitration Agreement. Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Tecton prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Arbitration Agreement that have arisen or may arise between you and Tecton. We will notify you of amendments to this Arbitration Agreement by posting the amended terms on <http://www.tecton.ai/freetrial-termsofuse> at least 30 days before the effective date of the amendments and by providing notice through email where possible. If you do not agree to these amended terms, you may close Your Account within the 30-day period and you will not be bound by the amended terms.