CODESCENE PLUGIN TERMS

Updated: October 30ᵗʰ 2024

These terms (the "Plugin Terms") govern the use of the IDE Plugin(s) & Additional Plugin Features by the Customer, and their provision by the Vendor, according to the definitions of all capitalised terms given below. The Plugin Terms are in two parts, namely the Generic Plugin Terms and the Supplementary Plugin Terms. The Generic Plugin Terms govern all use and provision of the IDE Plugins. In the event that any Additional Plugin Features are being used or provided, the Supplementary Plugin Terms apply in addition to the Generic Plugin Terms, and in some cases may modify the Generic Plugin Terms. Key definitions are summarised at the end of this document. Where capitalised terms are defined in the singular the definition also applies to the plural version of the same word, and vice versa.

GENERIC PLUGIN TERMS

1. **Parties & Acceptance**
   1.1. CodeScene AB (the "Vendor") is a Swedish company (Registration number: 559028-3270; Address: Hyllie Boulevard 34, 215 32 Malmö, Sweden) that also operates CodeScene Inc, a wholly-owned subsidiary incorporated under the laws of Delaware, United States.
   1.2. For the purposes of these Plugin Terms, Customer refers collectively to Subscribers and Users, as defined below. The Customer is liable for all actions and omissions of all its Users.
   1.3. The Customer and the Vendor are referred to individually as a Party and collectively as Parties.
   1.4. By downloading the IDE Plugin(s), and/or by using Additional Plugin Features, the Customer agrees to be bound by these Plugin Terms, unless otherwise agreed in writing with an authorised representative of the Vendor.
   1.5. These Plugin Terms, comprising the Generic Plugin Terms and the Supplementary Plugin Terms, the related Specification and, where applicable, the Data Processing Agreement ("DPA"), are hereinafter jointly referred to as the "Agreement".
   1.6. In case of conflict between or within any of the above-mentioned documents, the following order of precedence shall apply, with exception of the DPA which shall take precedence over all other documents in matters concerning processing of personal data: i) the Supplementary Plugin Terms of these Plugin Terms; ii) the Generic Plugin Terms of these Plugin Terms; iii) the Specification; iv) the Documentation.

2. **Service Provision**
   2.1. The Plugin Products comprise a set of IDE Plugins and a set of Additional Plugin Features, made available via the IDE Plugins
   2.2. Customers and their Users may only use the Plugin Products in compliance with these Plugin Terms, and for internal business purposes unless otherwise agreed with the Vendor. In order to use any of the Vendor's products for external purposes, an External Use Addendum must be signed by both Parties. For the avoidance of doubt, the Plugin Products may not under any circumstances be used for the training of artificial intelligence models, or for the development or enhancement of any product or service that replicates or competes with any of the Plugin Products.
   2.3. Subject to the Customer's compliance with these Plugin Terms and payment of any applicable Fees, they are granted by the Vendor usage rights to the Plugin Products as described below.
      2.3.1. IDE Plugin(s): the IDE Plugin includes both Open-Source and Closed-Source software components (the "Open-Source Components", and the "Closed-Source Components", respectively).
         2.3.1.1. Open-Source Components
            2.3.1.1.1. The Open-Source Components relate to the user interface and are published in a public, open-source git repository.
            2.3.1.1.2. The vendor grants a GNU Lesser General Public License ('LGPL') to these software components, based on the license found at https://www.gnu.org/licenses/lgpl-3.0.en.html.
         2.3.1.2. Closed-Source Components
            2.3.1.2.1. The Closed-Source Components relate to extension libraries, analysis libraries and other services, and are held in a private git repository.
            2.3.1.2.2. The Vendor grants a non-exclusive, non-transferable, non-sub-licensable, limited license to use the Closed-Source Components in object code format as set out in the Specification. The Closed-Source Components shall under no circumstances be considered as sold to the Customer and, other than any license granted pursuant to the Agreement, the Vendor reserves all rights to the software components not expressly granted herein
      2.3.2. Additional Plugin Features: such features may be made available using Cloud Services (the "Add-On Services") and/or using downloadable On-Premise Software (the "Add-On Software")

2.3.2.1. For Add-On Services the Vendor grants a non-exclusive, non-transferable, limited right to access and use the respective Add-On Service;

2.3.2.2. For Add-On Software, the Vendor grants a non-exclusive, non-transferable, non-sub-licensable, limited license to use the Add-On Software in object code format as set out in the Specification. The Add-On Software shall under no circumstances be considered as sold to the Customer and, other than any license granted pursuant to the Agreement, the Vendor reserves all rights to the software components not expressly granted herein.

2.3.3. For Customers using the Plugin API, the Vendor grants a non-exclusive, non-transferable, limited right to use the Plugin API, only as necessary to develop, test and support an integration of Customer Applications with the Plugin Products.

2.4. The Vendor is granted a non-exclusive, royalty-free, worldwide license, for the Agreement Period, to analyse the Customer's Software Input in order to provide the Software Output to the Customer.

2.5. The Vendor has the right to monitor the Customer's usage of the Plugin Products, for the purpose of ensuring compliance, as well as delivering and improving the Plugin Products through understanding and analysing how they are used in practice.

2.5.1. For On-Premise Software, such monitoring shall be conducted as part of the regular one-way communication between the Customer's Plugin and the Vendor's infrastructure, focused on two areas: i) License & utilization data, used to confirm if each license is still valid and that the usage is in line with the Specification; ii) Anonymized usage data, used to improve the Plugin Products and to ensure that Users have a successful experience - looking at data such as whether an analysis succeeded or failed, which features are configured, which features have been used, and other such usage metrics. For the avoidance of doubt, in On-Premise Software, except as provided in this section, the Vendor has no access or use rights of any kind pertaining to the Customer's Software Content, and may not use, create derivative works of, or otherwise manipulate the Customer's Software Content.

2.5.2. For Cloud Services, such monitoring shall be conducted within the Vendor's IT Environment. The Vendor is granted a non-exclusive, perpetual, royalty-free, worldwide license to use any metadata and metrics relating to the Customer's usage of the Cloud Services, in anonymized form.

2.6. The Vendor shall not be responsible for setting up or configuring any On-Premise Software unless otherwise agreed by the Parties in writing. In such case, the Vendor may charge the Customer in accordance with the Vendor's from time-to-time applicable price list.

2.7. In the case of any usage of the Plugin Products that does not require payment of a Fee (the "Free Usage"), the following applies:

2.7.1. The Plugin Products are provided as-is and the Vendor makes no undertakings as regards to availability, freedom from Defects or otherwise.

2.7.2. The Customer is not entitled to any Support and the Vendor assumes no liability for any loss, cost, expense or damage (direct or indirect) the User may incur upon use of the Plugin Products

2.7.3. The Customer agrees to use the Plugin Products fairly and reasonably. If, at the Vendor's sole discretion it considers that the Customer is not using the Plugin Products fairly and reasonably, the Vendor reserves the right to terminate the provision of any Cloud Service being used by the Customer.

2.8. The Customer shall be given free access to Updates by the Vendor. For On-Premise Software, the default setting is for such Updates to be downloaded and installed automatically. The Customer may disable such automatic Updates but is then responsible for downloading any Updates manually, if and when they are made available by the Vendor. For Cloud Services, such Updates will be implemented centrally by the Vendor as soon as they are available.

2.9. Cloud Services are provided via the internet and actual availability is hence dependent on factors outside of the Vendor's control. Except for downtime due to implementing Updates, the Vendor shall strive to keep Cloud Services available no less than 24/7/365. However, the Vendor makes no guarantee with regards to such availability and actual availability may be lower.

2.10. If a Customer is entitled to Support pursuant to the Specification, the Vendor shall provide such Support with due care, in a professional manner, in accordance with its ordinary routines, during weekdays between 09.00 and 17:00 CET. Where such Support is provided, upon receiving a request for Support from the Customer or their User, the Vendor shall endeavour to respond the Business Day following the Vendor's receipt of such inquiry, unless otherwise agreed with the requestor.

2.11. The Vendor may use independent contractors and sub-contractors for the purpose of fulfilling its obligations under these Plugin Terms. The Vendor shall remain responsible for the performance of such contractors &/or sub-contractors.

2.12. The Vendor shall take appropriate technical and organisational measures to ensure an adequate level of data protection for the processing, integrity, confidentiality and security of data within the scope of the Agreement.

2.13. The Vendor reserves the right to restrict provision of the Plugin Products to any company or individual, based applicable guidelines from the Swedish or EU authorities, guidance from the Financial Action Task Force, and/or alignment with the US Export Administration Regulations.

3. Fees & Payment

3.1. The Customer shall pay the Vendor the applicable Fee for any Paid Subscription or Usage-Based Purchase.

    3.1.1. For Paid Subscriptions, in each Subscription Term, the Vendor shall charge the Customer on the Subscription Start Date, pursuant to the Specification.

    3.1.2. For Usage-Based Purchases, the Customer shall pay the Vendor the applicable Usage Fee when making the purchase, pursuant to the Specification.

3.2. The Customer agrees to make all payments by credit card, unless an authorised representative of the Vendor has specifically confirmed in writing that the Customer is allowed to make payments against an invoice. If such confirmation has been given, payment by the Customer shall be due within thirty (30) days from the date of issue of the invoice and shall be made via an electronic transfer of funds. In such cases, invoices may be provided electronically by the Vendor.

3.3. In the Specification, all Fees are stated exclusive of taxes, such as Value-Added Tax (VAT), Sales tax, Use tax, Goods & Services tax (GST) or any equivalent tax. Any and all such taxes shall be borne by the Customer. If required by tax rules applicable to the transaction, the Vendor will collect such tax from the Customer through an addition to the Fees.

3.4. The Vendor has the right to amend the pricing of its Subscription Fees and Usage Fees (a "List Price Change), but any such Price Change may not impact i) the Subscription Fee applicable to any then current Subscription Term ii) the Subscription Fee applicable to any renewal due to commence in less than thirty (30) days from the date on which a List Price Change is communicated; or iii) the Usage Fee applicable to any Usage-Based Purchase already purchased. In the event of a List Price Change, the Customer has the right to terminate a Subscription by following the Notice Policy described in these Plugin Terms.

3.5. The right to amend pricing shall not apply to List Price Changes resulting from any changes in laws, court practice, decisions of authorities, decisions on new or changed taxes or public fees affecting the Plugin Products. In such case, the Vendor is entitled to make List Price Changes in order to cover the Vendor's increased costs.

3.6. If the Vendor is incurred with additional work or additional costs due to circumstances that the Customer is liable for, the Vendor is entitled to remuneration for such costs.

3.7. In the event of late payment, the Customer shall use its' best efforts to ensure payment is made as quickly as possible. The Customer notes that interest may accrue on any outstanding amount until payment has been made, in accordance with the Swedish Interest Act (1975:635). In case of the Customer's late or non-payment of the Fees, the Vendor may, in addition to its other rights under these Plugin Terms, cease to provide any Updates and Support, and may suspend access to the Plugin Products, for the Customer and their Users, until payment has been received in full.

4. Warranties & Obligations

4.1. When using any of the Plugin Products that has been defined as On-Premise Software, the Customer is responsible for selecting, procuring and maintaining appropriate IT Environment at its own cost. When using any part of the Plugin Products that has been defined as a Cloud Service: i) the Vendor is responsible for selecting, procuring and maintaining an appropriate IT Environment to provide the Cloud Service; ii) the Customer is responsible selecting, procuring and maintaining any software, hardware or device, virtual or physical, required for their intended access to and use of the Cloud Service.

4.2. The Customer is responsible for ensuring all of its Users comply with all of the Customer's obligations and undertakings, and all agreements made by the Customer, under these Plugin Terms. Customers are responsible for informing its Users about the relevant terms of the Agreement to ensure that their actions in relation to the Plugin Products do not cause the Customer to breach the Agreement.

4.3. The Customer is solely responsible for determining whether the Software Content, or any other information generated in the Customer's use of the Plugin Products, is accurate or sufficient for the Customer's purposes.

4.4. For On-Premise Software, the Customer shall be responsible for backing up the Software Input, and the Vendor shall not be liable for any loss or corruption of the Software Content, unless such loss or corruption is due to the Plugin Products materially deviating from the Specification.

4.5. For Cloud Services, the Vendor is responsible for backing up any Software Content used by the Plugin Products but shall not be liable for any loss or corruption of such Software Content. Furthermore, for Cloud Services, the Vendor shall implement appropriate administrative, technical and physical security measures to ensure the Customer's Software Content is protected in accordance with industry good practice.

4.6. The Customer assumes the sole responsibility and liability in relation to all Software Input and the Vendor does not assume any responsibility for any Software Input.

4.7. The Customer warrants that it is the owner of, or has a license to, all Software Input and further warrants that the Software Input does not infringe the intellectual property rights of any third party, including but not limited to copyrights, patents, or trademarks.

4.8. The Customer warrants that the Software Input is not obscene, offensive, defamatory or otherwise illegal, and that the Software Output will not be used to further any illegal endeavour.

4.9. The Customer agrees to indemnify and hold harmless the Vendor against any claims for infringement, third party liabilities, costs, loss, damages or costs otherwise incurred as a result of any Software Input provided by or on behalf of the Customer, or by the Customer's use of the Plugin Products in breach of the Agreement. The Vendor shall notify the Customer without undue delay in writing of any received claim of infringement and allow the Customer to fully control the defence.

4.10. The Vendor warrants that the Plugin Products do not infringe any Intellectual Property Rights or trade secrets enforceable in the agreed country of delivery or use. The Vendor shall at its own expense defend, indemnify and hold Customer harmless against all claims and actions alleging that the Plugin Products infringes any of the above-mentioned rights of a third party. The Customer shall notify the Vendor without undue delay in writing of any received such claim of infringement and allow the Vendor to fully control the defence.

4.11. The Customer agrees to not to include any technically harmful transmissions in the Software Input (including but not limited to computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) or engage in other practices of misuse, including but not limited to hacking.

4.12. The Vendor reserves the right to remove any Software Input from the Cloud Services which the Vendor deems to be in conflict with the Plugin Terms.

4.13. Where the Customer employs third party staff (the "Consultants") to facilitate the use of the Plugin Products, the Customer may invite such Consultants to be Users. The Customer warrants that any such Consultants shall abide by these Plugin Terms and that the Customer remains solely liable for any usage of the Plugin Products by such Consultants.

4.14. With the exception of Consultants, the Customer may not permit any other third party, directly or indirectly, with or without remuneration, to use or access the Plugin Products. The Customer shall be responsible for not disclosing its login details to any such third party, and for keeping such details safe so that they cannot be accessed by such third parties. The Customer shall notify the Vendor immediately if there is reason to believe that any such third party has accessed the Plugin Products, the Customer's login details or that such details have been, or are being, used in an illegitimate way.

4.15. Further to the abovementioned, the following shall apply regarding use of APIs:

4.15.1. The Customer undertakes to refrain from, and to ensure its Users refrain from, using the APIs in any way that i) disrupts the Plugin Products or the Vendor's networks and/or security systems, ii) exceeds a reasonable request volume or constitutes excessive or abusive usage, as determined by the Vendor, or iii) replicates or competes with any of the Plugin Products.

4.15.2. The Customer further agrees not to use the APIs for fraudulent or illegal purposes, or for any purpose that may be harmful to the Plugin Products or the Vendor.

4.15.3. The Vendor reserves the right to suspend access to the Plugin Products and/or API, for the Customer and their Users, in the event that the Vendor, acting reasonably, deems the Customer to be in breach of these Plugin Terms or that the Customer is abusing the Plugin Products and/or APIs in any way.

4.16. The Vendor shall endeavour to remedy any Defects as soon as possible. If the Vendor is unable to remedy a Defect within a reasonable amount of time, the Customer may, as its exclusive remedy, cease usage and/or terminate any impacted Subscription prematurely and receive a pro-rata refund for any amount of Fees already paid that covers time in the Subscription Term after the date of such termination and/or usage purchased that has not been utilised.

4.17. The Vendor is not obliged to provide any additional Updates to the Plugin Products other than those expressly specified in the Agreement.

4.18. For Customers where the Specification includes the provision of Support by the Vendor, if a Support Request is raised regarding an experienced Defect but such Defect is found to be caused by the Customer's IT Environment, the Vendor may charge the Customer for time spent resolving the Support Request, if such time is deemed excessive or if multiple such Support Requests are raised.

4.19. In the event that the Customer is deemed a consumer under mandatory applicable consumer legislation and such legislation prescribes provisions that are in conflict with the Agreement, the provisions under the mandatory applicable consumer legislation shall prevail and the sections of the Agreement which are not in conflict with such legislation shall remain in force with no changes. Additionally, the Customer acknowledges that the Plugin Products constitute digital content, under applicable legislation, and hereby waives any statutory right of withdrawal.

5. **Intellectual Property Rights**

5.1. Except for the additional rights expressly granted in relation to the Open-Source Components,

5.1.1. All property and intellectual property rights related to the Plugin Products, the Documentation and any additional developments or specific configurations of the Plugin Products, including but not limited to, source code, patents, copyrights, designs, trademarks and know-how shall remain the property of the Vendor. Nothing in the Plugin Terms shall be interpreted as a transfer of any such rights, or part of such rights, to the Customer.

5.1.2. The Customer and its Users are only granted the limited right to use the Plugin Products as specifically set out in these Plugin Terms.

5.1.3. The Customer may not, and shall not permit any User or third party to make any attempt to: i) sublicense or otherwise make any part of the Plugin Products available to third parties; ii) copy, decompile, attempt to receive access to source code, methods, algorithms or procedures from the Plugin Products or otherwise practice "reverse engineering", or modify, adapt, or create new works or software which are based on any part of the Plugin Products, except as expressly stated in mandatory provisions of applicable law; iii) remove, conceal or circumvent the Vendor's trademarks or copyright markings in the Plugin Products; iv) attempt to circumvent licenses or other usage restrictions in the Plugin Products; v) develop models, software, services or products which compete with the Plugin Products; vi) buy, sell or transfer API keys from, to or with a third party.

5.2. The Customer, or the Customer's licensor(s), retains any intellectual property rights to its Software Input and nothing in these Plugin Terms shall be interpreted as a transfer of such rights, or part of such rights, to the Vendor. The Customer shall own all Software Output.

6. Limitation of Liability

6.1. The Vendor shall, except for in the event of its gross negligence or wilful misconduct, not be liable for i) any loss of profit, revenue, business savings or goodwill, ii) any loss of data, iii) the Customer's obligation to compensate any third party, or iv) any indirect or consequential damage whatsoever.

6.2. The Vendor shall not be liable for Defects or other damages that occur due to i) any part of the Plugin Products not being installed or used in accordance with Vendor's guidelines, ii) any part of the Plugin Products being modified by any other than the Vendor, or iii) use of a previous version of any part of the Plugin Products, if use of a newer version would have prevented the Defect or damage and such newer version has been made available to the Customer.

6.3. Regarding On-Premise Software, the Customer can only rely on the Plugin Products working in an IT Environment that conforms to the guidelines of the Vendor, available in the Documentation.

6.4. Where the Customer's claim for damages relates to the Plugin Products, the Vendor's aggregate and total liability under the Agreement shall be limited to direct damages and to an amount equal to the following:

6.4.1. For Subscriptions: one hundred (100) percent of any Subscription Fees paid by the Customer during the Subscription Term in which the claim arose. For the avoidance of doubt, the Vendor's total liability under the Agreement shall never exceed the amount actually paid by the Customer during the Subscription Term in question.

6.4.2. For Usage-Based Purchases: the pro rata amount of any Usage Fees that the Customer has paid but been unable to use due to the issue for which damages are being claimed. For the avoidance of doubt, the Vendor's total liability under the Agreement shall never exceed the amount actually paid by the Customer for the Usage-Based Purchase in question.

6.5. For the avoidance of doubt, the Vendor shall have no liability for any loss whatsoever arising in connection with any Free Usage or feature provided free of charge.

7. Confidentiality

7.1. Both Parties shall undertake not to disclose to third parties, without the consent of the other Party, such information concerning the other Party's business as can be deemed to constitute a trade secret or information which is covered by a statutory duty of secrecy. Information stated by one of the Parties to be confidential shall always be deemed to constitute a trade secret.

7.2. The Parties' confidentiality obligations under these Plugin Terms shall not apply to trade secrets or any other confidential information which the receiving Party can demonstrate i) was already known when received; or ii) is, or has become, publicly available other than through breach of the confidentiality undertakings in this Agreement; or iii) is received at any time from a third-party who lawfully acquired it, and who is under no obligation in relation to the other Party restricting its disclosure or use; or iv) is to be made publicly available due to a court order, a decision by a public body, or as otherwise required by mandatory law.

7.3. Each Party agrees to impose on its Staff in an appropriate manner, the confidentiality obligations set out in these Plugin Terms, and shall remain liable for their observance of the above-stated provisions.

7.4. The Parties' confidentiality obligations shall be applicable as long as the Agreement is in force between the Parties and continue for a period of two (2) years after termination of the Agreement, regardless of the reason therefore.

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7.5. Notwithstanding the above, the Vendor may publicly disclose the Customer's name for publicity purposes, including in its advertising, unless otherwise agreed with the Customer. This right shall survive the termination or expiry of the Agreement.

8. Personal Data

8.1. In this Agreement, the terms 'controller', 'processor', 'personal data', and related terms relevant to data protection and data privacy, are defined in accordance with the European Union's 'General Data Protection Regulation', 2016/679 ("GDPR"), as may be amended, updated, replaced or superseded from time to time, if not expressly stated otherwise.

8.2. For certain processing activities, the Vendor will act as a controller. For further information about these activities please see the Privacy Notice.

8.3. For a small number of activities related to Cloud Services, the Vendor will act as a processor on behalf of the Customer. The data processing agreement ("DPA") attached to these Plugin Terms shall govern these activities, and is incorporated into this Agreement.

9. Usage & Subscription Lifecycle

9.1. Usage begins on the date the IDE Plugin is first downloaded. The first Subscription begins on the date the Confirmed Sign-Up occurs, unless otherwise agreed with the Vendor. This date is referred to as the Subscription Start Date. In the event of each successive renewal, the Subscription Start Date refers to the first day of each new Subscription Term.

9.2. A Subscriber's first Confirmed Sign-up may be to either a Free Subscription or a Paid Subscription. A Subscriber to a Free Subscription may later choose to upgrade to a Paid Subscription, and vice versa a Subscriber to a Paid Subscription may choose to downgrade to a Free Subscription. In both cases, once the first Confirmed Sign-up has occurred, the Subscription remains active until terminated.

9.3. At the end of each Subscription Term, Paid Subscriptions will automatically renew for a successive Subscription Term, of the same length and same pricing as the previous Subscription Term, unless: i) the Customer has, according to the Notice Policy, given notice of intent to downgrade to another Paid Subscription feature package, or cancel their Paid Subscription, or ii) either Party has exercised a right to terminate as specified in this Agreement.

9.4. The Notice Policy for Paid Subscriptions is as follows:

9.4.1. Where the length of the Subscription Term is one (1) month or less, notice of non-renewal must be given by the Customer before the end of the then current Subscription Term. Where such notice has been given, the Paid Subscription will terminate at the end of the then current Subscription Term.

9.4.2. Where the length of the Subscription Term is greater than one (1) month, notice of non-renewal must be given by the Customer at least thirty (30) days before the expiration of the then current Subscription Term. Where such notice has been given, the Paid Subscription will terminate at the end of the then current Subscription Term.

9.5. Where notice of intent to downgrade to another Paid Subscription feature package has been given per the Notice Policy, the Subscription will automatically renew for a successive Subscription Term reflecting the new feature package, and the Subscription Fee will be adjusted reflecting the applicable pricing. For the avoidance of doubt, such a downgrade may involve reducing the size of the Customer's current subscription, by, for example, reducing the number of Seats in a Subscription where the Subscription Fee is based on Seats.

9.6. The Customer may upgrade a Paid Subscription at any time. Upon upgrading, the relevant new feature package will be made available and the Subscription Fee adjusted reflecting the applicable pricing. For the avoidance of doubt, such an upgrade may involve increasing the size of the Customer's current subscription, by, for example, increasing the number of Seats in a Subscription where the Subscription Fee is based on Seats.

10. Agreement Period

10.1. The Agreement shall enter into force on the "Agreement Start Date", defined as the date the IDE Plugin was first downloaded.

10.2. The Agreement shall remain in force as long as the IDE Plugin is installed.

10.3. Each Party may, upon written notice to the other Party, terminate the Agreement with immediate effect if: (a) the other Party has committed a material breach of the Agreement, and has not rectified the same within thirty (30) days after receipt of a written notice thereof; or (b) the other Party becomes subject to an insolvency proceeding, goes into liquidation, suspends its payments or can otherwise be deemed to have become insolvent.

10.4. In the event the Customer has committed a material breach of the Agreement, the Customer shall compensate the Vendor for its damages, costs and loss, regardless of whether the Vendor chooses to terminate the Agreement under the provisions in these Plugin Terms.

10.5. The Vendor may terminate this Agreement immediately on written notice if the Vendor reasonably believes that (a) continued provision of any of the Plugin Products used by Customer would violate applicable law(s)

or (b) the Customer has violated or caused the Vendor to violate any applicable laws (including anti-bribery laws or export control laws).

10.6. Upon termination of the Agreement, both Parties shall delete all information which belongs to the other Party, with the exception of information which is necessary to exercise the rights which survive termination of the Agreement in accordance with this Agreement.

10.7. If and to the extent that a Party's performance of any of its obligations pursuant to the Agreement is prevented, hindered or delayed due to a Force Majeure Event, the non-performing Party shall be excused from any performance of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Event. Should fulfilment of the Agreement to a significant extent be prevented for more than three (3) months due to above-described circumstances, either Party shall have the right to terminate the Agreement by written notice.

10.8. Any provision of the Agreement, which inherently should endure beyond termination, including but not limited to the provisions on confidentiality, limitation of liability and intellectual property rights, shall survive termination or expiration of the Agreement.

11. Amendment & Notices

11.1. The Agreement shall constitute the entire agreement between the Parties regarding the Plugin Products and shall replace and supersede any prior agreement or arrangement, oral or written. No additional terms set out by the Customer and provided to the Vendor at any time shall apply to the Customer's use of the Plugin Products unless confirmed in writing by an authorized representative of the Vendor.

11.2. The Vendor has the right to amend the Agreement by providing a written notice of the amendment to the Customer at least thirty (30) days before the change is due to enter into force. If the Customer does not accept the amendments, the Customer has the right to terminate the amended Agreement by notifying the Vendor within thirty (30) days of such a communication. In case of a termination under this clause, the Customer is entitled to a pro-rata refund of Fees paid for any Plugin Products not used or not received. If the Customer does not terminate the Agreement in accordance with the above, the Customer is considered to have accepted the amended Agreement.

11.3. The Customer may not make any amendments or modifications to the Agreement without the prior written consent of the Vendor.

11.4. Notices in connection with the Agreement shall be in writing and may be delivered to the other Party via e-mail. Such notice shall be deemed to be given, if sent by e-mail, on the day when the e-mail is sent, provided that the sending e-mail account has generated a message indicating that the e-mail has been successfully sent. All such inquiries and notices to the Vendor shall be made either by contacting legal@codescene.com. All inquiries and notices to the Customer shall be directed to the Account Owner. For the avoidance of doubt, if the Customer terminates their Subscription via an account administration portal provided by the Vendor, notice will be considered to have been given once such an action has been completed by the Customer in such account administration portal.

11.5. The Customer may not, without the Vendor's prior written approval, transfer the rights and obligations under the Agreement. The Vendor may transfer all rights and obligations under the Agreement to another company within the same group of companies as the Vendor

11.6. Notwithstanding the foregoing, the Customer shall be entitled to assign its rights or obligations under the Plugin Terms, in whole or in part, to a third party with which it may merge or consolidate or to which it may sell all or substantially all of its assets, provided the interests of the Vendor are not materially affected.

11.7. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent necessary to eliminate its invalidation or unenforceability so that the Agreement otherwise remain in full force and effect.

11.8. This Agreement and any non-contractual claims shall be governed by, and construed in accordance with, the laws of Sweden, with the exclusion of its conflict of laws rules.

11.9. Any contractual or non-contractual dispute, controversy or claim arising out of, or in connection with, this Agreement shall be settled exclusively by Swedish courts, with Malmö District Court (Malmö tingsrätt) as the court of first instance.

11.10. No delay or failure to exercise any right or remedy shall constitute a waiver of such right or remedy or prevent the exercise of such right or remedy on any subsequent occasion. Any waiver granted shall not, unless expressly stated, constitute any waiver for any future occasion.

SUPPLEMENTARY PLUGIN TERMS

The Supplementary Plugin Terms apply to the extent the Customer is using or the Vendor is providing any Additional Plugin Feature(s). All rights, obligations and agreements in the Generic Plugin Terms shall apply to the usage and

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provision of the Plugin Products except where modified or removed by any applicable part of the Supplementary Plugin Terms.

1. **AI-Based Features**
   1.1. In the event a Customer uses the AI-Based Features, the following disclaimers shall apply to the Agreement: i) the Vendor does not give any warranties of any kind, either express or implied, including, without limitation, any warranties or implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose and any warranties arising out of course of dealing or trade usage; ii) the Vendor does not give any guarantees that use of the Plugin Products will be uninterrupted, error free, or secure, that defects will be corrected, or that the Software Content will be accurate or legal; iii) the Vendor does not give any guarantee that the Software Output does not infringe any third party rights; iv) other than as specified in these Supplementary Terms, the Vendor and its Affiliates shall not be liable under any theory of liability, whether in contract, tort, negligence, products liability, or otherwise, arising out of this Agreement, for any direct damages, lost profits or any indirect, special, consequential, incidental, exemplary or punitive damages, even if the Vendor or its Affiliates have been advised of the possibility of any of the foregoing.
   1.2. The Customer acknowledges and accepts that the AI-Based Features use experimental technology, agrees to use discretion when using the Software Content, and agrees that the Software Content will not be used for any professional advice. The Customer shall be solely responsible for all use of the Software Content, for evaluating the Software Content for accuracy and appropriateness, and assume all risks associated with the use of the Software Content.
   1.3. The Customer shall indemnify, defend, and hold harmless the Vendor and the Vendor's Affiliates against any liabilities, damages, and costs (including reasonable attorneys' fees) payable to a third party arising out of a third-party claim related to use of the Software Content and/or use of the AI-Based Features in violation of the Agreement.
   1.4. The Vendor reserves the right to remove any Software Content from the Plugin Products which the Vendor deems to be in conflict with the Agreement. Such Software Content shall be exempt from any rights granted elsewhere in these Plugin Terms and the Customer shall therefore have no right to it.
   1.5. For the AI-Based Features to work as expected, the Customer's data may be transferred for processing, by the Third-Party AI Provider, to a location outside of the Customer's country or region. By using the AI-Based Features, the Customer agrees to such transfer of data.
   1.6. The Customer may not use Software Output to develop any competing artificial intelligence-based services. The Vendor shall not use Software Content to train or fine-tune any AI/ML models without the Customer's prior permission or instruction.
   1.7. The Vendor reserves the right to terminate the provision of the AI-Based Features upon 30 days' advance notice, if it is determined that the Customer is no longer actively using the features.
   1.8. The Vendor's indemnification obligations under the Agreement also apply to damages finally awarded by a court of competent jurisdiction and any settlement amounts payable to a third party arising out of an allegation that unmodified Software Output from an AI-Based Feature infringes a third party's intellectual property rights. This clause does not apply if the allegation relates to Software Output where: i) the Customer creates or uses such Software Output that it knew or should have known was likely infringing; ii) the Customer (or the Vendor at the Customer's instruction) disregards, disables, or circumvents instructions or other tools the Vendor makes available to help the Customer create or use the Software Output responsibly; iii) the Customer uses such Software Output after receiving notice of an infringement claim from the rightsholder or its authorized agent; iv) the allegation is based on a trademark-related right as a result of the Customer's use of such Software Output in trade or commerce; v) the Customer does not have the necessary rights to the Software Input used to produce the Software Output; vi) the AI-Based Features are used in combination with services, products or software not provided by the Vendor or on behalf of the Vendor; vii) the Software Output was modified, transformed or used in combination with products or services not provided by or on behalf of the Vendor; or viii) the Customer has failed to comply with the Agreement, applicable laws or regulations or industry standards.
   1.9. For avoidance of doubt, the AI-Based Features are not intended for processing of personal data, as defined in the General Data Protection Regulation (2016/679). Customer shall not include any personal data in the Software Input used in AI-Based Features.

DEFINITIONS

The following definitions apply to capitalised terms used in the Plugin Terms and Data Processing Agreement. The definitions are presented in alphabetical order for ease of reference.

1. Access Mechanisms: The Access Mechanisms available are as follows: i) via the user interface of the IDE Plugin (the "Plugin UI"); and/or ii) via an application programming interface (the "Plugin API").
2. Account Owner: Where access to any of the Plugin Products requires a sign-up process, Customers are required to provide contact details (the "Account Owner") for the Vendor to communicate with on matters related to their usage of the Plugin Products.
3. Additional Plugin Features: Features and functionality that are made available via the IDE Plugins as Add-On Software or Add-On Services. The following are currently classified as "Additional Plugin Features":
   3.1. AI-Based Features.
4. Additional Systems: In order for the Plugin Products to analyse software development teams, the Customer may be required to allow it to access additional systems, such as their product management application. All systems to which access has been given, whether Git repositories or additional systems, are referred to collectively as "Customer Systems".
5. Affiliates: "Affiliates" means, in relation to a Party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party from time to time. For the foregoing purposes, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Party, whether through the ownership of voting securities or other interests, by contract or otherwise.
6. AI-Based Features: Additional Plugin Features within the Plugin Products that use artificial intelligence based on large language models are referred to as "AI-Based Features".
7. Business Days: Weekdays between 09:00 and 17:00 CET are referred to as Business Days.
8. Code Base: The Plugin Products are designed to provide insight to Customers and Users by analysing software code. In order for the Plugin Products to analyse software code, the Customer must allow it to access the code that they wish to be analysed. The Customer does this by opening files within the IDE once the IDE Plugin has been installed.
9. Customer Application: "Customer Application" means any software application, service, or website that the Customer develops, owns or operates to interact with the Plugin API.
10. Defect: "Defects" means reproducible cases where the Plugin Products materially fail to perform pursuant to the Specification.
11. Documentation: On its website, the Vendor provides information describing the Plugin Products available and the features they offer, as well as the technical requirements for their installation and usage. Additionally, in cases where the Plugin Products have been discussed directly with the Vendor, further information may have been provided offline, typically via email. All such information is collectively referred to as the "Documentation".
12. Fees: "Subscription Fee" means the fee payable by the Customer to the Vendor for a Subscription. This is only relevant to Paid Subscriptions (the applicable Subscription Fee for a Free Subscription is zero). "Usage Fee" means the fee payable by the Customer to the Vendor for a Usage-Based Purchase. Subscription Fees and Usage Fees are referred to collectively as "Fees".
13. Force Majeure: "Force Majeure Events" refers to circumstances that were not foreseeable, not avoidable and beyond the reasonable control of a Party, including but not limited to, lightning, labour disputes, pandemics, epidemics, fire, acts of war, requisition, seizure, currency restriction, riots and civil disorders, shortage of means of transportation, shortage of goods, amendments to regulations issued by governmental authorities, intervention of authorities or defects and/or delays in delivery of contractors or sub-contractors due to the circumstances here stipulated.
14. IT Environment: "IT Environment" means any software, hardware or device, virtual or physical, on which the Plugin Products are installed & run.
15. Plugin API: The "Plugin API", provided by CodeScene, is a publicly available, proprietary interface to the IDE Plugin. It allows communication with the proprietary libraries inside the IDE Plugin without using the Plugin UI.
16. Purchase Process: When making a Usage-Based Purchase, upgrading to a Paid Subscription, or where the initial purchase is of a Paid Subscription, the purchase process is complete (a "Completed Purchase") once a binding purchase order has been accepted by the Vendor. Where the Customer does not use a formal purchase order system, a copy of the Vendor's quote signed by an authorised representative of the Customer is considered as a binding purchase order.
17. Seats: A "Seat" represents a unique access to the IDE Plugin. In many cases, one Customer will equal one Seat.
18. Software Content: "Software Input" refers to all information that the Customer or one of their Users gives the Plugin Products access to, either by giving access to other systems, by inputting directly into the user interface, or by providing directly to the Vendor as part of an Offline Sign-up. "Software Output" refers to all information that the Customer may view in the Plugin Products or which can be passed from the Plugin Products via the Plugin API. Software Input and Software Output are collectively known as Software Content.
19. Software Maintenance: Software Maintenance means the ongoing work by the Vendor to ensure the ongoing running of the software, including such work as bug fixes and component version updates. When Software

Maintenance work has been completed it is implemented in the Plugin Products via an update (the "Update"). Updates may also include changes designed to improve the functioning and useability of the Plugin Products.

20. Plugin Products: The "Plugin Products" comprise a set of IDE Plugins and a set of Additional Plugin Features, made available via the IDE Plugins. The IDE Plugins are software extensions (for software development environments provided by third-party vendors). Any part of the Plugin Products that is delivered as a service over the internet is known a Cloud Service, while any part that is delivered as downloadable software is known as On-Premise Software.

21. Specification: During the download, sign-up or purchase process, Customers are provided with a summary of the feature package they have selected, including the applicable pricing. This summary is referred to as the "Specification" and may be provided to the Customer, as a web page displayed during an online sign-up or purchase process, or in the form of a quote document sent to the Customer by a member of the Vendor's sales team

22. Staff: "Staff" shall include the officers, partners, employees, agents, and sub-contractors of the Party and the Party's Affiliates.

23. Subscribers & Users: Anyone accessing the Plugin Products via any of the Access Mechanisms is considered to be a User (the "User"). Any company or individual that has signed up to a Subscription is known as a Subscriber (the "Subscriber"). Many Customers will comprise one Subscriber and/or one User. The User's access to the Plugin Products is created as part of the process of installing the IDE Plugin(s).

24. Subscriptions: Access to some of the Plugin Products may be offered for a specific period of time (the "Subscription Term"), either paid-for (the "Paid Subscriptions") or free of charge (the "Free Subscriptions"). These are collectively known as the Subscriptions. For example, Additional Plugin Features may be offered on this basis, as add-ons to the IDE Plugin. For the avoidance of doubt, Subscriptions that are offered for trial purposes, are Free Subscriptions unless otherwise agreed.

25. Subscription Sign-Up: Subscriptions can be signed up to either via the Vendor's website ("Online Sign-Up"), or via direct contact with the Vendor's sales team ("Offline Sign-Up"). Offline Sign-up is typically only offered for larger Paid Subscriptions. A Customer is considered to have signed up ("Confirmed Sign-up") once they have progressed beyond the acceptance of terms step in the relevant process. For On Premise Software this step is typically part of the installation process. For Cloud Services this step is typically part of the account creation process.

26. Support: "Support" means the support services in regard to the Plugin Products, provided by the Vendor to the Subscribe as described in this document.

27. Third Party AI Providers: The artificial intelligence services, including large language models, used to provide the AI-Based Features may be owned and run by third parties other than the Vendor. Such third parties are referred to as "Third Party AI Providers".

28. Upgrade/Downgrade: To "Upgrade" means to choose a different Subscription feature package, and/or increase the quantity of Seats purchased where the net result is an increase in the Subscription Fee. To "Downgrade" means the opposite of Upgrade.

29. Usage-Based Features: Usage-Based Features refer to features made available via the Plugin Products which are governed primarily by usage limits, in contrast to those made available as Subscriptions, which are governed primarily by time limits.

30. Website: The "Vendor's Website" refers collectively to the websites located at codescene.com and codescene.io, and includes all public Software Content on these sites and their subdomains.

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APPENDIX 1. CODESCENE CLOUD SERVICES

DATA PROCESSING AGREEMENT

As outlined in the Plugin Terms, this Data Processing Agreement (the "DPA") governs the processing of personal data by the Vendor on behalf of the Customer, in the provision of Cloud Services by the Vendor. Definitions of capitalised terms are as given in the Plugin Terms, unless specifically defined within this Data Processing Agreement.

1. **Context**
   1.1. Terms such as "personal data", "data subject", "controller", "processor" and other expressions not defined in this DPA shall have the same meaning as set out in GDPR.
   1.2. For a specific set of activities related to use of the Cloud Services, the Customer is the data controller and the Vendor is the data processor. For the purposes of clarifying the respective roles under this DPA the Customer is referred to as the Controller and the Vendor is referred to as the Processor.
   1.3. This DPA describes these activities and governs the processing of personal data by the Processor on behalf of the Controller.
   1.4. This DPA shall supersede any prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the processing of personal data. In case of conflict between the Plugin Terms and the DPA, this DPA shall take precedence.

2. **Processor's Obligations**
   2.1. To the extent any personal data is processed by the Processor on behalf of the Controller under the Agreement, the Processor shall:
      2.1.1. only process personal data in accordance with the Controller's documented instructions specified in Schedule 1 of this DPA, unless when required to do so under applicable European Union ("EU") or Member State law to which the Processor is subject. The Processor shall in such case inform the Controller of such legal obligation unless prohibited by law. The Processor shall immediately inform the Controller if the Controller's documented instructions, in the Processor's opinion, are infringing applicable laws, rules and regulations. Such information shall not be considered as legal advice provided by the Processor;
      2.1.2. ensure that the employees/agents/sub-contractors or other third parties that are authorized to process personal data are subject to an obligation of confidentiality with regards to the personal data. The Processor is only allowed to disclose personal data to third parties if the Controller has given its written consent or if it is required by applicable law;
      2.1.3. implement appropriate technical and organizational measures required pursuant to Article 32 of the GDPR. Such measures are further described in Schedule 2;
      2.1.4. hereby be given a general authorization to engage other processors ("Sub-processors") for the processing of personal data on behalf of the Controller. Schedule 3 contains a list of the Sub-processors which the Processor intends to engage from the start of the processing and the Controller approves it without objection by signing the Agreement. Where the Processor engages a Sub-processor under this clause, the Processor undertakes to ensure that the contract entered into between the Processor and any Sub-processor shall impose, as a minimum, data protection obligations not less stringent than those set out in this DPA. The Processor shall notify the Controller of any intended changes concerning the addition or replacement of Sub-processors, to which the Controller may object. If the Controller has made no such objection within ten (10) days from the date of receipt of the notification, the Controller is assumed to have made no objection;
      2.1.5. have the right to cure an objection from the Controller as described in (iv) above, at the Processor's sole discretion. If no corrective option is reasonably available and the objection has not been cured within thirty (30) days after receiving the objection, either Party may terminate the affected Service or the Agreement with reasonable written notice;
      2.1.6. be allowed to transfer personal data to third countries outside the EU or European Economic Area ("EEA"). When personal data is transferred to a country that does not ensure an adequate level of data protection, the Processor ensures that the transfer is subject to adequate safeguards as stated in Chapter V GDPR. Such an adequate safeguard may be the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses ("SCCs") for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council or decisions and clauses that may replace or amend these; In case of transfers of personal data to third countries, when applying the SCC's as an adequate safeguard for such transfers, the Processor or Sub-processor as applicable, may at its sole discretion by choice determine the version and modules of the SCC's that are relevant and to be used in each case, typically the modules for processor to processor

transfers; The Processor will perform a risk assessment regarding the transfer to third countries when legally required. Where this requirement is placed upon a Sub-processor, such a risk assessment will be requested from the Sub-processor;

2.1.7. taking into account the nature of the processing and the information available for the Processor, at the Controller's cost, assist the Controller in its obligation to respond to requests from data subjects pursuant to chapter III in the GDPR by implementing appropriate technical and organizational measures, insofar as this is possible;

2.1.8. taking into account the nature of processing and the information available to the Processor, at Controller's cost, assist the Controller in fulfilling its obligations pursuant to Articles 32 to 36 in the GDPR;

2.1.9. on termination or expiration of the Agreement, or on instruction from the Controller, upon written request and at the Controller's choice, return or delete all personal data processed under the DPA at the Controller's cost, unless the Processor is required to retain the personal data by applicable laws, rules and regulations. The Controller must make such written request fourteen (14) days from the termination or expiration of the Agreement; and

2.1.10. upon the Controller's request and at the cost of the Controller, make available all information necessary to demonstrate the Processor's compliance with the obligations laid down in Article 28 in the GDPR and in this DPA and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller and accepted by the Processor. The Processor shall not unreasonably withhold its acceptance. The audit shall be carried out maximum once (1) per calendar year, and a written notice shall be sent to the Processor with a notice period of at least sixty (60) days, before the audit commences. The audit shall be conducted during the Processor's normal working hours without disturbance to the normal operations of the Processor.

3. **Limitation of Liability & Indemnification**

3.1. The Processor shall only be liable for direct losses caused and the total aggregate liability of the Processor shall be limited to the liability cap specified in the Agreement. In the event the Agreement contains no liability cap, the aggregate liability of the Processor for breach of the personal data obligations set forth in this DPA or applicable data protection laws shall be limited to an amount corresponding to 100% of the Fees paid under the Agreement, during the twelve (12) month period immediately preceding the date of the claim.

3.2. Each Party shall bear its own administrative penalties or fines issued by relevant courts or data protections authorities. Neither Party shall be liable for any loss of production, loss of business or profit, loss of use, loss of goodwill or any indirect or consequential damages.

3.3. Notwithstanding what is stated in this DPA, the Processor shall be held harmless from all liability in the DPA, if such liability arises as a result of the Controller or its instructions being in breach with the provisions of the GDPR or other applicable laws.

4. **Governing Law & Disputes**

4.1. This DPA and any non-contractual claims shall be governed by, and construed in accordance with, the laws of Sweden, with the exclusion of its conflict of laws rules.

4.2. Any contractual or non-contractual dispute, controversy or claim arising out of, or in connection with, this DPA shall be settled exclusively by Swedish courts, with Malmö District Court (Malmö tingsrätt) as the court of first instance.

<div align="center">CONTROLLER'S INSTRUCTIONS</div>

The following is a summary of the Controller's instructions to the Processor, for the personal data processing activities governed by this DPA. Such activities are only carried out when the Customer uses the Cloud Services.

Processing Activity 1: Providing Software Input

Description	Providing Software Input to the Cloud Services by giving access to Customer Systems such as the Customer's Git Service Provider
Personal Data	Git Service Provider identifiers, email addresses
Data Subjects	i) Developers who have contributed to the code base that forms part of the Git repository which the Customer is using the Cloud Services to analyse ii) Developers who are part of the Git Organisation(s) the Customer has given the Cloud Services access to
Retention Period	Data is retained as long as Controller is a Customer of the Processor, and subsequently deleted.

Processing Activity 2: Creating Software Output

Description	Creating Software Output by analysing Software Input and presenting the results via the Cloud Services

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Personal Data	Git Service Provider identifiers, email addresses
Data Subjects	i) Developers who have contributed to the code base that forms part of the Git repository which the Customer is using the Cloud Services to analyse ii) Developers who are part of the Git Organisation(s) the Customer has given the Cloud Services access to
Retention Period	Data is retained as long as Controller is a Customer of the Processor, and subsequently deleted.

SECURITY MEASURES

In providing the Cloud Services, the Vendor shall implement appropriate administrative, technical and physical security measures to ensure the Customer's Software Content is protected in accordance with industry good practice. To fulfil this requirement, the Vendor maintains an ISO certification in Information Security (ISO:27001), which is subject to regular external audits. Underpinning this certification is an extensive set of policies and procedures to ensure a high level of rigour around all areas of information security, from physical and technical infrastructure, to internal processes, incident management, and disaster recovery. For further details, as well as access to audits and pen tests, please contact infosec@codescene.com

SUB-PROCESSORS

The following sub-processor(s) are involved in providing the data processing activities outlined above:

Legal Entity	Service Provided	Location of Processing	Address
Amazon Web Services EMEA SARL	Storage and computing, used to provide the Cloud Services	Ireland, Sweden, United Kingdom	38 Avenue John F. Kennedy, L-1855, Luxembourg