

THIS PURECODE SOFTWARE AI AGREEMENT ("THIS AGREEMENT") GOVERNS YOUR UTILIZATION OF THE PRODUCT (AS DEFINED HEREIN) AND EXISTS BETWEEN PURECODE SOFTWARE INC. ("PURECODE", "US", "WE") AND YOURSELF. BY CLICKING "ACCEPT", SUBMITTING A PROMPT OR USING THE PRODUCT, YOU CONFIRM YOUR UNDERSTANDING OF THIS AGREEMENT, AND YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. IF ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT HAVING THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" SHALL REFER TO THAT ENTITY. LACKING SUCH AUTHORITY, OR IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS, DO NOT ACCEPT THIS AGREEMENT AND REFRAIN FROM USING THE PRODUCT.

IMPORTANT: THIS AGREEMENT AUTOMATICALLY RENEWS UNLESS YOU CANCEL AS SET FORTH BELOW.

PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION STATED BELOW WITH GREAT CARE, AS IT MANDATES THAT YOU RESOLVE ANY DISPUTES WITH PURECODE ON AN INDIVIDUAL BASIS (THEREBY WAIVING YOUR RIGHT TO PURSUE A CLASS ACTION) THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPLICITLY ACKNOWLEDGE HAVING READ AND UNDERSTOOD ALL TERMS OF THIS MUTUAL ARBITRATION PROVISION, AND HAVING TAKEN THE TIME TO THOUGHTFULLY CONSIDER THE SIGNIFICANT CONSEQUENCES OF THIS IMPORTANT DECISION. THE "EFFECTIVE DATE" SHALL BE THE DATE ON WHICH YOU FIRST ACCEPT THIS AGREEMENT.

1. Definitions.

1.1 "Components" refers to the units that can be redeemed for a generated component or single ai output. 1.2 "Generated Code" means the source code output produced by the Solution based on prompts & prompt updates. 1.3 "Product" collectively refers to the Solution itself, VS Code Extension and any associated documentation (if applicable), denoted as "Documentation". 1.4 "Solution" refers to the product called PureCode AI.

1.5 "Subscription Plan" means access to the Product along with a defined quantity of Components for the duration of Your Subscription Term, whether free or paid. 1.6 "Subscription Term" is defined in Section 11 (Term and Termination).

2. License Scope

Contingent upon Your compliance with all terms and conditions set forth in this Agreement, PureCode grants You or Your employee a non-exclusive, non-transferable, restricted license (without sublicensing rights) for the duration of the Subscription Term. This license permits: (i) You or your employee to access and utilize the Solution up to the number of Components included in Your Subscription Plan or otherwise purchased, for the purpose of generating Generated Code; and (ii) use of any associated Documentation in connection with such

authorized use of the Solution, wherein (i) and (ii) are strictly for Your personal or internal business purposes.

The license granted herein is limited to a single individual user per account. In the event that an organization requires multiple user accounts, it must subscribe to an enterprise plan. Any attempt to share a single account among multiple users shall constitute a material breach of this Agreement and will result in the immediate suspension of the account. PureCode reserves the right, at its sole discretion, to revoke access to the platform for any reason whatsoever, without prior notice or liability to You.

3. Subscription Modifications

Subscription Plan Upgrades: You have the option to upgrade your current Subscription Plan at any time. Upon upgrading, you will immediately gain access to the features and benefits associated with the higher-priced plan you selected.

Subscription Plan Downgrades: Similarly, you can choose to downgrade your Subscription Plan as well. However, the change to a lower-priced plan will not take effect until the start of the next Renewal Subscription Term (as defined in Section XX below). Until that Renewal Term begins, you may continue utilizing the features and benefits of your current, higher-priced Subscription Plan through the end of the present Subscription Term.

4. PureCode - AI Policy

Your utilization of the Product is strictly governed by the terms outlined in the PureCode AI Policy, as well as any applicable terms set forth by third-party AI providers. By using the Product, you acknowledge and agree that these terms are incorporated into this Agreement by reference, and you are legally bound to adhere to them in their entirety.

Furthermore, by submitting prompts, queries, and/or any other input content while using the Product, you expressly grant PureCode AI the irrevocable right to use, analyze, and process such data for the purposes of training, enhancing, and improving our products and services, including but not limited to the Product itself. This data may be used in aggregate or anonymized form to refine our AI models, algorithms, and other technologies. You represent and warrant that you have all necessary rights and permissions to provide such data to PureCode AI for these purposes, and you agree to indemnify and hold harmless PureCode AI against any claims or damages arising from your provision of such data.

PureCode AI reserves the right to use your input data indefinitely for the aforementioned purposes, even after the termination of your use of the Product or the expiration of your Subscription Term. By using the Product, you acknowledge and consent to this ongoing use of your data for the benefit and improvement of our products and services.

5. Permissions and Restrictions.

By entering into this Agreement, You consent to the Solution interfacing with Your PureCode AI platform account. For the Product to generate Generated Code, You must possess and sustain a legitimate, fully operational PureCode AI platform account. Your utilization of the PureCode AI platform remains bound by the terms stipulated in this agreement.

You bear sole accountability for: (a) guaranteeing that you are governed by this Agreement and adhere to all of its stipulations; and (b) any prompts, inquiries, or additional input You furnish to the Solution, along with any oversight, application, or administration of the resulting Generated Code.

When utilizing the Solution, it will generate Generated Code based on Your input, which You are permitted to copy or download for Your own use, subject to the terms and conditions set forth in this Agreement. You assume sole responsibility for any actions taken or decisions made based on the Generated Code, and You agree to indemnify and hold harmless PureCode AI from any claims, damages, or liabilities arising from Your use of the Generated Code.

Neither You nor any third party acting on Your behalf shall engage in the following activities: (i) reverse engineering, reverse assembly, or any other attempt to uncover the source code of the Solution, in whole or in part; (ii) reproducing, modifying, translating, or creating derivative works based on the Product, in whole or in part; (iii) exporting the Solution or facilitating any third party's access, licensing, sublicensing, reselling, distribution, assignment, transfer, or use of the Product; (iv) removing or destroying any proprietary notices present on or within the Product or any copies thereof; or (v) publishing or revealing the outcomes of any benchmarking performed on the Products, or utilizing such outcomes for Your own competitive software development endeavors, without obtaining prior written consent from PureCode. You shall utilize the Solution strictly in accordance with all relevant laws and regulations, including but not limited to any limitations on the use of artificial intelligence or generative AI. You acknowledge and accept that the Product may generate identical or comparable output and Generated Code for multiple users. By utilizing the Solution, You consent to other users of the Solution having the ability to view the Generated Code and image tiles associated with Your generations.

6. Disclaimer of Warranty.

BY USING THE PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT PURECODE AI AND ITS LICENSORS PROVIDE THE PRODUCTS AND GENERATED CODE ON AN "AS IS" AND "WHERE-AS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND. NEITHER PURECODE AI NOR ITS LICENSORS MAKE ANY EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES CONCERNING THE PERFORMANCE, RELIABILITY, OR SUITABILITY OF THE PRODUCT OR GENERATED CODE FOR YOUR SPECIFIC PROJECT OR USE CASE. PURECODE AI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT THE GENERATED CODE PROVIDED BY THE PRODUCT MAY CONTAIN ERRORS, BUGS, OR OTHER DEFECTS, AND PURECODE AI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE GENERATED CODE. YOU ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF THE PRODUCT AND THE GENERATED CODE, AND PURECODE AI SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES, LOSSES, OR COSTS ARISING FROM SUCH USE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE.

7. Intellectual Property Rights; Support and Feedback.

7a. PureCode's Rights: PureCode and its licensors retain all rights, title, and interest in the Product, including any improvements, updates, modifications, or additions made thereto. Nothing in this Agreement shall be construed as granting You any right, title, or interest in the Product, except as expressly stated herein. PureCode reserves all rights not explicitly granted in this Agreement.

7b. Your Rights: As between You and PureCode, you are the owner of the Generated Code. PureCode hereby assigns to You rights in the Generated Code, subject to any rights that other users of the Product may have in the same Generated Code.

7c. Support: Despite the warranty disclaimer above, PureCode may, at its sole discretion, choose to provide You with support for Your use of the Product. However, PureCode is under no obligation to do so.

7d. Feedback: You agree to use reasonable efforts to provide PureCode with both oral and written feedback pertaining to Your experience with the Product. This includes, but is not limited to, reporting any errors You encounter in the Solution or its associated documentation. Any such reports, along with any other materials, information, ideas, concepts, feedback, or know-how that You provide to PureCode about the Product, as well as any information automatically reported to PureCode through the Product (collectively, "Feedback"), shall become the property of PureCode. By providing Feedback, You agree to assign and hereby do assign to PureCode all worldwide rights, title, and interest in the Feedback and its associated intellectual property rights. Furthermore, You agree to assist PureCode, at PureCode's expense, in securing and enforcing such rights.

8. Limitation of Liability; Allocation of Risk.

UNDER NO CIRCUMSTANCES SHALL PURECODE OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, CONTENT, OR DATA, OR ANY ACTUAL OR ANTICIPATED DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES ARE BASED, EVEN IF PURECODE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO

EVENT SHALL PURECODE'S DIRECT DAMAGES EXCEED ONE HUNDRED US DOLLARS (US \$100.00). MOREOVER, PURECODE'S LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER.

You and PureCode agree that this Section 8 on limitation of liability and Section 6 on warranty disclaimer fairly allocate the risks in this Agreement between the parties. Both parties acknowledge that this allocation is an essential basis for the bargain and that the limitations specified in this Section 8 shall apply even if any remedy or limitation of liability fails of its essential purpose.

By entering into this Agreement, You acknowledge and agree that the allocation of risks and limitations of liability herein are reasonable, fair, and necessary to protect PureCode's business interests and ensure the Product's viability. These provisions reflect the parties' mutual understanding and agreement regarding the allocation of risks associated with the use of the Product.

9. Indemnification.

You agree to defend, indemnify, and hold PureCode, its affiliates, and third-party licensors harmless from any claims, losses, expenses (including attorneys' fees) arising out of or in connection with Your use of the Product. This indemnification covers, without limitation, any Generated Code, products, or services You develop using or in connection with the Generated Code, any claims by third parties or other users that Your Generated Code infringes or misappropriates their intellectual property rights, and any breach of applicable law on Your part.

10. Confidentiality.

PureCode's Confidential Information: All information relating to the Product, including but not limited to Feedback, the existence and terms of this Agreement, and the functionality of the Product, shall be deemed PureCode's confidential information. You are strictly prohibited from using or disclosing such confidential information for any purpose other than exercising Your rights and performing Your obligations under this Agreement.

Consequences of Unauthorized Disclosure: You acknowledge that any unauthorized use or disclosure of PureCode's confidential information may cause irreparable harm to PureCode, and monetary damages may be inadequate to compensate for such harm. In the event of any breach or threatened breach of this confidentiality obligation, PureCode shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity. Your obligations under this section shall survive the termination or expiration of this Agreement.

11. Payment

Payment Terms: All Subscription Plans are billed on a monthly basis, in advance. You are responsible for paying all fees, charges, and taxes associated with the Product and Your selected Subscription Plan throughout the duration of the Subscription Term (collectively referred to as the "Fees"). Except as expressly authorized by PureCode, at its sole discretion, all payments are non-refundable and non-transferable. PureCode reserves the right to modify its pricing terms at any time and will notify You of such changes by posting the updated pricing terms on its website or through other communication channels. Furthermore, PureCode may, at its discretion, modify other terms of the Subscription Plans, including the features accessible through a specific Subscription Plan.

Payment Method: To purchase a Subscription Plan, You must provide PureCode with current, complete, accurate, and authorized credit card information or another approved payment method. You are obligated to promptly notify PureCode of any changes to the provided payment method for the duration of Your active subscription. PureCode subscribes to its payment processors' account update service, which means that even if Your credit card expires or changes numbers, PureCode's payment processors may receive updated card information and charge Your credit card using the updated information, subject to the terms of Your credit card agreement with Your credit card provider. By providing Your payment information, You authorize PureCode to automatically charge the provided payment method for the selected Subscription Plan. The Initial Subscription Term (as defined below) will be charged at the time of purchase or shortly thereafter. For each Renewal Subscription Term (as defined below), You will be charged on a recurring basis, at the beginning of each term, until You cancel the subscription in accordance with Section 11 (Term and Termination). Failure to pay any Fees or other charges may result in the suspension or cancellation of Your Subscription Plan.

12. Terms and Termination

Term and Termination. This Agreement shall commence on the Effective Date and, following a seven (7) day free trial period (the "Free Trial"), continue for a period of thirty (30) days (the "Initial Subscription Term"). During the Free Trial, You may cancel Your subscription at any time without charge. Upon expiration of the Initial Subscription Term, this Agreement will automatically renew for successive thirty (30) day periods (each, a "Renewal Subscription Term"), unless either party provides written notice of non-renewal at least fifteen (15) days prior to the end of the then-current Initial Subscription Term or Renewal Subscription Term. The Initial Subscription Term and any Renewal Subscription Terms are collectively referred to herein as the "Subscription Term". You may downgrade Your Subscription Plan to a free plan from premium plan, or a theming plan to a premium plan at any time during the Subscription Term, subject to the terms and conditions set forth in the Product documentation.

PureCode reserves the right, in its sole discretion, to modify, amend, or replace any of the terms of this Agreement for any Renewal Subscription Term, provided that PureCode notifies You of such changes.

Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and You and Your employees must cease all use of the Solution. PureCode reserves the right to destroy any prompts, queries, and/or data submitted by You to the

Solution upon termination or expiration of this Agreement. Notwithstanding the foregoing, You may continue to use any Generated Code created prior to the termination or expiration of this Agreement, subject to the terms and conditions set forth herein, which shall survive with respect to such Generated Code.

Except for Section 2 ("License Grant"), all provisions of this Agreement shall survive termination or expiration of this Agreement.

13. Government Use.

The Product licensed under this Agreement is classified as commercial computer software programs, having been developed entirely at private expense. In accordance with U.S. Federal Acquisition Regulations (FAR) section 2.101 and U.S. Defense Federal Acquisition Regulations (DFAR) sections 252.227-7014(a)(1) and 252.227-7014(a)(5), or any other provisions that may be applicable to You, the Product is considered "commercial items," "commercial computer software," and "commercial computer software documentation." Pursuant to FAR section 12.212, DFAR section 227.7202, or any other similar provisions that may apply to You, any use, modification, reproduction, release, performance, display, or disclosure of the commercial Product or its associated commercial documentation by the U.S. government at any level, including federal, state, local, or municipal governments, or any of their agencies or contractors, shall be governed exclusively by the terms and conditions set forth in this Agreement. Any such use, modification, reproduction, release, performance, display, or disclosure is strictly prohibited, except to the extent expressly permitted by the terms of this Agreement. This provision applies to all levels of government, and the restrictions and limitations set forth herein shall be enforced to the fullest extent permitted by law.

14. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, labor disputes, government actions, or epidemics ("Force Majeure Event"). The affected party shall promptly notify the other party of the Force Majeure Event and take reasonable steps to mitigate its impact. If the Force Majeure Event persists for more than thirty (30) days, either party may terminate this Agreement upon written notice, and PureCode shall refund any prepaid Fees on a prorated basis.

15. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the extent possible, the same economic, business, and other purposes as the original provision.