

Visible Body
Open Source Software Attribution Report

NOTICE RELATING TO OPEN SOURCE SOFTWARE

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If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. “Knowingly relying” means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient’s use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is “discriminatory” if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

12. No Surrender of Others’ Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

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Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN

IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

END OF TERMS AND CONDITIONS

HubSpot Terms of Service

Component Name	Version	Copyright
HubSpot Analytics	N/A	Copyright (c) HubSpot, Inc.

HubSpot Customer Terms of Service

Last Modified: September 18, 2024

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Customer Terms of Service is a contract that governs our customers' use of the HubSpot services. It consists of the following documents:

General Terms: These contain the core legal and commercial terms that apply to your use of our products and services. Any references to Master Terms means these General Terms.

Product Specific Terms: These include any additional terms that apply to your use of each of our product offerings, our consulting and other services, and third-party services.

Jurisdiction Specific Terms: Depending on your location, some of these jurisdiction-specific terms will apply to you. They'll also explain which HubSpot entity you're contracting with, and which laws will govern our relationship.

Data Processing Agreement (DPA): This explains how we process your data and includes the EU Standard Contractual Clauses.

Acceptable Use Policy (AUP): This is the rulebook setting out what you can and can't do while using our products and services.

Your Order Form is the HubSpot-approved form created following your purchase of one of our products or services through our online payment process or via in-app purchase. It contains all of

the details about your purchase, including your subscription term, products and services purchased and your fees. You'll find your Order Form(s) in the Accounts and Billing section of your HubSpot account. You can learn more about how to locate your Order Form, invoices and receipts at this knowledge base article <https://knowledge.hubspot.com/account/view-your-hubspot-invoices-and-receipts>.

We've aimed to keep these documents as readable as possible, but in some cases for legal reasons, some of the language is necessarily "legalese". By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We update these terms from time to time. If you have an active HubSpot subscription, we will let you know when we update the terms via in-app notification or by email (if you subscribe to receive email updates). You can find archived versions of the General Terms, Product Specific Terms, Jurisdiction Specific Terms and DPA in our archives at <https://legal.hubspot.com/legal-stuff/archive>.

1. DEFINITIONS

"Add-Ons" means additional product enhancements (including Limit increases and other add-ons) that are made available for purchase and are listed in the 'Add-Ons & Limit Increases' and the 'Technical Limits and Definitions' sections of our Products and Services Catalog.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" or "Customer Terms of Service" means these General Terms and all materials referred or linked to in here, unless otherwise stated. Throughout this Agreement, we link to knowledge base articles to help facilitate your use of our products and services and manage your HubSpot account; however, these knowledge base articles are for your information only, and they are not incorporated into this Agreement.

"Authorized Payment Method" means a current, valid, payment method accepted by us, as may be updated from time to time and which may include payment through your account with a third party.

"Billing Period" means the period for which you agree to prepay fees under an Order Form. This may be the same length as the Current Term specified in the Order Form, or it may be shorter. For example, if you subscribe to the Subscription Service for a one (1) year Current Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all confidential information disclosed by a party and its Affiliates ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party's customers and potential customers, past, present or proposed products, marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research,

development, and the terms and conditions of this Agreement. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

“Contact” means a single individual (other than a User) whose Contact Information is stored by you in the Subscription Service.

“Contact Information” means the name, email address, phone number, online user name(s), and similar information submitted by visitors to your landing pages on the Subscription Service or uploaded by you to the Subscription Service.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

“Customer Data” means all information that you submit or collect via the Subscription Service. Customer Data does not include HubSpot Content.

“Customer Materials” means all materials that you provide or post, upload, input or submit for public display through the Subscription Service.

“DPA” means the HubSpot Data Processing Agreement at <https://legal.hubspot.com/dpa>.

“Email Send Limit” means the number of emails that you may send in any given calendar month, as detailed in the Product Specific Terms.

“Free Services” means the Subscription Service or other products or features made available by us to you on an unpaid trial or free basis.

“HubSpot Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services, including Enrichment Data (as defined in the Product Specific Terms).

“Jurisdiction-Specific Terms” means the additional terms that apply to your subscription, depending on your location. These terms form part of the Agreement and are available at <http://legal.hubspot.com/jurisdiction-specific-terms>.

“Order” or “Order Form” means the HubSpot-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services.

“Personal Data” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Data Protection Laws, as defined in the DPA.

“Privacy Policy” means the HubSpot Privacy Policy available at <https://legal.hubspot.com/privacy-policy>, as updated by us from time to time.

“Product and Services Catalog” means HubSpot’s Product and Services Catalog available at <http://legal.hubspot.com/hubspot-product-and-services-catalog>, as updated by us from time-to-time.

“Product Specific Terms” means the additional product-related terms that apply to your use of HubSpot products, our Consulting Services and Third-Party Products. These terms form part of the Agreement and can be found at <http://legal.hubspot.com/product-specific-terms>.

“Subscription Fee” means the amount you pay for the Subscription Service.

“Subscription Service” means all of our web-based applications, tools and platforms that you have subscribed to under an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us, accessible via <http://hubspot.com> or another designated URL, and any ancillary products and services, including website hosting, that we provide to you. HubSpot Payments are excluded from Subscription Services and are governed separately under the HubSpot Payments Terms of Use.

“Subscription Term” means, collectively, the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s) (the “Initial Term”); and each subsequent renewal period (if any) (each a “Renewal Term”). Your “Current Term” is your then-current committed period of Subscription Services, as either an Initial Term or Renewal Term. For Free Services, the Subscription Term will be the period during which you have an account to access the Free Services.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service. These products and services include non-HubSpot apps available from, for example, our marketplaces, directories, and links made available through the Subscription Service and non-HubSpot services listed on services.hubspot.com.

“Third-Party Sites” means third-party websites linked to from within the Subscription Service, including Communications Services.

“Total Committed Subscription Value” means the aggregate amount of Subscription Fees paid or payable to us during your Current Term(s) for all of your HubSpot accounts, but this amount excludes fees for renewals, Consulting Services and applicable taxes.

“Users” means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“HubSpot,” “we,” “us,” or “our” means the applicable contracting entity as specified in the ‘Contracting Entity and Applicable Law’ section.

“You,” “your,” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer and your Affiliates included in the scope of your purchase.

2. USE OF SERVICES

2.1 Access.

During the Subscription Term, we will provide your Users access to use the Subscription Service as described in this Agreement and the applicable Order. We may provide your Users access to use our Free Services at any time by activating them in your HubSpot account. We might provide some or all elements of the Subscription Service through third party service providers.

You must ensure that all access, use and receipt by your Users is subject to and in compliance with this Agreement. You may provide access and use of the Subscription Service to your Affiliate’s Users or allow them to receive the Consulting Services purchased under an Order; provided that, all such access, use and receipt by your Affiliate’s Users is subject to and in compliance with the Agreement and you will at all times remain liable for your Affiliates’ compliance with the Agreement.

You will notify us promptly of any unauthorized use of your Users’ identifications and passwords or your account by following the instructions at <http://help.hubspot.com>.

2.2 Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your HubSpot account (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your HubSpot account.

2.3 Availability and Uptime. For details of HubSpot’s Service Uptime Commitment, please see the Product Specific Terms.

2.4 Limits. The limits that apply to you will be specified in your Order Form, this Agreement or in our Product and Services Catalog, and for our Free Subscriptions; these limits may also be designated only from within the product itself. For further information on the limits that apply to your subscription, please refer to the Product Specific Terms.

You must be 18 years of age or older to use the Subscription Service.

2.5 Downgrades. Depending on your HubSpot product, you may be entitled to downgrade your subscription. For further information on the downgrade terms that apply to your subscription, please refer to the Product Specific Terms.

2.6 Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. For further information on our modification rights that apply to your subscription, please refer to the Product Specific Terms.

2.7 Customer Support. For information on the customer support terms that apply to your subscription, please refer to the Product Specific Terms.

2.8 Acceptable Use. You will comply with our Acceptable Use Policy at <http://legal.hubspot.com/acceptable-use> (“AUP”).

2.9 Prohibited and Unauthorized Use. You will not use the Subscription Service in any way that violates the terms of the AUP or for any purpose or in any manner that is unlawful or prohibited by this Agreement. You will not (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to uncover or discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; (ii) modify, translate, or create derivative works based on the Subscription Services (except to the extent expressly permitted by us); (iii) or remove any proprietary notices or labels.

You may not use the Subscription Service if you are legally prohibited from receiving or using the Subscription Service under the laws of the country in which you are resident or from which you access or use the Subscription Service.

You may not use the Subscription Service in a way that would violate local or industry-specific regulations (for example, the Children’s Online Privacy Protection Rule consistent with the requirements of the Children’s Online Privacy Protection Act (“COPPA”), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), the Federal Information Security Management Act (FISMA), etc.).

2.10 Sensitive Data. The HubSpot Sensitive Data Terms available at <https://legal.hubspot.com/sensitive-data-terms> are incorporated into this Agreement if you enable the Sensitive Data functionality in your HubSpot Account. To the extent specifically permitted under the HubSpot Sensitive Data Terms and subject to those additional terms, you may use the Subscription Services to collect, store, manage, or otherwise process information considered sensitive information under various regulations.

2.11 Customer Responsibilities. To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that may be required from you include a project manager, one or more content creators, a sales sponsor, an executive sponsor and a technical resource (or equivalent). Responsibilities that may be required include planning of marketing programs; setting of a content creation calendar; creating blog posts, social media content, Calls-To-Action (CTAs), downloads, emails, nurturing content, and other materials; acting as internal liaison between sales and marketing; providing top level internal goals for the use of the Subscription Service; attending regular success review meetings; and supporting the integration of the Subscription Service with other sales and marketing systems.

2.12 Free Trial. If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and

we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

2.13 Legacy Products. If you have a legacy HubSpot product, some of the features and limits that apply to that product may be different than those that appear in these General Terms, Product Specific Terms and/or the Product and Services Catalog. If you have legacy HubSpot products, we may choose to move you to our then-current products at any time. If you determine that you are using a legacy product and would like to upgrade to a current-version, you must execute a new Order.

3. FEES

3.1 Subscription Fees. The Subscription Fee will remain fixed during the Current Term of your subscription unless (i) you exceed your Maximum Contacts or other applicable limits (see the 'Limits' section above), (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, including additional Contacts, or (iv) otherwise agreed to in your Order. We may also choose to decrease your fees upon written notice to you. You can find all the information about how your fees may be otherwise adjusted in Product Specific Terms. Please review the Product Specific Terms for information on Commerce Hub Subscription Services that may have different fee structures.

3.2 Fee Adjustments at Renewal. Upon renewal, we may increase your Subscription Fees up to our then-current list price set out in our Product and Services Catalog. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next Renewal Term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your Current Term by giving the notice required in the 'Notice of Non-Renewal' section below. Please review the Product Specific Terms for information on Commerce Hub Subscription Services that have different fee adjustment notice requirements.

3.3 Payment of Fees. If you are paying by credit card, you authorize us to charge your Authorized Payment Method for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

In the event of a failed attempt to charge your Authorized Payment Method (for example, if your Authorized Payment Method has expired or is no longer valid), we reserve the right, and you authorize us, to retry billing your Authorized Payment Method. If you update your Authorized Payment Method to remedy a change in validity or expiration date, we will automatically resume billing; we may also receive updates on your Authorized Payment Method through our payment service providers and automatically resume billing. We may suspend your access in accordance with the 'Suspension' section or terminate your account in accordance with the 'Termination for Cause' section if we remain unable to successfully charge a valid Authorized Payment Method.

3.4 Payment Against Invoice. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form. If you are paying by invoice, we will invoice you no more than forty-five (45) days before the fees are payable during

the Subscription Term, for example, in advance of the beginning of the next Renewal Term and each subsequent Billing Period.

3.5 Payment Information. You will keep your business information up to date, including your company name, address, and primary contact. You will also keep your Authorized Payment Method and billing information up to date for the payment of incurred and recurring fees, including your tax information.

Changes may be made on your Billing Page within your HubSpot account. You authorize HubSpot to continue to charge your Authorized Payment Method for applicable fees during your Subscription Term and until any and all outstanding Fees have been paid in full. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term. If you are a HubSpot Solutions Partner that purchases on behalf of a client, you agree to be responsible for the Order Form and to guarantee payment of all fees.

3.6 Sales Tax. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You will have no liability for any taxes based upon our gross revenues or net income. At our request, you will provide us with your tax identification information under which you are registered in your registered state; missing this information may impact our ability to service your account, including issuing refunds or credits for applicable taxes.

If you are located in the European Union, the United Kingdom, or Switzerland, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. If you do not provide us with a country specific tax number prior to your transaction being processed, we will not issue refunds or credits for any VAT that was charged. If you are subject to GST, all fees are exclusive of GST. If you are located in Canada, all fees are exclusive of GST, PST and HST.

3.7 Withholding Tax. If you are required to deduct or withhold tax from payment of your HubSpot invoice, you may deduct this amount from the applicable Subscription Fee due to the extent it is due and payable as assessed withholding tax required under laws that apply to you (the "Deduction Amount").

You will not be required to repay the Deduction Amount to us, provided that you present us with a valid tax receipt verifying payment of the Deduction Amount to the relevant tax authority within ninety (90) days from the date of the invoice. If you do not provide this tax receipt within the specified time period, then all fees, inclusive of the Deduction Amount, will be immediately due and payable, and failure to pay these fees may result in your account being suspended or terminated for non-payment.

4. TERM AND TERMINATION

4.1 Term and Renewal. Your Initial Term will be specified in your Order, and, unless otherwise specified in your Order, your subscription will automatically renew for the shorter of the same duration as your prior term or one year.

4.2 Notice of Non-Renewal. Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal. The deadline for sending this notice varies depending on the HubSpot product and edition you have subscribed to. For more information on non-renewal notice periods, please see the Product Specific Terms.

If you decide not to renew, you may send this non-renewal notice to us by indicating that you do not want to renew by turning auto-renew off by accessing the billing details information in your HubSpot account, or by following the steps at this knowledge base article <https://knowledge.hubspot.com/account/how-do-i-cancel-my-hubspot-account>, as applicable.

4.3 Early Cancellation. You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of your Current Term. See the 'Notice of Non-Renewal' section for information on how to cancel your subscription.

4.4 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors.

We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

This Agreement may not otherwise be terminated prior to the end of your Current Term.

4.5 Suspension

4.5.1 Suspension for Prohibited Acts

We may suspend any User's access to any or all Subscription Services without notice for:

(i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement,

(ii) use of the HubSpot email send service that results in excessive bounces, SPAM complaints via feedback loops, direct spam complaints (to our abuse desk), or requests for removal from a mailing list by recipients, or

(iii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

We may, without notice, review and delete any Customer Data or Customer Materials that we determine in good faith violate these terms or the AUP, provided that, we have no duty (unless applicable laws or regulations provide otherwise) to prescreen, control, monitor or edit your Customer Data or Customer Materials.

You can find details about HubSpot and the European Union Digital Services Act of 2024 at <https://legal.hubspot.com/digital-services-act> which is not incorporated into this Agreement and provided for your information only.

4.5.2 Suspension for Non-Payment

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

4.5.3 Suspension for Present Harm

If your website, or use of, the Subscription Service:

- (i) is being subjected to denial of service attacks or other disruptive activity,
- (ii) is being used to engage in denial of service attacks or other disruptive activity,
- (iii) is creating a security vulnerability for the Subscription Service or others,
- (iv) is consuming excessive bandwidth or storage, or
- (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service.

We will make commercially reasonable efforts to limit the suspension to the affected portion of the Subscription Service, and each party will make reasonable efforts to promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

4.5.4 Suspension and Termination of Free Services

We may suspend, limit, or terminate the Free Services for any reason at any time without notice. We may terminate your subscription to the Free Services due to your inactivity.

4.6 Effect of Termination or Expiration. If your paid subscription is terminated or expires, we will continue to make available to you our Free Services provided however, this may not be the case if your Agreement was terminated for cause.

You will continue to be subject to this Agreement for as long as you have access to a HubSpot account.

Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and HubSpot Content. If you terminate this Agreement for cause, we will promptly

refund any prepaid but unused fees covering use of the Subscription Service after termination. For the avoidance of doubt, this refund does not include any fees owed from your use of HubSpot Payments, which is separately governed under the HubSpot Payments Terms of Use. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due. Fees are otherwise non-refundable.

5. CUSTOMER DATA

5.1 Customer's Proprietary Rights.

You own and retain all rights to the Customer Materials and Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data as necessary to provide the Subscription Service and Consulting Services to you, as permitted by this Agreement, and as permitted by applicable law. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

5.2 Limits on HubSpot. We will use Customer Data in order to provide the Subscription Service and Consulting Services to you, as permitted by this Agreement, and as permitted by applicable law.

5.3 Data Practices and Machine Learning.

5.3.1 Usage Data.

We may collect information about you and your Users when you interact with the Subscription Service as permitted by the Agreement.

5.3.2 Machine Learning.

We may use Customer Data for machine learning to support and develop features and functionality within the Subscription Service and similar products and services. You instruct us to use Customer Data for such purposes. You may opt-out of having your Customer Data used for machine learning by emailing privacy@hubspot.com.

5.3.3 HubSpot Tracking Code and Customer Websites

You may choose to include the HubSpot tracking code designed to monitor digital interactions (the "HubSpot Tracking Code") in Customer Content you use in HubSpot, including your websites or digital properties ("Customer Websites"). The HubSpot Tracking Code is available to use with or without HubSpot enrichment products; please refer to the Product Specific Terms and Products and Services catalog for options. We may use data collected through the HubSpot Tracking Code, which may include Personal Data such as IP addresses and other online identifiers ("Website Data") to provide, maintain, append, improve, enhance, and develop our commercial dataset and Subscription Services. For more information about how we process Website Data, see our knowledge base article "Install the HubSpot tracking code." For your ease of reference, the 'Controller-to-Controller Terms' section of the DPA applies to the extent that

Customer uses our enrichment products or the HubSpot Tracking Code, and each party is considered a Controller under Data Protection Laws.

The Controller-to-Controller terms of the DPA will not apply if you both (i) disable Intent data sharing collected from the HubSpot Tracking Code in your HubSpot account, and (ii) are not using enrichment products.

5.3.4 Privacy Policy.

For more information on these practices, please see our Privacy Policy.

5.4 Protection of Customer Data. The terms of the DPA are hereby incorporated by reference and will apply to the extent any Customer Data includes Personal Data. The DPA sets out how we will process Personal Data on your behalf in connection with the Subscription Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the DPA, including our Security Measures in Annex 2 of our DPA.

5.5 Regional Data Hosting. We will store your Customer Data in a specific location or geographical region (e.g., North America, Europe, etc.) as part of your subscription subject to the terms of this Agreement and our Regional Data Hosting Policy.

5.6 Customer Data Transfers. We and our Affiliates may transfer Customer Data (including Personal Data) to the United States in connection with the Subscription Service. To the extent we process Personal Data that is subject to the protection of European Data Protection Laws (as defined in the DPA) in the United States, we will process such Personal Data in accordance with the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework (collectively, the “Data Privacy Framework”) as set out in our DPA. For more information about the Data Privacy Framework, please see our Privacy Policy.

5.7 Retention, Deletion and Retrieval of Customer Data. For information regarding the retention and deletion of Customer Data, please see the ‘HubSpot Obligations’ section of our DPA. You can learn more about your right to retrieve Customer Data from your HubSpot account in the ‘Retrieval of Customer Data’ sections as specified in our Product Specific Terms.

6. INTELLECTUAL PROPERTY

6.1 This is an agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. We retain all intellectual property rights to the HubSpot Content, the Subscription Service, the Consulting Services, and any other products or services provided under this Agreement. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the HubSpot Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. Our trademarks include, but aren’t limited to, those listed on our trademarks page at <http://legal.hubspot.com/trademarks> (which we may update at any time without notice to you), and you may not use any of these without our prior written permission.

6.2 We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

7. CONFIDENTIALITY

7.1 The Receiving Party will: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and HubSpot Solutions Partners bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.2 The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (ii) the Receiving Party will refer the request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (iii) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure, including in circumstances where the Disclosing Party refuses to provide their consent or fails to respond to the Receiving Party's inquiries in connection with the request to disclose the Confidential Information..

8. PUBLICITY

You grant us the right to add your name and company logo to our customer list and website. You can opt-out of this use by filling out the Publicity Opt-Out form at <https://legal.hubspot.com/publicity-opt-out-1>.

9. INDEMNIFICATION

You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our

officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or arises out of

(a) unauthorized or illegal use of the Subscription Service by you or your Affiliates,

(b) your or your Affiliates' noncompliance with or breach of this Agreement,

(c) your or your Affiliates' use of Third-Party Products, or

(d) the unauthorized use of the Subscription Service by any other person using your User information.

We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You will not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

10. DISCLAIMERS; LIMITATION OF LIABILITY

10.1 Performance Warranty. We warrant that: (i) the Subscription Service and Consulting Services will be provided in a manner consistent with generally accepted industry standards, and (ii) we will not knowingly introduce any viruses or other forms of malicious code into the Subscription Service; provided however, this warranty will not apply to you if you only use the Free Services.

In the event of non-conformance with this warranty, we will use commercially reasonable efforts to correct such non-conformance. If we cannot correct such non-conformance within sixty (60) days from the date when you notified us of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days after the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.

We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, or (iii) use of the Subscription Service in violation of or outside the scope of this Agreement.

THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

10.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THE 'PERFORMANCE WARRANTY' SECTION AND WITHOUT LIMITING OUR OBLIGATIONS IN THE

‘PROTECTION OF CUSTOMER DATA’ SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SUBSCRIPTION SERVICE, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, HUBSPOT CONTENT AND CONSULTING SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

10.3 No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY; PROVIDED THAT, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES.

10.4 Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE ‘INDEMNIFICATION’ SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO YOU IF YOU ONLY USE THE FREE SERVICES, AND IN THIS CASE, IF WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR USE OF THE FREE SERVICES, THEN OUR AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

10.5 Third Party Products. WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

10.6 Agreement to Liability Limit. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

10.7 Additional Coverage Terms. If your Total Committed Subscription Value exceeds thirty-five thousand U.S. dollars (USD\$35,000), then the HubSpot Additional Coverage Terms available at Appendix 1 to these General Terms will apply. If these terms apply to you, then they are incorporated into the Agreement.

11. MISCELLANEOUS

11.1 Amendment; No Waiver.

We may modify any part or all of the Agreement by posting a revised version at <http://legal.hubspot.com>. The revised version will become effective and binding the next business day after it is posted. We will provide you notice of this revision by email or in-app notification. If you would like to receive an email notification when we update the Agreement, complete the form found at <https://legal.hubspot.com/subscribe-tos-updates>.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. If you give us this notice, then your subscription will continue to be governed by the terms and conditions of the Agreement prior to modification until your next renewal date, after which the terms posted at <http://legal.hubspot.com> will apply. However, if we can no longer reasonably provide the subscription to you under the terms prior to modification (for example, if the modifications are required by law or result from general product changes), then the Agreement and/or affected Subscription Services will terminate upon our notice to you and we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination in accordance with the 'Effect of Termination or Expiration' provision of this Agreement.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

11.2 Force Majeure. Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; pandemic; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

11.3 Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

11.4 Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

11.5 Compliance with Laws. We will comply with all U.S. state and federal laws (where applicable) in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

We will comply with our Code of Business Conduct and Ethics (a/k/a our Code of Use Good Judgment) which can be found on our Investor Relations page on [hubspot.com](https://www.hubspot.com); the Code of Use Good Judgment is incorporated into this Agreement, but any other linked materials available on our Investor Relations Page are for information only and not incorporated into these terms. You will comply with all applicable laws in your use of the Subscription Service and Consulting Services, including any applicable export laws.

You must comply with all applicable laws related to the recording of phone calls and ensure all proper consent to record is obtained prior to making any such recording. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury in your use and receipt of the Subscription Service and Consulting Services.

You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

11.6 Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

11.7 Notices. To HubSpot: Notice will be sent to the contact address set forth in the Jurisdiction Specific Terms, and will be deemed delivered as of the date of actual receipt.

To you: your address as provided in our HubSpot Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

11.8 Entire Agreement. This Agreement (including each Order), along with our Privacy Policy is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance, supplier portal, or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written comments made by us regarding future functionality or features of the Subscription Service. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

11.9 Assignment. You will not assign or transfer this Agreement without our prior written consent, except that you may assign this Agreement to a successor by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of

law, provided such successor is not a competitor of ours. We may assign this Agreement to any HubSpot Affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

11.10 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.11 Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, will not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement or the rights and obligations of the parties under this Agreement.

11.12 Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. You further warrant and represent that you have the authority to procure your Affiliates compliance with the terms of this Agreement.

11.13 Insurance. During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. best ratings of at least A (VII) or better, liability insurance with coverage and minimum limits of liability as follows: (i) Commercial General Liability Insurance (Primary & Umbrella) or equivalent, with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 Aggregate; (ii) Workers' Compensation & Employers Liability Insurance (as required by the state), with minimum limits of \$500,000 Each Accident, \$500,000 Disease-Policy Limit and \$500,000 Disease-Each Employee; (iii) Professional Liability (cyber/errors and omissions liability insurance), with a limit of \$5,000,000; and (iv) Umbrella/Excess Liability Insurance, with a minimum limit of \$2,000,000.

11.14 U.S. Government Entities. If you are a U.S. local, state or federal government entity, then the HubSpot Government Customer Additional Terms available at Appendix 2 to these General Terms will apply to your Agreement. If these terms apply to you, then they are incorporated into the Agreement and will control in the event of any conflict with the Agreement.

11.15 Survival. The following sections will survive the expiration or termination of this Agreement: 'Definitions,' 'Fees,' 'Prohibited and Unauthorized Use,' 'Early Cancellation,' 'Termination for Cause,' 'Suspension for Prohibited Acts,' 'Suspension for Non-Payment,' 'Suspension for Present Harm,' 'Suspension and Termination of Free Services,' 'Effect of Termination or Expiration,' 'Intellectual Property,' 'Customer's Proprietary Rights,' 'Confidentiality,' 'Publicity,' 'Indemnification,' 'Disclaimers; Limitations of Liability,' 'Miscellaneous' and 'Contracting Entity and Applicable Law.' Additionally, the 'Retrieval of Customer Data' sections, and the 'Beta Services' section of the Product Specific Terms page will survive expiration or termination of this Agreement.

11.16 Precedence. In the event of a conflict between the terms of the Agreement and an Order, the terms of the Order will control, but only as to that Order.

APPENDIX 1

ADDITIONAL COVERAGE TERMS

If your Total Committed Subscription Value exceeds thirty-five thousand U.S. dollars (USD\$35,000), then these Additional Coverage Terms apply; if your Total Committed Subscription Value is below this amount, then these terms will not apply. We may update or change these terms in the same way as we can update or change our Agreement, as we describe in the 'Amendment; No Waiver' section of the General Terms.

1. HubSpot Indemnification

We will indemnify, defend and hold you harmless, at our expense, against any Action brought against you (and your officers, directors, employees, agents, service providers, licensors, and Affiliates) by a third party not affiliated with you to the extent that such Action is based upon or arises out of (1) an allegation that the Subscription Service infringes a valid patent in a member state of the Patent Cooperation Treaty, registered trademark, or registered copyright ("IP Indemnification"), or (2) our breach of our confidentiality obligations or our use of Customer Data in violation of this Agreement ("Confidentiality and Data Misuse Indemnification").

You will: notify us in writing within thirty (30) days of you becoming aware of any such claim; give us sole control of the defense or settlement of such a claim; and provide us (at our expense) with any and all information and assistance reasonably requested by us to handle the defense or settlement of the claim. We will not accept any settlement that (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without your prior written consent.

We will not have any obligation or liability under this section if the alleged claim is caused by or based on: (i) any combination of the Subscription Service with any hardware, software, equipment, or data not provided by us, (ii) modification of the Subscription Service by anyone other than us, or modification of the Subscription Service by us in accordance with specifications or instructions that you provided, (iii) use of the Subscription Service in violation of or outside the scope of this Agreement, (iv) an allegation that the Subscription Service consists of a function, system or method traditionally utilized in marketing, sales or services software that is not commercially unique to the Subscription Service, and the commercially unique aspects of the Subscription Service are not identified in the allegation giving rise to the claim, or (v) user interface or related user design elements not provided by us.

Notwithstanding the foregoing, in the event of such a claim, or if we believe that such a claim is likely, we may, at our sole option and expense: (a) modify the Subscription Service or provide you with substitute Subscription Service that is non-infringing; or (b) obtain a license or permission for you to continue to use the Subscription Service, at no additional cost to you; or (c) if neither (a) nor (b) is, in our judgment, commercially practicable, terminate your access to the Subscription Service (or to a portion of the Subscription Service as necessary to resolve the claimed infringement) and refund any prepaid but unused fees covering use of the Subscription

Service after termination in accordance with the ‘Effect of Termination or Expiration’ provision of this Agreement. THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

2. Limitation of Liability

The ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the General Terms is revised to read as follows:

“EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE ‘INDEMNIFICATION’ SECTION, OUR LIABILITY ARISING FROM OUR IP INDEMNIFICATION OBLIGATIONS UNDER THE ‘HUBSPOT INDEMNIFICATION’ SECTION AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY OR ITS AFFILIATES IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM”.

APPENDIX 2

U.S. GOVERNMENT CUSTOMER ADDITIONAL TERMS

If you are a U.S. local, state or federal government entity, including public institutions of higher education, that uses the HubSpot products or services (a “Government Customer”), then these HubSpot Government Customer Additional Terms apply. We may update or change these terms in the same way as we can our Agreement as we describe in the ‘Amendment; No Waiver’ section of our General Terms.

These terms apply to the extent required by applicable law.

Government Customer Purpose

Government Customer may only use the Subscription Service and Consulting Services for a governmental-related purpose. These terms will not apply in the event the Subscription Service and/or Consulting Services are used for any private, personal, or non-governmental-related purpose.

2. Indemnification

Government Customer’s obligations in the ‘Indemnification’ section of the General Terms will only apply to the extent permitted by applicable law.

3. Limitation of Liability

The ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the General Terms applies to the extent permitted by applicable law. The following sentence is also added to the end of the ‘Limitation of Liability’ sub-section in the ‘Disclaimers; Limitations of Liability’ section of the General Terms, or to the amended ‘Limitation of Liability’ section in the HubSpot Additional Coverage Terms in Appendix 1 to the General Terms, if applicable: “ALSO PROVIDED HOWEVER, THIS LIMITATION WILL NOT APPLY TO EITHER PARTIES’ LIABILITY ARISING FROM ITS NEGLIGENCE THAT RESULTS IN BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY.”

4. Contracting Entity and Applicable Law

The ‘Contracting Entity and Applicable Law’ section of the Jurisdiction Specific Terms is revised to read as follows:

You are contracting with HubSpot, Inc. and this Agreement is governed by the laws applicable to you as a Government Customer, or if no such laws are specified, then the laws of the Commonwealth of Massachusetts, U.S.A., without reference to conflicts of law principles. Government Customer agrees that we have standing and privity of contract to bring a claim directly against Government Customer in a court or body of competent jurisdiction.

MIT

Component Name	Version	Copyright
rails/activestorage	6.1.3-1	Copyright (c) David Heinemeier Hansson, 37signals LLC
ttskch/select2-bootstrap4-theme	1.5.2	Copyright (c) 2018 Takashi Kanemoto
actionview	6.1.4.4	Copyright (c) David Heinemeier Hansson
bootstrap	4.6.1	Copyright (c) 2011-2024 The Bootstrap Authors
activestorage	6.1.4.4	Copyright (c) David Heinemeier Hansson, 37signals LLC
erubi	1.10.0	Copyright(c) 2006-2011 kuwata-lab.com all rights reserved. Copyright(c) 2016-2021 Jeremy Evans
flatpickr	4.6.9	Copyright (c) 2017 Gregory Petrosyan
jquery	3.6.0	Copyright OpenJS Foundation and other contributors, https://openjsf.org/

jquery-rails	4.4.0	Copyright (c) 2010-2016 Andre Arko
jquery-ui	1.12.1	Copyright OpenJS Foundation and other contributors, https://openjsf.org/
jquery-ui-rails	6.0.1	Copyright OpenJS Foundation and other contributors, https://openjsf.org/
popper.js	1.16.1	Copyright © 2016 Federico Zivolo and contributors
rails_sortable	1.4.1	Copyright 2013 itmammoth
rails-assets-tether	2.0.0	Copyright (c) 2017 Tenex Developers
railties	6.1.4.4	Copyright (c) David Heinemeier Hansson
recaptcha	5.8.1	Copyright (c) 2007 Jason L Perry
remotipart	1.4.4	Copyright (c) 2009 Greg Leppert
select2	4.1.0-rc.0	Copyright (c) 2012-2017 Kevin Brown, Igor Vaynberg, and Select2 contributors
shortcut-buttons-flatpickr	0.4.0	Copyright (c) 2018 João Morais
simple_calendar	2.3.0	Copyright (c) 2015 Chris Oliver
tinymce-rails	6.4.1	Copyright (C) 2011-24 by Sam Pohlenz
turbolinks	5.2.1	Copyright 2019 Basecamp, LLC
turbolinks-source	5.2.0	Copyright 2019 Basecamp, LLC
actionpack	6.1.4.4	Copyright (c) David Heinemeier Hansson
activejob	6.1.4.4	Copyright (c) David Heinemeier Hansson
activemodel	6.1.4.4	Copyright (c) David Heinemeier Hansson
activerecord	6.1.4.4	Copyright (c) David Heinemeier Hansson
activesupport	6.1.4.4	Copyright (c) David Heinemeier Hansson
builder	3.2.4	Copyright (c) 2003-2012 Jim Weirich (jim.weirich@gmail.com)

bundler	2.3.7	Portions copyright (c) 2010-2019 André Arko Portions copyright (c) 2009 Engine Yard
i18n	1.8.11	Copyright (c) 2008 The Ruby I18n team
marcel	1.02	Copyright (c) 2017 Tom Ward
method_source	1.0.0	Copyright (c) 2011 John Mair (banisterfiend)
mini_mime	1.1.2	Copyright (c) 2016 Discourse Construction Kit, Inc.
rails	6.1.4.4	Copyright (c) David Heinemeier Hansson
rails-dom-testing	2.0.3	Copyright (c) 2013-2015 Kasper Timm Hansen
rails-html-sanitizer	1.4.2	Copyright (c) 2013-2023 Rafael Mendonça França, Kasper Timm Hansen, Mike Dalessio
rake	13.0.6	Copyright (c) Jim Weirich
rspec-rails	5.0.2	Copyright © 2015 David Chelimsky, Aaron Kromer Copyright © 2012 David Chelimsky, Andy Lindeman Copyright © 2006 David Chelimsky, The RSpec Development Team
rubocop	1.30.1	Copyright (c) 2012-25 Bozhidar Batsov
thor	1.1.0	Copyright (c) 2008 Yehuda Katz, Eric Hodel, et al.
corefx	3.1.32	Copyright (c) .NET Foundation and Contributors
Matcap Shader	N/A	Copyright (c) 2010 Daniel Brauer
PlayerPrefs (Objective C)	N/A	Copyright (c) 2009 Flashbang Studios, LLC

SimpleJSON	1.5	Copyright (c) 2012-2022 Markus Göbel (Bunny83)
QRCoder	1.4.3	Copyright (c) 2013-2018 Raffael Herrmann
TBXML	N/A	Copyright (c) 2009 Tom Bradley
Newtonsoft.Json	N/A	Copyright (c) 2007 James Newton-King
Json.Net.Unity3D	N/A	Copyright (c) 2016 SaladLab
Newtonsoft.Json-for-Unity	N/A	Copyright (c) 2019 Kalle Jilheden (jilleJr)
com.newtonsoft.json	N/A	Copyright (c) 2019 Mike Wuetherick
scrollnav.js	2.6.0	Copyright (c) 2012-2018 James Wilson (@jimmynotjim)
bxslider-4	4.1.1	Copyright (c) 2014 Steven Wanderski
jquery-placeholder.js	N/A	Copyright (c) 2010 Daniel Stocks
sample-LTI-WHMIS-quiz	1.0.0	Copyright (c) 2008 Andy Smith
jQuery	1.7.1 and 1.9.1	Copyright (c) OpenJS Foundation and other contributors, https://openjsf.org/

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Component Name	Version	Copyright
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Etcetera Plugin	N/A	Copyright (c) prime31
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Ruby

Component Name	Version	Copyright
json	2.6.1	Copyright (c) Yukihiro Matsumoto <matz@netlab.jp>

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Unity Asset Store Terms of Service and EULA

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Mega-Fiers	3.54	Copyright (c) Chris West
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Vectrosity	5.0	Copyright (c) Starscene Software
PygmyMonkey	1.0.8	Copyright (c) PygmyMonkey Tools
FingerGestures	N/A	Copyright (c) William Ravine

Last updated: December 4, 2024

What’s changed: We clarified the prohibitions on using the Unity Asset Store for training AI or machine learning models to better protect the assets listed on our store (Please review the full text of the clarified Asset Store Terms of Service and EULA). Additionally, we have clarified our Asset Store Terms of Service and EULA for better understanding and have changed our legal jurisdiction to California to align with our other products and services. You can view the prior version of our Asset Store Terms of Service and EULA [here](#).

1. Background

1.1

The Unity Asset Store (“Unity Asset Store”) is owned and operated by Unity Technologies SF (“Unity”). Your use of the Unity Asset Store is governed by these Asset Store Terms of Service (“Terms”).

By accepting these Terms during your account registration, your Purchase process, or while using the Unity Asset Store or any Asset purchased from the Unity Asset Store, you accept and agree to these Terms and to be a party to this binding contract. If you do not. agree to these Terms, you may not access the Unity Asset Store or purchase any Assets.

You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) or, if you are not acting on behalf of a company or other legal entity, on behalf of yourself as an individual. “You” refers to the entity or individual

that is a party to these Terms. You represent and warrant that you are 18 years or older and have the right, authority, and capacity to act on behalf of and bind such entity (if any) and yourself.

1.2

In addition any Asset that you license from the Unity Asset Store that has been developed by Unity or that has been made available by third-parties (“Providers”) that are not affiliated with Unity, will be subject to Unity’s standard Unity Asset Store End User License Agreement (“EULA”), which is Appendix 1 to these Terms and which you accept as an integrated part of these Terms. Notwithstanding the foregoing, certain Assets may be governed by a separate Provider end user license agreement which shall be provided to you.

1.3

You may use Unity Asset Store to browse, locate, and, subject to the payment of applicable fees, download Assets made available by Unity or Providers. You agree and acknowledge that Unity is not responsible for any Asset on the Unity Asset Store that originates from a source other than Unity.

2. Unity’s provision of the Unity Asset Store

2.1

You agree that Unity may stop (permanently or temporarily) providing the Unity Asset Store (or any features within the Unity Asset Store) to you or to users generally at Unity’s sole discretion, without prior notice to you.

2.2

Unity may make available to you various payment processing methods to facilitate the purchase of Assets from the Unity Asset Store. You agree to abide by any relevant terms of service or other legal agreement, whether with Unity or a third party, that governs your use of a given payment processing method. You agree that Unity reserves the right to add or remove payment processing methods at its sole discretion and without notice to you.

2.3

From time to time, Unity may discover an Asset on the Unity Asset Store that violates the Asset Store Provider Agreement between a Provider and Unity or other legal agreements, laws, regulations or policies. You agree that in such an instance Unity retains the right at its sole discretion to demand that such Asset is removed from any computer or other equipment under your control and you agree to promptly comply with such demand.

3. Your Use of the Unity Asset Store

3.1

In order to access certain services in the Unity Asset Store, you may be required to provide information about yourself such as your name, address, and billing details. You agree that any such information you provide to Unity will always be accurate, correct and up to date.

3.2

You agree to use the Unity Asset Store only for purposes that are permitted by (a) the Terms (b) the Asset Store Content Policy, and (c) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree to comply with all local laws and regulations regarding the download, installation and/or use of the Assets.

3.3

You agree not to access (or attempt to access) the Unity Asset Store by any means other than through the interface that is provided by Unity, unless you have been specifically allowed to do so in a separate agreement with Unity. You specifically agree not to access (or attempt to access) the Unity Asset Store through any automated means (including use of scripts, crawlers or similar technologies from time to time).

3.4

You agree that you will not engage in any activity that interferes with or disrupts the Unity Asset Store (or the servers, payment systems or networks which are connected to the Unity Asset Store). You agree that you will not use any of the Assets found on the Unity Asset Store in a way that interferes or disrupts any servers, payment systems, networks, or websites operated by Unity or any third party.

3.5

Except as set forth in the EULA or a Provider end user license agreement, you agree that you will not use, reproduce, duplicate, publicly display, publicly perform, copy, modify, adapt, translate, prepare derivative works of, distribute, transfer, license, sublicense, rent, lease, lend, sell, trade, resell, or otherwise commercialize or monetize any Asset that you have licensed from the Unity Asset Store for any purpose.

3.6

You agree that you are solely responsible for (and that Unity has no responsibility to you or to any third party for) your use of the Unity Asset Store or any Assets, any breach of your obligations under the Terms, and for the consequences (including loss or damage of any kind which Unity may suffer) of any such breach.

3.7

You agree to comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of the Unity Asset Store or the purchase of Assets through the Unity Asset Store, and that the reporting and payment of any such applicable taxes are your responsibility.

3.8

You agree that Unity and/or third parties own all right, title and interest in and to the Unity Asset Store and the Assets available through the Unity Asset Store, including without limitation all applicable Intellectual Property Rights in the Unity Asset Store and Assets. “Intellectual Property Rights” means any and all intellectual property rights wherever in the world and whenever arising (and including any application), including patent laws, copyright, trade secrets, know-how, confidential information, business names and domain names, computer programs, trademark laws, service marks, trade names, utility models, design rights, semi-conductor topography rights, database rights, goodwill or rights to sue for passing off, and any and all other proprietary rights worldwide. You agree that you will not, and will not allow any third party to,

(i) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Unity Asset Store or the Assets, unless otherwise permitted,

(ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in the Unity Asset Store or Assets,

(iii) use the Unity Asset Store or Assets to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights,

(iv) remove, obscure, or alter Unity’s or any third party’s copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Unity Asset Store or Assets, or

(v) use the Unity Asset Store or Assets for purposes such as training an artificial intelligence or machine learning model without the express consent from the Provider and/or Unity. This restriction includes the gathering, aggregation, extraction, scraping or any usage of the Unity Asset Store and/or Assets for dissemination, sale, or distribution, as well as using such Assets and/or the Unity Asset Store for data sets, in the creation process, or as inputs for artificial intelligence or machine learning model programs, whether for commercial or non-commercial purposes.

3.9

You represent and warrant that your use of the Asset Store will comply with the Content Policy, as well as any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions, including what content is acceptable. While Unity does not undertake any legal obligation to monitor, pre-screen, review, flag, filter, modify, refuse or remove any or all Assets or their content from the Unity Asset Store, Unity reserves the right to do so. If Unity is notified by Provider or otherwise becomes aware and determines in its sole discretion that an Asset or any portion thereof (a) violates the Content Policy; (b) violates any applicable law or is subject to an injunction; (c) otherwise violates Unity’s policies or Terms as may be updated by Unity from time to time in its sole discretion; (d) is being distributed by Provider improperly. Unity may take actions as outlined in the Content Policy shall itself be entitled to edit and make changes in the Asset. Irrespective of the above, you agree that by using the Unity Asset Store you may be exposed to Assets that you may find offensive, indecent or objectionable and that you use the Unity Asset Store at your own risk.

3.10

You agree that Section 5 (“GENERAL PROHIBITIONS”) of the Unity Web Site and Communities Additional Terms (<https://unity.com/legal/terms-of-service/site-and-communities>) apply to any User Content (as defined in those Additional Terms) on the Unity Asset Store. You further agree that Unity’s Privacy Policy (<https://unity.com/legal/privacy-policy>) and Data Processing Addendum applies to your use of the Unity Asset Store.

4. Unity Services and Third Party Assets and Services

4.1

Some components of Assets (whether developed by Unity or third parties) may also be governed by third-party software licenses. In the event of a conflict between these Terms or the EULA and any such licenses, the third-party software licenses shall prevail with respect only to those components.

5. Automatic Updates

5.1

Assets originating from Unity and Providers may communicate with Unity servers or Providers’ servers as the case may be from time to time to check for available updates to the Asset Store and the Assets, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, “Updates”). By installing these Assets, you agree to such automatically requested and received Updates. The Asset Store may make connections to remote servers to provide Unity with anonymous usage statistics collected by service providers that Unity uses to improve the Asset Store. The Asset Store may also have features that confirm your compliance with the terms of this Agreement.

6. Indemnifications

6.1

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Unity, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Unity Asset Store, including your licensing, downloading, installation, or use of any Assets, or your violation of these Terms.

7. Termination

7.1

These Terms will continue to apply until terminated by either you or Unity as set out below.

7.2

You may terminate these Terms by ceasing your use of the Unity Asset Store and any Assets.

7.3

Unity may at any time and without notice, terminate these Terms if (a) you have breached any provision of these Terms; (b) Unity is required to do so by law; or (c) Unity decides to no longer provide the Unity Asset Store.

7.4

Upon termination of these Terms, your access to an use of the Asset Store and any Assets purchased hereunder and all legal rights granted to you under these Terms will immediately terminate. Unity shall have no further obligations and liabilities to you hereunder.

8. Disclaimer of Warranties

8.1

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ASSET STORE AND ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE UNITY ASSET STORE IS AT YOUR SOLE RISK AND THAT THE UNITY ASSET STORE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, UNITY, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

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(B) YOUR USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE ASSETS WILL BE CORRECTED.

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8.4

NONE OF THE ASSETS ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

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OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON THE UNITY ASSET STORE; (B) ANY CHANGES WHICH UNITY MAY MAKE TO THE ASSETS OR ON THE UNITY ASSET STORE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE UNITY ASSET STORE OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS); (C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE UNITY ASSET STORE OR THE ASSETS; OR (D) YOUR FAILURE TO PROVIDE UNITY WITH ACCURATE ACCOUNT INFORMATION;

9.3

NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR UNITY, ITS SUBSIDIARIES OR AFFILIATES FOR ANY LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

10. Change of Terms

10.1

Unity may add or make changes to the Terms from time to time. When these changes are made, Unity will make a new copy of the Terms available at the Unity Asset Store.

10.2

You understand and agree that if you use the Unity Asset Store and the Assets after the date on which the Terms have changed Unity will treat your use as acceptance of the updated Terms.

11. “Support the Creator” Program and Program Funds

Unity may, in its discretion, give you the option to contribute funds (“Program Funds”) directly to the licensor of an Asset (hereinafter, referred to as the “Program”).

11.1

Your Program Funds, less any applicable taxes or banking fees, will be distributed to the Licensor who is a party to the EULA for the Asset in question, whether that is Unity or a third-party Provider, unless the Provider has not provided Unity with adequate information to disburse the Program Funds.

11.2

Where the Provider has not provided Unity with a valid payment method, Unity will contribute the Program Funds to a charitable organization of its choice. The terms “charitable,” “donation” and “contribution” are informational only and not intended as tax or legal conclusions. For clarity, Program Funds are taxable, whether or not contributed to a charitable organization under this Section 11.2.

11.3

Program funds are non-refundable for any reason.

12. General Legal Terms

12.1

These Terms constitutes the entire legal agreement between you and Unity regarding your use of the Unity Asset Store and the Assets, and completely replace any prior agreements between you and Unity in relation to the Unity Asset Store and the Assets. Each party confirms that, in entering into the Terms it has not relied upon any representations or statements not expressly incorporated herein. Notwithstanding anything else in the Terms, neither party limits or excludes liability for fraudulent misrepresentation.

12.2

You agree that if Unity does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Unity has the benefit of under any applicable law), this will not be taken to be a formal waiver of Unity's rights and that those rights or remedies will still be available to Unity.

12.3

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of these Terms will continue to be valid and enforceable.

12.4

You acknowledge and agree that each member of the group of companies with which Unity is affiliated shall be third party beneficiaries to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms that confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to these Terms. (whether pursuant to the contract, law or otherwise).

12.5

The rights granted in the Terms may not be assigned or transferred by you without the prior written approval of Unity. Nor shall you be permitted to delegate your responsibilities or obligations under these Terms without the prior written approval of Unity.

12.6

The rights granted in the Terms may be assigned or transferred by Unity without your prior written approval. In addition Unity shall be permitted to delegate its responsibilities or obligations under these Terms without your written approval.

12.7

These Terms, and your relationship with Unity under these Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Notwithstanding the choice of substantive law clause above, the parties agree that this contract concerns interstate commerce and that arbitration and this agreement to arbitrate will be governed by Title 9 (Arbitration) of the United States Code.

Any dispute arising out of, relating to or in connection with these Terms (including any disputes regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to be) will be referred to and finally resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA’s Commercial Arbitration Rules. The seat of arbitration will be the City and County of San Francisco, California. The number of arbitrators will be three with the claimant party nominating one arbitrator, the respondent party nominating one arbitrator and the third and presiding arbitrator being nominated by the two party appointed arbitrators within 30 days of the appointment of the second arbitrator. The language of arbitration will be English. Except in respect of disputes falling within the Arbitration Exceptions set out below, the parties agree that they are each waiving the right to a trial by jury. The arbitration award will be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.

The Parties agree that any arbitration will be conducted in their individual capacities only and not as a class action or other representative action, and the Parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND UNITY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If there is a determination that any term in this paragraph is void or unenforceable for any reason as to any claim, then the arbitration provision set forth above will be inapplicable as to that claim, and that claim will instead proceed through litigation in court rather than by arbitration, but only after the conclusion of the arbitration of any claim or dispute subject to the parties’ arbitration agreement.

13. Definitions

“Assets” are (i) software designed in order to facilitate the development of electronic applications and digital media; and (ii) content (for example – without limitation – computer graphics, including 3D computer graphics, sounds and music), tutorials and other digital materials created in order to become incorporated and embedded components of electronic applications and digital media); and (iii) tutorials provided by either Unity or a third-party Provider.

#Appendix 1

Asset Store End User License Agreement

1. Parties to the Agreement/The Subject Matter of the Agreement

1.1

This Unity Asset Store End User License Agreement (“EULA”) is a non-exclusive, legally binding end user license agreement between any individual or a single entity (“END-USER”) that acquires a license to an Asset from the Unity Asset Store and either (a) Unity Technologies SF (“Unity”); or, as the case may be (b) any third party that offers and distributes its Assets via the Unity Asset Store (“Provider”). Consequently, this EULA shall apply regardless of whether a purchased Asset is produced by Unity or by a Provider (each, a “Licensor”). This EULA is therefore a non-exclusive, legally binding end user license agreement as the case may be between either (i) Unity and END-USER (in which case the term “Licensor” shall refer to Unity), or (ii) Provider and END-USER (in which case the term “Licensor” shall refer to Provider).

1.2

By installing, copying, accessing, downloading or otherwise using the Assets, END-USER agrees to be bound the provisions of this EULA. All definitions of the Terms shall also apply in this EULA unless the context clearly provides for a different understanding.

1.3

The subject matter of this EULA is the licensing to END-USER of any Assets from Licensor via the Unity Asset Store. The Assets are licensed, not sold.

1.4

END USER hereby acknowledges that in the event it acquires a license to an ASSET which in the Unity Asset Store is marked as an Asset which is distributed by Provider (as opposed to Unity), then Provider shall be considered as the Licensor of, such Asset and; consequently, only Provider (as opposed to Unity) shall be responsible for any liability whatsoever under any EULA or any breach by Provider, including (without limitation) liability for infringement of any intellectual property rights, irrespective of the fact that Unity facilitates payment.

2. END-USER’s Rights and Obligations

2.1

END-USER may use the licensed Assets only for their intended purpose.

2.2

2.2.1 Non-Restricted Assets. The following concerns only Assets that are not Restricted Assets: Subject to the restrictions set forth in this EULA, Licensor hereby grants to the END-USER a non-exclusive, non-transferable, worldwide, and perpetual license to the Asset solely:

(a) to incorporate the Asset, together with substantial, original content not obtained through the Unity Asset Store, into an electronic application or digital media that has a purpose, features, and functions beyond the display, performance, distribution, or use of Assets (“Licensed Product”) as

an embedded component of that Licensed Product, such that the Asset does not comprise a substantial portion of the Licensed Product;

(b) to reproduce, publicly display, publicly perform, transmit, and distribute the Asset as incorporated and embedded in that Licensed Product;

(c) to incorporate the Asset into physical advertising materials and reproduce, publicly display, publicly perform, transmit and distribute the Asset as incorporated into those materials solely for marketing purposes with respect to the Licensed Product;

(d) monetize the Asset within and for use within a Licensed Product, including via in-app purchases; and

(e) except as set forth in 2.2.1.1 below, modify the Assets in connection with (a), (b), (c), and (d).

2.2.1.1 Limitations on License. Without limiting the foregoing, END-USER may not, and has no right to,

(a) share the costs related to purchasing an Asset and then let any third party that has contributed to such purchase use such Asset (forum pooling),

(b) enable a customer or user of a Licensed Product to sell, transfer, distribute, lease, or lend the Assets for commercial gain or commercialize Assets within a Licensed Product,

(c) without express authorization, monetize an Asset in a Licensed Product where the Licensed Product's primary purpose is to create user-generated content,

(d) use, reproduce, duplicate, publicly display, publicly perform, copy, modify, adapt, translate, prepare derivative works of, distribute, transfer, license, sublicense, rent, lease, lend, sell, trade, resell, or otherwise commercialize or monetize any Asset except as expressly permitted in this EULA,

(e) if the Asset is a software development kit ("SDK"), modify the SDK except as instructed or authorized by Provider in writing (including instruction or authorization in Asset documentation) or include the SDK within END-USER's Licensed Product at runtime,

(f) without express authorization, use Assets in any digital representation of value, ownership, or contractual rights, or

(g) use the Unity Asset Store or Assets for purposes such as training an artificial intelligence or machine learning model without the express consent from the Provider and/or Unity. This restriction includes the gathering, aggregation, extraction, scraping or any usage of the Unity Asset Store and/or Assets for dissemination, sale, or distribution, as well as using such Assets and/or the Unity Asset Store for data sets, in the creation process, or as inputs for artificial intelligence or machine learning model programs, whether for commercial or non-commercial purposes.

2.2.2 Restricted Assets. The following concerns only Restricted Assets: Restricted Assets have license terms different from other Assets. Those license terms are found in the materials accompanying Restricted Assets (“Restricted Asset Terms”). For clarity, to the extent Restricted Asset Terms are different from this EULA, the Restricted Asset Terms will control; otherwise, this EULA will continue to apply. No other use is licensed or permitted and END-USER may otherwise not use, reproduce, publicly display, publicly perform, transmit, distribute, sublicense, rent, lease or lend Restricted Assets. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to purchasing a Restricted Asset and then let any third party that has contributed to such purchase use such Restricted Asset (forum pooling).

2.3

2.3.1 EXCEPT FOR EXTENSION ASSETS, END-USER is granted a license to install and use Assets on an unlimited number of computers provided that these computers belong to END-USER. If END USER chooses a “multi-entity” tier for an Asset, this license grant will extend to any Affiliate of END USER, where “Affiliate” means, with respect to END USER, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with END USER, where “Control,” “Controlled by,” and “under common Control with” mean possession, directly or indirectly, through one or more intermediaries, of the power to direct or cause the direction of management or policies of a person, whether through ownership of equity, voting, or other interests; “Affiliate” will also include any Contractor of END USER, provided that such Contractor’s use is limited to work on the project for which Contractor is hired by END USER.

2.3.2 END-USER is granted a single seat license to install and use any Asset categorized in the Asset Store as an “Editor Extension” “Scripting”, or “Services” (collectively, “Extension Asset”) only on a maximum of 2 computers. For the avoidance of doubt, Extension Assets are licensed on a per seat basis and may not be shared or used concurrently on more than 2 different computers. As an exception, build farm servers and virtual machine instances used only for running, testing, or building projects with Extension Assets do not require separate seat license(s) or constitute use on more than 2 different computers.

2.4

An END-USER may use an Asset under SECTIONS 2.2 and 2.3, and may have a third party, including any “work-made-for-hire” contractor or “freelancer” (“Contractor”), work on that Asset on its behalf. However, except for any “multi-entity” Assets under Section 2.3.1, any Contractor working on a project for an END-USER must have license(s) to its own to the Asset, and, conversely, to use an Asset under SECTIONS 2.2 and 2.3, a person must have its own license to the Asset, regardless of whether a Contractor working on a project for that person had its own license to that Asset. For example, a person who is a Contractor must have a seat license for an Extension Asset, and the person who is hirer of the Contractor must have a seat license for that Extension Asset.

2.5

Services SDKs: If END-USER downloads and integrates Services SDKs, END-USER may be required to accept a Licensor end user agreement and/or additional Licensor terms and conditions to use such services.

2.6

END-USER shall pay for the license to the Assets in accordance with the payment process provided in the Asset Store or otherwise indicated by the Asset Store. END USER shall provide customary billing and tax information such as name, billing address, credit card information and VAT number (for EU residents). END USER agrees to pay for all purchases hereby authorizes the collection of such amounts including applicable taxes by charging the credit card provided, either directly by Unity or indirectly, via a third party online payment processor; alternatively, payment may be made where available by redemption of valid credit(s) (credit(s) are non-transferable) issued by the Asset Store or a third party payment processor. For clarity, your payment to Unity for an Asset will satisfy your payment obligation with regard thereto, regardless of whether or not the Asset is published by Unity or a third party and regardless of whether the payment is made directly or through a third party online payment processor. VAT numbers cannot be added or changed after the purchase is completed. If you are directed to a third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Privacy Policy. Please review such third party's terms and conditions and privacy policy before using the services.

2.7

Some components of Assets (whether developed by Unity or third parties) may also be governed by applicable open source software licenses. In the event of a conflict between the applicable EULA and any such open source licenses, the open source software licenses shall prevail with respect to those components.

2.8

2.8.1 All sales are final, and there shall be no refunds except as expressly provided in this EULA or as required by law.

2.8.2 Assets will be made immediately available for download upon an END-USER's acceptance of an order, and therefore END-USER's right of withdrawal is forfeited upon acceptance.

2.8.3 Automatic refunds are available when all of the below criteria are met:

- The asset is licensed under a single or multi-entity license.
- The request is submitted within 14 days from the order purchase date.
- The product has not been downloaded.
- Purchased by PayPal or credit card.
- The asset is not part of an upgrade path.

2.8.4 Additionally, within fourteen (14) days of purchase refunds can be requested and may be made at Unity's sole discretion. Circumstances where refunds may be granted include, but are not limited, to the following:

- The asset is not as advertised. An asset not being as advertised includes but is not limited to the following:
 - Features or components offered in the asset description on the Asset Store are missing;
 - A feature of the asset is not working as advertised on the Asset Store by the Publisher and the end user has attempted to consult the Publisher regarding it
- The END-USER has completed a duplicate purchase, along with proof of the initial purchase.
- The asset is not compatible with the most recent LTS Unity version, and no information was provided in the asset description to indicate this.
- The asset is removed from the Unity Asset Store within thirty (30) days of purchase.

2.8.5 Any refund in accordance with 2.8.4 are subject to a manual review by Unity to assess whether a refund is possible.

2.8.6 Permitted refunds for any license purchased by redemption of valid credit(s) will be credited back to that credit account.

2.9

In this EULA, "Restricted Asset" means any Asset licensed hereunder that is designated (on prior written approval from Unity) as a "Restricted Asset" in any materials accompanying the Asset.

3. Licensor's Rights and Obligations

Licensor shall render support services to END-USER only in the event a special agreement to this effect has been entered into.

4. Termination

4.1

Without prejudice to any other rights, Licensor may terminate this EULA if END-USER fails to comply with the terms and conditions of this EULA and the Terms.

4.2

END-USER may terminate END-USER's license at any time.

4.3

In the event that Unity at its discretion or as a result of a decision made by any competent court or authority makes a refund to END-USER of the fees paid for any Asset, then this EULA shall terminate for such Asset.

4.4

In the event of termination of this EULA, all license rights granted herein terminate and END-USER shall immediately destroy any and all copies of the Assets contained on any type of media under the control of END-USER and confirm such destruction in writing to LICENSOR.

5. Duplication Rights/Back Up Copy

5.1

END-USER may not make copies of the Assets, except incidental transient or temporary copies or otherwise to the extent that such activity is expressly permitted under mandatory statutory applicable law. In addition, Licensor acknowledges that copies of the Assets may be made when the Assets have been integrated as components of electronic applications and digital media as permitted hereunder.

5.2

After installation of one copy of the Asset pursuant to this EULA, END-USER may keep the original copy of the Asset solely for back-up or archival purposes.

6. Reverse Engineering, Decompilation, and Disassembly

END-USER may modify Assets. END-USER shall not reverse engineer, decompile, or disassemble Services SDKs, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law.

7. Trademarks

This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor, Provider or Licensor's other suppliers.

8. Upgrades and Support

8.1

Assets identified as upgrades replace and/or supplement the licensed Assets.

8.2

Licensor may at its own discretion from time to time provide upgrades of the Assets to END-USER without requesting further payment. Irrespective hereof END-USER is only entitled to licenses to upgrades if END-USER has entered into an Upgrade Agreement with Licensor. END-USER may use the upgraded Assets only in accordance with the terms of this EULA.

8.3

END-USER is only entitled to support if END-USER has entered into a Support Agreement with Licensor.

9. Intellectual Property

9.1

The Assets are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

9.2

All title and intellectual property rights in and to the Assets (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and “applets” incorporated into the Assets), the accompanying printed materials, and any copies of the Assets are owned by Licensor. All rights not expressly granted are reserved by Licensor. For greater certainty and without limitation of the foregoing, use of Assets, whether modified as permitted hereunder or unmodified, is limited to use as expressly provided in this EULA.

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10.1

END-USER UNDERSTANDS AND ACCEPTS THAT PRIOR TO PLACING ANY ASSET ON THE UNITY ASSET STORE, UNITY DOES NOT UNDERTAKE ANY LEGAL OBLIGATION TO MONITOR, PRE-SCREEN, REVIEW, FLAG, FILTER, MODIFY, REFUSE OR REMOVE ANY ASSET OR THEIR CONTENT FROM THE UNITY ASSET STORE. CONSEQUENTLY, END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ASSETS IS AT END-USER’S SOLE RISK AND THAT THE ASSETS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT: (A) END-USER’S USE OF THE ASSETS WILL MEET END-USER’S REQUIREMENTS, (B) END-USER’S USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER’S USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ASSETS WILL BE CORRECTED.

10.2

END-USER’S USE OF ANY ASSETS IS AT END-USER’S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER’S

COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3

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10.4

NONE OF THE ASSETS IS INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. Limitation of Liability; Limited Defense/Indemnity

11.1

SUBJECT TO THIS SECTION 11, LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DIRECT OR INDIRECT DAMAGES, LOSSES, OR INJURIES AND ANY LIABILITY UNDER SECTION 11.3.2.3, WILL BE LIMITED TO THE AMOUNTS PAID TO LICENSOR BY END-USER IN THE PAST SIX MONTHS FOR THE LICENSE TO THE ASSETS RELATING TO THE DISPUTE; SUBJECT TO THIS SECTION 11, IN NO EVENT WILL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES BE LIABLE TO END-USER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE ASSET STORE OR ANY ASSETS LICENSED, DOWNLOADED OR OTHERWISE OBTAINED FROM THE UNITY ASSET STORE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2

SUBJECT TO THIS SECTION 11, END-USER EXPRESSLY UNDERSTAND AND AGREE THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF (A) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON THE UNITY ASSET STORE; (B) ANY CHANGES WHICH LICENSOR MAY MAKE TO THE ASSETS OR ON THE UNITY ASSET STORE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE UNITY ASSET STORE OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS); (C) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ASSETS; OR (D) END-USER'S FAILURE TO PROVIDE UNITY WITH ACCURATE ACCOUNT INFORMATION;

11.3

11.3.1 Nothing in this EULA excludes the liability for Licensor, its subsidiaries or affiliates for any liability which cannot be limited by applicable law.

11.3.2 In respect of Assets whose license is offered for any obligatory fee, charge, or price ("Paid Assets"), Licensor agrees to the limited obligation of defense and indemnity of this Section 11.3.2.

11.3.2.1 Subject to Sections 11.3.2.2 and 11.3.2.3, Licensor will defend END-USER from claims arising out of or in connection with any claim that a Paid Asset infringes any third-party rights of copyright or of trademark, provided that this will not apply to the extent any such claim is predicated on (a) any changes or modifications of the Paid Asset by anyone other than the Licensor; (b) any changes or modifications of the Paid Asset by Licensor at the request of END-USER; (c) any combination or incorporation of the Paid Asset with any other software, media, or thing; or (d) any breach or failure to meet the obligations of this EULA by END-USER.

11.3.2.2 In order to claim an obligation of defense under the preceding Section 11.3.2.1, END-USER must (a) inform the Licensor in writing of the existence of the claim within 10 days of it coming to END-USER's attention; and (b) give the Licensor sole right to control the defense or settlement of the claim, provided that END-USER will have the right to approve of any proposed settlement in which there is any admission of any kind by END-USER, such approval not to be unreasonably withheld, conditioned, or delayed. END-USER will, at its expense, provide Licensor with reasonable co-operation in Licensor's defense of the claim. Notwithstanding the foregoing, END-USER may, at its expense, participate in the defense of the claim with separate counsel of its own choosing.

11.3.2.3 Where a claim under Section 11.3.2.1 has been either defended by Licensor or may have been defended by Licensor and ends in a final judgment/order of a court of competent jurisdiction from which no appeal is possible or in a final, binding settlement, Licensor will pay

the monetary award of damages against END-USER under that final judgment/order or the monies to be paid by END-USER pursuant to the final, binding settlement; provided, however, that the obligation to pay shall (a) only be to the extent commensurate with the infringement which Licensor is obligated to defend against under Section 11.3.2.1; and (b) be nonetheless limited by and subject to the limitation of liability provided in Section 11.1.

12. Export Restrictions

Assets available on the Unity Asset Store may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Assets (“Export Laws”). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Assets to any country to which a license is required under the Export Laws without first obtaining a license.

13. Venue and Applicable Law

This EULA and END-USER’s relationship with Licensor under this EULA, shall be governed by the laws of the state of California without regard to its conflict of laws provisions.

Any dispute arising out of, relating to or in connection with these Terms (including any disputes regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to be) will be referred to and finally resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under the AAA’s Commercial Arbitration Rules. The seat of arbitration will be the City and County of San Francisco, California. The number of arbitrators will be three with the claimant party nominating one arbitrator, the respondent party nominating one arbitrator and the third and presiding arbitrator being nominated by the two party appointed arbitrators within 30 days of the appointment of the second arbitrator. The language of arbitration will be English. Except in respect of disputes falling within the Arbitration Exceptions set out below, the parties agree that they are each waiving the right to a trial by jury. The arbitration award will be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets.

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Component Name	Version	Copyright
Unity Standard Assets	N/A	Copyright (c) Unity Technologies SF
Apple ARKit XR Plug-in	5.1.5	Copyright (c) 2024 Unity Technologies
AR Foundation	5.1.5	Copyright (c) 2024 Unity Technologies
Input System	1.7.0	Copyright (c) 2023 Unity Technologies

com.unity.mathematics	1.2.6	Copyright (c) 2019 Unity Technologies
XR Core Utilities	2.3.0	Copyright (c) 2021 Unity Technologies
Google ARCore XR Plug-in	5.1.5	Copyright (c) 2024 Unity Technologies
Addressables	1.21.21	Copyright (c) 2020 Unity Technologies ApS
AI Navigation	1.1.5	Copyright (c) 2016 Unity Technologies ApS
TextMesh Pro	3.0.9	Copyright (c) 2021 Unity Technologies ApS
Unity UI	1.0.0	Copyright (c) 2015-2020 Unity Technologies ApS
XR Legacy Input Helpers	2.1.11	Copyright (c) 2019 Unity Technologies ApS
Nuget.Newtonsoft.Json	3.2.1	Copyright (c) 2022 Unity Technologies ApS

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(10.29.2024)

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Component Name	Version	Copyright
Unity Analytics	3.8.1	Copyright(c) 2017 Unity Technologies
Unity Analytics	5.0	Copyright (c) 2023 Unity Technologies

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9. Definitions.

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“Third Party Service” means any service offered to Unity developers.

“Unity Engine” means Unity’s content authoring and rendering engine software.

(21.07.2023)

Unity Terms of Service

Component Name	Version	Copyright
Services Core	1.12.5	Copyright (c) 2021 Unity Technologies

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WTFPL

Component Name	Version	Copyright
spark-md5	3.0.1	Copyright (c) 2015 André Cruz

		<amdfcruz@gmail.com>
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Version 2, December 2004

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0. You just DO WHAT THE FUCK YOU WANT TO.

zSpace SDK License Agreement

Component Name	Version	Copyright
zSpace plugin	6.3.1.1	Copyright (c) zSpace, Inc.

SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

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RECITALS

A. zSpace has developed a virtual holographic computing platform (the “zSpace® Platform”). zSpace has also developed a software development kit, consisting of certain software tools, APIs and related documentation, as more fully described in Exhibit A (the “zSpace SDK”).

B. zSpace is making versions of the zSpace SDK available to developers that desire to develop applications that operate on or in connection with the zSpace zSpace® Platform.

C. Developer desires to obtain one or more copies or versions of the zSpace SDK for internal development or commercial product development purposes and zSpace is willing to make such versions of the zSpace SDK available to Developer, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

LICENSE.

a. zSpace SDK License. Subject to Developer's compliance with the terms and conditions of this Agreement, zSpace hereby grants Developer a personal, perpetual, nonexclusive license to use and reproduce the zSpace SDK for installation on Developer owned development stations for use by Developer employees and contractors, solely for the purposes of developing and testing applications that operate on or in connection with the zSpace® Platform ("Developer Applications"). The zSpace SDK contains certain open source software and is licensed pursuant to the applicable open source licenses specified in the documentation and is provided WITHOUT ANY WARRANTY. You can modify and distribute the open source software in accordance with the terms of the specified licenses. Upon request at any time within three (3) years from your receipt of this software the supplier will provide it to you in source code form. More details are available at zSpace.com.

b. Restrictions. Developer has no right to use or reproduce the zSpace SDK except as expressly set forth in Section 1.a. Developer acknowledges and agrees that portions of the zSpace SDK, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of zSpace and its licensors. Except to the extent the following prohibitions may be prohibited by local law, Developer may not: (a) modify, adapt, decompile, disassemble, or reverse engineer the Software; (b) allow any third party to use or have access to the Software or Documentation, except for an outsourced service provider who agrees to be bound by this Agreement; (c) make the Software available over the Internet or similar networking technology; (d) use, evaluate or view the Software or Documentation for purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to the functions performed by the Software; or (e) sublicense the Software or Documentation to any third party. Developer will not use the zSpace SDK to perform comparisons or other "benchmarking" activities against products that are competitive with the zSpace SDK or the zSpace® Platform.

c. Limited Rights. zSpace and its licensors reserve all rights and licenses in and to the zSpace SDK not expressly granted to Developer under this Agreement.

2. CONDITIONS.

a. Ownership. Developer acknowledges and agrees that, as between the parties, zSpace owns all right, title, and interest in and to the zSpace SDK, including all worldwide patent rights, copyrights, trade secrets, and any other intellectual property rights therein. Developer will reproduce all of zSpace's and its licensor's copyright notices and any other proprietary rights notices on all copies of the zSpace SDK that Developer makes hereunder.

b. Feedback. Developer acknowledges that zSpace desires to obtain comments, suggestions and feedback with respect to the operation, performance and reliability of the zSpace SDK, including suggestions for improvement (collectively, "Feedback"). Developer agrees to provide zSpace with Feedback regarding the zSpace SDK, and any other information reasonably requested by zSpace. Developer agrees that such Feedback will be the sole and exclusive property of zSpace and Developer hereby irrevocably assigns to zSpace and agrees to assign to zSpace all rights, title, and interest in and to all Feedback, including all intellectual property rights therein.

3. CONFIDENTIAL INFORMATION:

a. Definition. "Confidential Information" means: (a) the zSpace SDK and all technical information relating thereto; and (b) any business or technical information of zSpace, including, but not limited to, any information relating to zSpace's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

b. Restrictions. Developer will not use or disclose any Confidential Information, except as necessary for the exercise of its rights under this Agreement. Developer will use all reasonable efforts to protect Confidential Information from unauthorized use or disclosure, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar importance. Developer may disclose Confidential Information only to those of its employees and contractors who need to know such Confidential Information for the exercise of Developer's rights under this Agreement; provided, that each such employee and contractor first is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement.

c. Exclusions. The obligations in Section 3.b. will not apply to the extent any information: (a) is or becomes generally known to the public through no fault or breach of this Agreement by Developer; (b) is rightfully known by Developer at the time of disclosure without an obligation of confidentiality; (c) is independently developed by Developer without access to or use of any Confidential Information; or (d) is rightfully obtained by Developer from a third party without restriction on use or disclosure.

d. Publicity. Developer may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions or the relationship of the parties without zSpace's express prior written approval, which approval zSpace may grant or withhold at its sole discretion.

4. WARRANTY DISCLAIMER.

The zSpace SDK is provided "AS IS," WITHOUT WARRANTY OF ANY KIND. ZSPACE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5. TECHNICAL SUPPORT.

zSpace will provide Developer with technical support for the zSpace SDK. Such support services will be limited to answering technical questions regarding software application programming interfaces, including the zSpace SDK, via telephone or electronic mail. zSpace will make such technical support available during the hours of 9:00AM to 5:00 PM (Pacific Time) Monday through Friday (except holidays). Support services requested by email will be responded with two (2) business days of receipt. When possible Developer will funnel support service requests through a limited number of Developer personnel.

6. INDEMNITY.

Developer will indemnify, hold harmless, and defend zSpace from and against any and all claims, liabilities, damages, losses, costs and expenses (including but not limited to reasonable attorneys fees) arising out of or resulting from the use, marketing, licensing, distribution or sale of any Developer Application including any claims alleging that a Developer Application infringes or misappropriates a third party's intellectual property rights of a third party. zSpace will (i) promptly notify Developer of the claim; (ii) provide Developer with all reasonable information and assistance, at Developer's expense, to defend or settle such a claim; and (iii) grant Developer authority and control of the defense and settlement of the claim.

7. LIMITATION OF LIABILITY.

a. Exclusion of Damages. IN NO EVENT WILL ZSPACE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, USE, PROFITS, DATA OR GOODWILL, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, OPERATION OR PERFORMANCE OF THE ZSPACE SDK, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ZSPACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. Total Liability. ZSPACE'S TOTAL LIABILITY TO LICENSEE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE AMOUNTS PAID BY DEVELOPER TO ZSPACE PURSUANT TO THIS AGREEMENT. IF ZSPACE HAS MADE THE ZSPACE SDK AVAILABLE TO DEVELOPER WITHOUT CHARGE, ZSPACE'S TOTAL LIABILITY WILL BE LIMITED TO \$500.

8. TERM AND TERMINATION.

a. Termination. Each party has the right to terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

b. Effect of Termination. Upon any termination of this Agreement: (a) the rights and licenses granted to Developer under this Agreement will automatically terminate; and (b) Developer will return to zSpace or destroy all copies of the zSpace SDK and any other Confidential Information in Developer's possession or control at zSpace's request.

c. Survival. The applicable provisions of Sections 2, 3, 4, 5, 6, 7 and 8 will survive any termination or expiration of this Agreement.

9. GENERAL.

a. Assignment. Developer may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of zSpace. Any attempted assignment without such consent will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

b. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California (excluding its body of law controlling conflict of laws). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby consent to the personal jurisdiction and venue therein.

c. Nonexclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

d. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

e. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

f. Notices. Any waiver, modification, amendment of any provision or notices required or permitted under this Agreement will be in writing and signed by duly authorized representatives of each party, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

g. Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such

subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

h. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

i. Export Law. Developer agrees to comply fully with all U.S. export laws and regulations to ensure that neither the zSpace SDK nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

EXHIBIT A - ZSPACE SDK

1. Real-time 3D Stereo engine with native head tracking and stylus (6DOF) input consisting of:

1.1. Object Model

1.2. Interpolative Animation

1.3. 3d Spatial-ized Audio

1.4. Collision Detection and Physics Simulation

1.5. Event Management

1.6. Input Management

2. Comprehensive Suite of Engine Demo Applications

3. Core Libraries including:

3.1. Stereo 3.2. Tracker

3.2.1. zSpace Head Tracking

3.2.2. zSpace Stylus Input

3.2.3. 3rd Party Support via a Plug-in API

3.3. Common

3.3.1. 3D Math Library

3.3.2. Various Utility Classes

4. Comprehensive suite of core libs demo applications