

# **SOFTWARE LICENSE AGREEMENT**

**REPLAI AI LTD**

("Replai")

Effective Date: 22 February 2026

# 1. DEFINITIONS

**"Software"** means Replai's AI-powered platform software for analyzing and understanding legacy and mission-critical systems, including all code analysis, runtime trace interpretation, dependency mapping, semantic knowledge graph generation capabilities, AI-powered Agents (as separately licensed), and related documentation.

**"Customer Data"** means all source code, database schemas, documentation, runtime traces, issue tracking data, and any other data or materials provided by Customer to Replai or ingested into the Software for analysis.

**"Knowledge Base"** means the semantic knowledge graphs, analysis outputs, dependency mappings, business logic extractions, and insights generated by the Software from Customer Data.

**"License"** means the non-exclusive, non-transferable license granted to Customer to use the Software as set forth in this Agreement.

**"Deployment Model"** means the method by which the Software is deployed and operated, as specified in the applicable Deployment Exhibit: (a) Managed Deployment (Exhibit A), (b) On-Premises Deployment (Exhibit B), or (c) Hybrid Deployment (Exhibit C).

**"Order Form"** means the ordering document executed by the parties specifying the License fees, Deployment Model, Initial Term, licensed code scope (including lines of code or system size), licensed Agents (if any), and other commercial terms.

**"Licensed Scope"** means the maximum volume of source code (measured in lines of code or equivalent metric) that Customer is licensed to analyze using the Software, and the specific Software agents and capabilities licensed by Customer, in each case as specified in the Order Form.

**"Agents"** means the optional, separately licensed AI-powered capabilities available through the Software (such as code creation, code migration, testing, or other specialized agents), as specified and priced in the applicable Order Form.

**"Reseller"** means the authorized system integrator, reseller, or channel partner specified in the Order Form through which Customer procures the License and receives support services.

**"Documentation"** means Replai's user guides, technical documentation, online help materials, and AI-powered explainer tools for the Software, as may be provided or updated by Replai from time to time. Documentation is provided for informational and guidance purposes and does not constitute a warranty or representation of Software functionality.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting securities or beneficial interest.

**"Confidential Information"** has the meaning set forth in Section 6.1.

**"Effective Date"** means the date specified in the Order Form when this Agreement becomes effective.

**"Initial Term"** means the initial term of this Agreement as specified in the Order Form.

**"Renewal Term"** has the meaning set forth in Section 12.1.

**"Term"** means the Initial Term together with any Renewal Terms.

## 2. LICENSE GRANT

### 2.1 License Grant

Subject to Customer's compliance with this Agreement and payment of applicable fees, Replai grants Customer a non-exclusive, non-transferable, non-sublicensable License during the Term to:

- (a) Install, access, and use the Software for analyzing, understanding, and maintaining Customer's internal legacy and mission-critical systems
- (b) Permit Customer's employees and contractors to access and use the Software for Customer's internal business purposes
- (c) Query and use the Knowledge Base generated from Customer Data through the Software interface
- (d) Use the Software, including any licensed Agents, in accordance with the Deployment Model specified in the Order Form and applicable Deployment Exhibit

### 2.2 Deployment Models

The Software may be deployed in one of the following configurations, as specified in the Order Form:

- (e) **Managed Deployment (Exhibit A):** Replai hosts and operates the Software in Replai's cloud environment. Customer accesses the Software via web interface or API.
- (f) **On-Premises Deployment (Exhibit B):** Customer installs and operates the Software within Customer's own infrastructure (on-premises or Customer's cloud environment).
- (g) **Hybrid Deployment (Exhibit C):** Customer operates the data layer (containing Customer Data and Knowledge Base) within Customer's environment. Replai operates the control plane and analysis components in Replai's environment.

### 2.3 License Restrictions

Customer shall not, and shall not permit any third party to:

- (h) Use the Software for any purpose other than Customer's internal business operations
- (i) Sublicense, rent, lease, sell, assign, distribute, or otherwise transfer the Software or License rights to any third party
- (j) Use the Software to provide services to third parties (including bureau, service bureau, or outsourcing arrangements)
- (k) Reverse engineer, decompile, disassemble, or attempt to derive source code from the Software, except to the extent expressly permitted by applicable law
- (l) Remove, alter, or obscure any proprietary notices, labels, or marks on the Software
- (m) Use the Software to develop competing products or services
- (n) Use the Software in violation of any applicable laws or regulations
- (o) Analyze source code in excess of the Licensed Scope, or use Agents not included in the Licensed Scope, without Replai's prior written consent and payment of applicable fees
- (p) Access the Software to benchmark or compare against competing products without Replai's prior written consent

## 2.4 License Scope

The License is limited to use of the Software for analyzing Customer's systems within the Licensed Scope. Customer may use the Software to analyze systems of Customer's wholly-owned subsidiaries, provided such use is within the Licensed Scope specified in the Order Form.

## 2.5 License Compliance

Without limiting Section 2.3(h), if Customer becomes aware that its usage exceeds or is reasonably likely to exceed the Licensed Scope, Customer shall promptly notify Replai.

Replai may monitor the volume of source code analyzed and the Agents used through the Software to verify compliance with the Licensed Scope. Upon reasonable advance notice (at least fifteen (15) business days) and no more than once per year, Replai may audit Customer's usage to verify compliance with the Licensed Scope. Customer shall cooperate reasonably with any such audit.

If an audit or the Software's usage data reveals that Customer has exceeded the Licensed Scope, Customer shall promptly pay the applicable fees for such excess usage at Replai's then-current rates for the relevant tier. If the overage exceeds five percent (5%) of the Licensed Scope, Customer shall also reimburse Replai's reasonable costs of the audit.

# 3. SOFTWARE FUNCTIONALITY & LIMITATIONS

## 3.1 Nature of Software

The Software employs artificial intelligence and machine learning to analyze Customer's systems and extract business logic, dependencies, architectural patterns, and semantic meaning. Customer acknowledges and agrees that:

- (q) **Legacy systems frequently lack documentation or metadata**, making complete and comprehensive analysis technically impossible regardless of the tools or methods employed.
- (r) **The Software's analysis provides materially greater insight than existing documentation** (if any), but does not and cannot constitute a complete, error-free, or exhaustive representation of all system behaviors, dependencies, or business logic.
- (s) **AI-generated analysis may contain inaccuracies, omissions, or misinterpretations** despite Replai's commercially reasonable efforts to provide accurate results.
- (t) **The Software is a decision-support and analysis tool**, not a replacement for engineering judgment, manual code review, testing, validation, or quality assurance processes.
- (u) **The effectiveness of analysis depends on data quality**, including the completeness and accuracy of Customer Data, runtime traces, and other inputs provided to the Software.

## 3.2 No Warranty of Completeness or Accuracy

**REPLAI DOES NOT WARRANT THAT:**

- (v) The Knowledge Base or analysis outputs will be complete, accurate, or error-free
- (w) The Software will identify all dependencies, business logic, or system behaviors

- (x) Any specific percentage or level of system coverage will be achieved
- (y) Analysis results are suitable for any particular purpose without independent verification
- (z) The Software will meet Customer's specific requirements or expectations
- (aa) Use of the Software will be uninterrupted or error-free

**Coverage and accuracy of analysis will vary based on code quality, system complexity, documentation availability, runtime data completeness, programming languages and frameworks used, and other factors outside Replai's control.**

### **3.3 Comparative Standard**

Customer acknowledges and agrees that:

- (bb) Undocumented or poorly documented legacy systems represent a baseline of minimal verified knowledge, often approaching zero percent documented understanding
- (cc) Even experienced software engineers make errors, omissions, and incorrect assumptions when manually analyzing complex systems
- (dd) Tribal knowledge held by individual employees is subject to human memory limitations, employee turnover, retirement, inconsistent documentation practices, and availability constraints
- (ee) The Software's AI-driven analysis provides consistent, reproducible, queryable insights that complement and enhance (but do not replace) human expertise and judgment

*The Software's performance and value should be evaluated against the current state of Customer's system understanding and documentation, not against theoretical perfection or complete omniscience.*

## **4. CUSTOMER RESPONSIBILITIES & VALIDATION REQUIREMENTS**

### **4.1 Data Quality and Access**

Customer is responsible for:

- (ff) Providing accurate, complete, and current Customer Data, including source code, database schemas, documentation, runtime traces, and any other materials necessary for effective analysis
- (gg) Ensuring Customer has all necessary rights and permissions to provide Customer Data to Replai
- (hh) Ensuring data quality, accuracy, and currency of Customer Data
- (ii) Granting Replai or the Software necessary access to Customer's systems, repositories, and data sources required for analysis
- (jj) Notifying Replai promptly of any significant system changes, migrations, or updates that may materially affect the Software's analysis
- (kk) Maintaining secure backup copies of Customer Data independent of the Software
- (ll) Configuring and maintaining Customer's infrastructure for On-Premises or Hybrid Deployments in accordance with Replai's specifications

### **4.2 MANDATORY VALIDATION REQUIREMENT**

**CRITICAL REQUIREMENT: CUSTOMER AGREES AND ACKNOWLEDGES THAT ALL FINDINGS, ANALYSIS OUTPUTS, RECOMMENDATIONS, AND INSIGHTS GENERATED BY**

**THE SOFTWARE MUST BE INDEPENDENTLY VALIDATED AND VERIFIED BY QUALIFIED PERSONNEL BEFORE ANY RELIANCE ON SUCH OUTPUTS FOR PRODUCTION DECISIONS, SYSTEM MODIFICATIONS, OR OPERATIONAL CHANGES.**

Independent validation must include, at minimum:

- (mm) Manual code review by qualified software engineers with knowledge of the systems being analyzed
- (nn) Testing of any proposed changes in non-production environments (development, staging, QA, or UAT)
- (oo) Comparison of Software analysis outputs against observed production system behavior and operational metrics
- (pp) Independent verification of critical dependencies, data flows, and business logic identified by the Software
- (qq) Review and approval by appropriate technical and business stakeholders for any business-critical or high-risk changes
- (rr) Execution of Customer's standard change management, testing, and quality assurance processes

#### **4.3 Production Use Restrictions**

Customer expressly agrees that:

- (ss) **No Blind Reliance:** Customer will not deploy, implement, or execute changes to production systems based solely on Software analysis outputs without completing independent validation as required in Section 4.2.
- (tt) **Human Judgment Required:** The Software's insights, recommendations, and analysis outputs inform and support but do not replace qualified engineering judgment, business expertise, or decision-making authority.
- (uu) **Testing Mandatory:** All system changes, modifications, or updates informed by Software analysis must be thoroughly tested in non-production environments before any production deployment.
- (vv) **Operational Responsibility:** Customer retains sole and exclusive responsibility for all decisions regarding system architecture, modifications, deployments, operations, availability, correctness, performance, security, and regulatory compliance.
- (ww) **Change Management:** Customer will follow its established change management, approval workflows, testing protocols, and deployment procedures for all system changes.

#### **4.4 Consequences of Non-Validation**

**Customer acknowledges and agrees that failure to independently validate Software outputs in accordance with Section 4.2 before implementing production changes is undertaken at Customer's sole risk and responsibility. Replai shall have no liability whatsoever for any damages, losses, costs, or claims arising from or related to Customer's reliance on unvalidated or inadequately validated Software outputs.**

**Any claims, damages, losses, or liabilities arising from Customer's use of unvalidated or inadequately validated Software outputs are excluded from Replai's liability and indemnification obligations under this Agreement.**

## **5. INTELLECTUAL PROPERTY RIGHTS**

## 5.1 Customer Data and Knowledge Base

Customer retains all ownership rights, title, and interest in and to Customer Data. Customer grants Replai a limited, non-exclusive license during the Term to access, process, analyze, and use Customer Data solely for the purposes of:

- (xx) Providing the Software and generating the Knowledge Base
- (yy) Performing technical support and maintenance obligations
- (zz) Improving the Software's algorithms, models, and analysis capabilities, provided that any such improvements are based on anonymized, aggregated learnings that cannot be reverse-engineered or attributed to Customer or used to reconstruct Customer's proprietary business logic, system architecture, or trade secrets

**Customer owns all rights, title, and interest in the intellectual content of the Knowledge Base, including the business logic, dependency information, and insights derived from Customer Data. However, the Knowledge Base is generated in, stored in, and accessible only through the Software using Replai's proprietary formats, data structures, and technologies. Customer's right to access and use the Knowledge Base is contingent upon maintaining a valid License. Customer shall not, and shall not permit any third party to, export, extract, scrape, copy, reverse engineer, decompile, or otherwise attempt to derive or reconstruct the Knowledge Base or any portion thereof outside of the Software, or attempt to access the Knowledge Base's underlying data structures, formats, or storage mechanisms.**

## 5.2 Replai Intellectual Property

Replai retains all ownership rights, title, and interest in and to:

- (aaa) The Software, including all source code, object code, algorithms, data structures, interfaces, and architecture
- (bbb) All artificial intelligence and machine learning models, training methodologies, and analysis techniques
- (ccc) The semantic layer technology, knowledge graph generation methods, and proprietary analysis frameworks
- (ddd) All Documentation, user interfaces, APIs, and related materials
- (eee) All pre-existing intellectual property owned by or licensed to Replai
- (fff) All improvements, enhancements, modifications, or derivative works to the Software or Replai technology, even if developed in connection with Customer's use case or feedback
- (ggg) The Replai name, logo, trademarks, and branding

Nothing in this Agreement transfers any ownership rights in Replai intellectual property to Customer. Customer receives only the limited License rights expressly granted in Section 2.

## 5.3 Feedback and Suggestions

Customer may provide Replai with feedback, suggestions, or requests regarding the Software. All such feedback is voluntary and non-confidential. Replai may use feedback without any obligation to Customer for any purpose, including incorporating feedback into the Software or other Replai products.

## 6. CONFIDENTIALITY

## 6.1 Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by one party ("Discloser") to the other party ("Recipient"), including:

- (hhh) **Customer Confidential Information:** Customer Data, Knowledge Base, business strategies, technical architectures, system designs, security practices, and any non-public information regarding Customer's systems or operations.
- (iii) **Replai Confidential Information:** The Software (including source code, algorithms, and models), Documentation, technical specifications, methodologies, pricing, roadmaps, and proprietary business information.
- (jjj) **Agreement Terms:** The terms, conditions, and commercial provisions of this Agreement and any Order Forms.

## 6.2 Obligations

Recipient agrees to:

- (kkk) Protect Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care
- (lll) Use Confidential Information only for purposes of performing obligations or exercising rights under this Agreement
- (mmm) Limit access to Confidential Information to employees, contractors, and advisors who have a legitimate need to know and are bound by confidentiality obligations at least as protective as those in this Agreement
- (nnn) Not disclose Confidential Information to any third party without Discloser's prior written consent
- (ooo) Promptly notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information

The obligations in this Section 6.2 shall survive for a period of five (5) years following the termination or expiration of this Agreement; provided, however, that with respect to any Confidential Information that constitutes a trade secret under applicable law (including, without limitation, the Software source code, algorithms, AI models, and analysis methodologies), such obligations shall continue for so long as the information remains a trade secret.

## 6.3 Exceptions

Confidential Information does not include information that:

- (ppp) Was publicly available at the time of disclosure or thereafter becomes publicly available through no breach of this Agreement by Recipient
- (qqq) Was rightfully in Recipient's possession prior to disclosure by Discloser without confidentiality obligations
- (rrr) Is independently developed by Recipient without use of or reference to Discloser's Confidential Information, as evidenced by written records
- (sss) Is rightfully received by Recipient from a third party without confidentiality restrictions
- (ttt) Must be disclosed pursuant to law, court order, or governmental regulation, provided Recipient provides Discloser with prompt notice (if legally permitted) and reasonable cooperation to contest or limit the disclosure

## 6.4 Remedies

The parties acknowledge that breach of confidentiality obligations may cause irreparable harm for which monetary damages are an inadequate remedy. Discloser is entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

## **7. DATA SECURITY AND PRIVACY**

### **7.1 Security Measures**

Replai will implement and maintain administrative, physical, and technical safeguards designed to protect Customer Data from unauthorized access, use, or disclosure, including:

- (uuu) Encryption of Customer Data in transit using industry-standard protocols (TLS 1.2 or higher)
- (vvv) Encryption of Customer Data at rest using industry-standard encryption (AES-256 or equivalent)
- (www) Role-based access controls limiting access to Customer Data to authorized personnel only
- (xxx) Multi-factor authentication for administrative access to systems processing Customer Data
- (yyy) Regular security assessments, vulnerability scanning, and penetration testing
- (zzz) Maintenance of audit logs recording access to and use of Customer Data
- (aaaa) Security awareness training for personnel with access to Customer Data
- (bbbb) Incident response procedures for security events

### **7.2 Compliance and Certifications**

Replai will maintain or pursue industry-standard security certifications (such as SOC 2 Type II and ISO 27001) and will notify Customer upon achievement of such certifications. Replai will make applicable audit reports available under appropriate non-disclosure agreements.

For Managed Deployment, Replai will maintain compliance with applicable data protection laws and regulations. Customer remains responsible for compliance with all laws applicable to Customer's use of the Software and Customer Data.

### **7.3 Data Access and Use**

Replai will access Customer Data only for the following purposes:

- (cccc) To provide the Software and generate the Knowledge Base
- (dddd) To perform technical support, troubleshooting, and maintenance at Customer's request
- (eeee) To investigate and respond to security incidents or suspected violations of this Agreement
- (ffff) As required by applicable law or valid legal process

Replai will not access Customer Data for any other purpose without Customer's prior written authorization.

### **7.4 Data Location and Residency**

For Managed Deployment, Customer Data will be stored in the region or data center specified in the applicable Order Form. Replai will not transfer Customer Data outside the designated region

without Customer's prior written consent, except as necessary for backup, disaster recovery, or as required by law.

For On-Premises and Hybrid Deployments, Customer controls the location where Customer Data is stored and processed.

## **7.5 Security Incidents**

Replai will notify Customer within seventy-two (72) hours of becoming aware of any confirmed security incident involving unauthorized access to, use of, or disclosure of Customer Data.

Replai will:

- (gggg) Investigate the incident and take reasonable steps to remediate and mitigate harm
- (hhhh) Provide Customer with reasonable information about the incident, affected data, and remediation steps
- (iiii) Cooperate with Customer's investigation and provide reasonable assistance
- (jjjj) Implement measures to prevent recurrence

Customer remains responsible for complying with applicable breach notification laws and regulations.

## **7.6 Subprocessors**

Replai may engage third-party subprocessors to assist in providing the Software (e.g., cloud infrastructure providers, AI model providers). Replai maintains a list of current subprocessors at <https://www.replai.ai/subprocessors>, updated from time to time. Replai will:

- (kkkk) Provide at least thirty (30) days advance notice before adding new subprocessors
- (llll) Ensure subprocessors are bound by data protection obligations substantially similar to those in this Agreement
- (mmmm) Remain liable for subprocessors' compliance with applicable data protection obligations

Customer may object to a new subprocessor within fourteen (14) days of notice if the subprocessor presents specific, documented security or compliance concerns. If the parties cannot resolve the objection, Customer may terminate the affected portion of services.

## **7.7 Customer's Right to Audit**

Upon reasonable advance notice (at least thirty (30) days) and no more than once per year, Customer or Customer's authorized third-party auditor may audit Replai's security controls and practices relevant to Customer Data protection. Audits will be conducted during normal business hours in a manner that does not unreasonably interfere with Replai's operations. Customer's auditor must execute Replai's standard non-disclosure agreement before conducting any audit.

## **8. SUPPORT AND MAINTENANCE**

### **8.1 Support Through Reseller**

Technical support and professional services for the Software are provided by the Reseller pursuant to a separate support agreement between Customer and Reseller. Replai does not provide direct support to Customer under this Agreement.

Customer should direct all support requests, bug reports, enhancement requests, and professional services inquiries to the Reseller in accordance with the terms of Customer's support agreement with Reseller.

### **8.2 Software Updates**

Replai will make generally available Software updates, patches, and bug fixes available to Customer at no additional charge. Updates may include:

- (nnnn) Security patches and vulnerability fixes
- (oooo) Bug fixes and error corrections
- (pppp) Performance improvements and optimizations
- (qqqq) New features and functionality enhancements
- (rrrr) Updates to AI models and analysis algorithms

For Managed Deployment, updates are applied automatically by Replai. For On-Premises and Hybrid Deployments, Customer is responsible for applying updates in accordance with Replai's release notes and upgrade procedures. Replai strongly recommends applying security updates promptly.

Replai may discontinue support for older Software versions with ninety (90) days advance notice.

For the avoidance of doubt, new Agents are separately licensed capabilities and are not included in Software updates under this Section.

### **8.3 Version Compatibility**

Replai will use commercially reasonable efforts to ensure continuity of access to the Knowledge Base across Software versions. Major version upgrades that affect the Knowledge Base will be managed by Replai's upgrade processes, and Customer's existing Knowledge Base will be preserved or reconstructed as part of the upgrade at no additional charge. Replai will provide reasonable advance notice and documentation regarding any upgrade that materially affects the Knowledge Base.

### **8.4 Reseller Obligations**

Replai will provide reasonable cooperation to Reseller to enable Reseller to fulfill its support obligations to Customer, including:

- (ssss) Escalation path for complex technical issues requiring Replai engineering assistance
- (tttt) Access to technical documentation and knowledge base
- (uuuu) Training and certification programs for Reseller support staff
- (vvvv) Software updates, patches, and release notes

## 9. WARRANTIES AND DISCLAIMERS

### 9.1 Limited Warranty

Replai warrants that:

- (www) Replai has the right and authority to grant the License
- (xxx) The Software will perform substantially in accordance with its intended functionality as described in the applicable Order Form for a period of ninety (90) days following initial delivery or each major release
- (yyy) For Managed Deployment only: Replai will use commercially reasonable efforts to make the Software available with the uptime specified in Exhibit A
- (zzz) Replai will perform its obligations in a professional and workmanlike manner consistent with industry standards
- (aaaa) The Software, to Replai's knowledge, does not contain malware, viruses, or other malicious code

**Customer's sole remedy for breach of the limited warranty in Section 9.1(b) is, at Replai's option: (i) repair or replacement of the non-conforming Software, or (ii) if Replai cannot reasonably repair or replace within thirty (30) days, termination of this Agreement and refund of prepaid, unused License fees on a pro-rata basis.**

### 9.2 DISCLAIMER OF WARRANTIES

**EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE SOFTWARE IS PROVIDED "AS IS" AND REPLAI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION:**

- (bbbbb) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT
- (cccc) ANY WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR QUALITY OF THE SOFTWARE, KNOWLEDGE BASE, OR ANALYSIS OUTPUTS
- (dddd) ANY WARRANTIES THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS
- (eeee) ANY WARRANTIES THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR SECURE
- (ffff) ANY WARRANTIES THAT DEFECTS OR ERRORS WILL BE CORRECTED
- (gggg) ANY WARRANTIES REGARDING RESULTS, OUTCOMES, OR PERFORMANCE ACHIEVABLE THROUGH USE OF THE SOFTWARE
- (hhhh) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE

**REPLAI MAKES NO REPRESENTATION OR WARRANTY THAT:**

- THE SOFTWARE'S ANALYSIS WILL IDENTIFY ALL DEPENDENCIES, BUSINESS LOGIC, OR SYSTEM BEHAVIORS
- THE KNOWLEDGE BASE WILL BE COMPLETE, ACCURATE, OR FREE FROM ERRORS
- ANY SPECIFIC LEVEL OR PERCENTAGE OF SYSTEM COVERAGE WILL BE ACHIEVED
- USE OF THE SOFTWARE WILL PREVENT SYSTEM FAILURES, ERRORS, OR OPERATIONAL ISSUES

- THE SOFTWARE IS SUITABLE FOR ANY PARTICULAR USE CASE WITHOUT VALIDATION

### 9.3 Third-Party Components

The Software may include or rely on third-party software components, libraries, AI models, or services (including open-source software). Such components are provided "as is" by their respective licensors. Replai disclaims all warranties regarding third-party components to the maximum extent permitted by law.

If Customer provides its own AI model tokens or endpoints (e.g., Azure OpenAI, AWS Bedrock), Replai is not responsible for the performance, availability, accuracy, cost, or compliance of such third-party AI services. Customer is solely responsible for its agreements with AI model providers.

### 9.4 Beta Features

Replai may make pre-release, beta, or experimental features available to Customer. Such features are provided "as is" for evaluation purposes only, with no warranties of any kind. Beta features may be incomplete, contain errors, and are subject to change or discontinuation without notice. Replai recommends against using beta features for production workloads.

## 10. LIMITATION OF LIABILITY

### 10.1 Liability Cap

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REPLAI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID BY CUSTOMER TO REPLAI OR RESELLER (AS APPLICABLE) IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.**

For clarity, the liability cap applies in the aggregate to all claims, regardless of the number of claims, causes of action, or theories of liability.

### 10.2 Excluded Damages

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL REPLAI BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF REPLAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES:**

- (iiii) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES
- (jjjj) LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS
- (kkkk) BUSINESS INTERRUPTION, SYSTEM DOWNTIME, OR INABILITY TO USE SYSTEMS
- (llll) LOSS OF OR CORRUPTION OF DATA (CUSTOMER IS RESPONSIBLE FOR MAINTAINING BACKUPS)
- (mmmm) COST OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY
- (nnnn) COST OF COVER OR REPLACEMENT SERVICES

- (ooooo) DAMAGES ARISING FROM CUSTOMER'S BUSINESS DECISIONS, STRATEGIC CHOICES, OR OPERATIONAL ACTIONS, WHETHER BASED ON ACCURATE OR INACCURATE SOFTWARE ANALYSIS
- (ppppp) DAMAGES ARISING FROM CUSTOMER'S FAILURE TO VALIDATE SOFTWARE OUTPUTS AS REQUIRED IN SECTION 4.2
- (qqqqq) DAMAGES ARISING FROM CUSTOMER'S DEPLOYMENT OF UNVALIDATED OR INADEQUATELY TESTED CHANGES TO PRODUCTION SYSTEMS
- (rrrrr) THIRD-PARTY CLAIMS ARISING FROM CUSTOMER'S SYSTEMS, OPERATIONS, PRODUCTS, OR SERVICES
- (sssss) REGULATORY FINES, PENALTIES, OR SANCTIONS
- (ttttt) DAMAGES ARISING FROM THIRD-PARTY SERVICES, INCLUDING AI MODEL PROVIDERS SELECTED BY CUSTOMER
- (uuuuu) DAMAGES ARISING FROM CUSTOMER'S INFRASTRUCTURE, NETWORK, OR SYSTEMS (FOR ON-PREMISES OR HYBRID DEPLOYMENTS)
- (vvvvv) DAMAGES THAT COULD HAVE BEEN AVOIDED BY CUSTOMER'S COMPLIANCE WITH ITS OBLIGATIONS UNDER THIS AGREEMENT

### **10.3 Basis of Bargain**

**THE LIMITATIONS IN THIS SECTION 10 APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE.**

**THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LICENSE FEES REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN. THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

### **10.4 Exceptions to Limitations**

The limitations in this Section 10 do not apply to:

- (wwwww) Either party's indemnification obligations under Section 11
- (xxxxx) Either party's breach of confidentiality obligations under Section 6
- (yyyyy) Customer's breach of License restrictions or unauthorized use of the Software
- (zzzzz) Replai's gross negligence, willful misconduct, or fraud
- (aaaaa) Liability that cannot be limited under applicable law

Notwithstanding the foregoing exceptions, Replai's total aggregate liability for the matters described in this Section 10.4 shall not exceed two times (2x) the total amount of License fees actually paid by Customer to Replai or Reseller (as applicable) in the twelve (12) months immediately preceding the event giving rise to liability.

## 11. INDEMNIFICATION

### 11.1 Replai Indemnification

Replai will defend Customer against any third-party claim that the Software, when used in accordance with this Agreement, infringes a valid patent, copyright, or trade secret of a third party, and will indemnify Customer for damages, costs, and attorney fees finally awarded against Customer or agreed to in settlement by Replai arising from such claim.

Replai's obligations under this Section 11.1 do not apply to claims arising from:

- (bbbbbb) Modifications to the Software not made or authorized by Replai
- (ccccc) Use of the Software in combination with products, services, or data not provided or approved by Replai
- (dddddd) Customer's continued use of the Software after Replai has provided a non-infringing alternative or update
- (eeeeee) Use of the Software in violation of this Agreement or Documentation
- (ffffff) Customer Data or content provided by Customer
- (gggggg) Third-party AI models, services, or components selected or provided by Customer
  
- (hhhhhh) The Knowledge Base or any analysis outputs, insights, or recommendations generated by the Software from Customer Data, as such outputs are derived from Customer Data and are Customer's responsibility under Section 4

If the Software is alleged to infringe, Replai may, at its option:

- (iiiiii) Obtain the right for Customer to continue using the Software
- (jjjjjj) Modify or replace the Software to make it non-infringing while providing substantially similar functionality
- (kkkkkk) If neither option is commercially reasonable, terminate this Agreement and refund prepaid, unused License fees on a pro-rata basis

**This Section 11.1 states Replai's sole liability and Customer's exclusive remedy for intellectual property infringement claims.**

### 11.2 Customer Indemnification

Customer will defend Replai against any third-party claim arising from:

- (llllll) Customer Data or any allegation that Customer Data infringes or misappropriates third-party intellectual property rights or violates applicable law
- (mmmmm) Customer's use of the Software in violation of this Agreement or applicable law
- (nnnnn) Customer's combination of the Software with non-Replai products or services
- (ooooo) Customer's systems, products, services, or business operations
- (ppppp) Customer's breach of Section 2.3 (License Restrictions)
- (qqqqq) Acts or omissions of Customer's employees, contractors, or agents
- (rrrrr) Customer's failure to comply with applicable laws, regulations, or industry standards

Customer will indemnify Replai for damages, costs, and attorney fees finally awarded against Replai or agreed to in settlement by Customer arising from such claims.

### 11.3 Indemnification Procedures

A party seeking indemnification ("Indemnified Party") must:

- (ssssss) Promptly notify the indemnifying party ("Indemnifying Party") in writing of the claim
- (tttttt) Grant the Indemnifying Party sole control over the defense and settlement of the claim
- (uuuuuu) Provide reasonable cooperation in the defense at the Indemnifying Party's expense

The Indemnifying Party may not settle any claim in a manner that admits liability on behalf of the Indemnified Party, imposes obligations on the Indemnified Party, or requires payment by the Indemnified Party without the Indemnified Party's prior written consent.

Failure or delay in notification does not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced by such failure or delay.

## 12. TERM AND TERMINATION

### 12.1 Term

This Agreement commences on the Effective Date and continues for the Initial Term specified in the Order Form, unless earlier terminated in accordance with this Section 12.

This Agreement will automatically renew for successive one (1) year renewal terms (each a "Renewal Term") unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. License fees for Renewal Terms will be at Replai's then-current standard rates, provided that Replai will provide Customer with at least sixty (60) days advance notice of any fee increases. If Replai provides notice of a fee increase after the non-renewal deadline has passed, Customer may elect to non-renew by providing written notice within thirty (30) days of receiving such fee increase notice, and the Agreement will terminate at the end of the then-current term.

### 12.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if:

- (vvvvvv) The other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach
- (wwwwww) The other party becomes insolvent, files for bankruptcy or similar protection, has a receiver or administrator appointed, makes an assignment for the benefit of creditors, or ceases business operations
- (xxxxxx) The other party's representations or warranties are materially false or misleading

For breaches of Sections 2.3 (License Restrictions), 5 (Intellectual Property), or 6 (Confidentiality), the non-breaching party may terminate immediately without cure period.

### 12.3 No Termination for Convenience

**Neither party may terminate this Agreement for convenience. This Agreement continues for the full Initial Term or then-current Renewal Term unless terminated for cause as set forth in Section 12.2.**

## 12.4 Effect of Termination

Upon termination or expiration of this Agreement:

- (yyyyyy) The License and all rights granted to Customer under this Agreement immediately terminate
- (zzzzzz) Customer must immediately cease all use of the Software
- (aaaaaaa) Customer must, within thirty (30) days, either return to Replai or destroy all copies of the Software, Documentation, and Replai Confidential Information in Customer's possession or control
- (bbbbbbb) Customer may export and retain copies of Customer Data for Customer's records. For the avoidance of doubt, the Knowledge Base is not available for export and Customer's right to access the Knowledge Base terminates with the License
- (ccccccc) Customer must pay all outstanding fees and charges accrued through the effective date of termination
- (ddddddd) For On-Premises and Hybrid Deployments, Customer must uninstall and remove all instances of the Software from Customer's systems

## 12.5 Data Deletion

Upon termination, Replai will delete Customer Data in accordance with the following timeline:

- (eeeeeee) **Export Period:** Customer has thirty (30) days from termination to export Customer Data from the Software.
- (ffffff) **Deletion from Production Systems:** Replai will delete Customer Data from production systems within sixty (60) days after termination.
- (ggggggg) **Deletion from Backups:** Customer Data in backup systems will be deleted in accordance with Replai's standard backup retention policies (typically ninety (90) days).
- (hhhhhhh) **Retention for Legal Compliance:** Notwithstanding the above, Replai may retain Customer Data to the extent required by applicable law, regulation, or legal process, or as necessary to defend against legal claims.
- (iiiiiii) **Anonymized Insights:** Replai may retain anonymized, aggregated insights derived from Customer Data as permitted under Section 5.1.

## 12.6 Survival

The following provisions survive termination or expiration of this Agreement: Sections 3 (Software Functionality & Limitations), 4.4 (Consequences of Non-Validation), 5 (Intellectual Property - ownership provisions), 6 (Confidentiality), 9.2 (Disclaimer of Warranties), 10 (Limitation of Liability), 11 (Indemnification), 12.4 (Effect of Termination), 12.5 (Data Deletion), 12.6 (Survival), 12.8 (Late Payment), 12.9 (Reseller Payment Terms), 13 (Dispute Resolution), 14.7 (Governing Law), Exhibit D (Data Processing Addendum — Sections D.9, D.10, and D.11), and any payment obligations that accrued prior to termination.

## 12.7 Refunds

Except as expressly provided in Sections 9.1, 11.1, or as required by applicable law, all License fees are non-refundable. Upon termination for Customer's uncured material breach, Customer is not entitled to any refund of prepaid fees.

## 12.8 Late Payment

All fees are due and payable as specified in the applicable Order Form. If Customer fails to pay any undisputed amount when due, Replai may, after providing at least fifteen (15) days written notice of such non-payment:

(jjjjjj) Charge interest on the overdue amount at the rate of one and a half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less), accruing from the original due date until paid in full

(kkkkkkk) Recover all reasonable costs of collection, including attorney fees  
Customer shall not withhold or set off any amounts due under this Agreement, except for amounts subject to a good faith dispute for which Customer has provided Replai with reasonable written documentation.

If any undisputed amount remains unpaid for more than thirty (30) days after its due date, Replai may, upon ten (10) days prior written notice, suspend Customer's access to the Software until all overdue amounts (including accrued interest) are paid in full. During any suspension period: (a) Customer's License and all obligations under this Agreement remain in effect; (b) Customer Data and the Knowledge Base will be preserved but not accessible to Customer; and (c) Replai shall have no liability for any damages arising from Customer's inability to access the Software during such suspension. Replai will restore access within two (2) business days of receiving payment in full. Suspension under this provision does not limit Replai's right to terminate for material breach under Section 12.2.

## 12.9 Reseller Payment Terms

Where License fees are payable through the Reseller, the following terms apply:

(lllllll) Customer's payment obligation under this Agreement is satisfied by Customer's timely payment to the Reseller in accordance with the terms agreed between Customer and Reseller

(mmmmmmm) Replai shall not exercise its late payment or suspension remedies under Section 12.8 against Customer if Customer can demonstrate that it has paid the applicable fees to the Reseller when due

(nnnnnnn) If the Reseller fails to remit fees to Replai despite having received payment from Customer, the dispute is between Replai and the Reseller, and Customer's License and access to the Software shall not be affected

(ooooooo) For purposes of the liability cap in Section 10, "fees actually paid by Customer" means the total amounts paid by Customer to either Replai or the Reseller (as applicable) for the License, regardless of amounts subsequently remitted by the Reseller to Replai

## 13. DISPUTE RESOLUTION

### 13.1 Informal Dispute Resolution

Before initiating any formal legal proceedings (other than requests for equitable relief), the parties agree to attempt to resolve any dispute arising out of or related to this Agreement through good faith negotiations between executive-level representatives of each party with authority to settle the dispute.

Either party may initiate informal dispute resolution by providing written notice to the other party describing the dispute. The parties' representatives will meet (in person or via videoconference) within fifteen (15) business days of such notice to attempt resolution.

If the dispute is not resolved within thirty (30) days after the initial meeting, either party may pursue formal proceedings as set forth below.

### **13.2 Litigation**

Any dispute that cannot be resolved through informal negotiation will be resolved through litigation in the courts specified in Section 14.7 (Governing Law).

### **13.3 Equitable Relief**

Notwithstanding the above, either party may seek immediate injunctive or other equitable relief in any court of competent jurisdiction for:

- (ppppppp) Actual or threatened breach of confidentiality obligations
- (qqqqqqq) Actual or threatened infringement of intellectual property rights
- (rrrrrrr) Actual or threatened violation of License restrictions
- (sssssss) Any other matter requiring immediate action to prevent irreparable harm

## **14. GENERAL PROVISIONS**

### **14.1 Entire Agreement**

This Agreement, together with all Order Forms, Deployment Exhibits, and other documents expressly incorporated by reference, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral.

This Agreement may not be contradicted, explained, or supplemented by evidence of any prior agreement, contemporaneous oral agreement, or consistent additional terms. In the event of conflict, the order of precedence is: (1) applicable Deployment Exhibit, (2) Order Form, (3) this Agreement.

### **14.2 Amendments**

Replai may update non-material provisions of this Agreement (including security practices, compliance measures, subprocessor policies, documentation, and support procedures) by providing Customer with at least thirty (30) days advance written notice. Such updates will become effective at the end of the notice period. Material amendments to this Agreement (including changes to liability limitations, intellectual property ownership, license scope, or data processing terms) require the mutual written consent of both parties. For the avoidance of doubt, License fees and pricing are governed by the applicable Order Form and Section 12.1, and are not subject to this Section 14.2.

Order Forms may be amended only by a written document signed by authorized representatives of both parties.

### **14.3 Assignment**

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent (not to be unreasonably withheld), except:

(tttttt) Either party may assign to an affiliate, provided the assigning party provides written notice and the affiliate agrees in writing to be bound by this Agreement

(uuuuuuu) Either party may assign in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets or the business unit to which this Agreement relates

(vvvvvvv) Replai may assign to a successor entity in connection with a corporate reorganization or change of control

Any attempted assignment in violation of this Section is void. This Agreement binds and inures to the benefit of the parties' permitted successors and assigns.

#### **14.4 Force Majeure**

Neither party will be liable for failure or delay in performance (other than payment obligations) caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, pandemics, epidemics, internet failures, telecommunications failures, power failures, or supplier failures.

The affected party must: (a) promptly notify the other party, (b) use commercially reasonable efforts to mitigate the impact and resume performance, and (c) resume full performance when the force majeure event ends.

If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate this Agreement upon written notice without liability (other than payment for services rendered prior to termination).

#### **14.5 Notices**

All notices under this Agreement must be in writing and sent to the addresses specified in the Order Form (or such other address as a party may designate by written notice).

Notices will be deemed given:

(wwwwwww) When delivered by hand

(xxxxxxx) When sent by email to the designated contact, provided sender receives read receipt or confirmation

(yyyyyyy) Three (3) business days after being sent by registered or certified mail, return receipt requested

(zzzzzzz) One (1) business day after being sent by internationally recognized overnight courier

#### **14.6 Relationship of Parties**

The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, franchise, employment, or fiduciary relationship. Neither party has authority to bind the other or incur obligations on the other's behalf.

#### **14.7 Governing Law and Jurisdiction**

This Agreement is governed by the laws of the State of Israel, without regard to conflicts of law principles that would require application of the laws of another jurisdiction.

The parties consent to the exclusive jurisdiction and venue of the competent courts located in Tel Aviv, Israel for any disputes arising out of or related to this Agreement. Each party waives any objection to such jurisdiction and venue on the grounds of inconvenient forum or otherwise.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

#### **14.8 Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it valid and enforceable while reflecting the parties' original intent as closely as possible.

#### **14.9 Waiver**

Failure or delay by either party to enforce any provision of this Agreement will not constitute a waiver of that provision or any other provision. No waiver will be effective unless in writing and signed by the waiving party. A waiver on one occasion does not constitute a waiver on any other occasion.

#### **14.10 Export Compliance**

Customer agrees to comply with all applicable export and import control laws and regulations, including those of Israel, the United States, the European Union, and any other applicable jurisdictions. Customer will not export, re-export, transfer, or make the Software available to prohibited countries, entities, or persons, or for prohibited end uses.

Customer represents that it is not located in, under the control of, or a national or resident of any country subject to comprehensive sanctions, and is not on any government list of prohibited or restricted parties.

#### **14.11 Government Users**

If Customer is a government entity or the Software is being acquired for or on behalf of a government entity in any jurisdiction, the Software and Documentation are commercial products developed at private expense and are licensed to government end users only with those rights granted to all other customers pursuant to the terms and conditions of this Agreement. No additional rights, including unlimited rights or government purpose rights, are granted unless expressly agreed in a separate written addendum. To the extent required by United States federal procurement regulations, the Software and Documentation constitute "commercial items" as defined at 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212. Any government-specific terms required by applicable law or regulation shall be set forth in the applicable Order Form or a separate government addendum.

#### **14.12 Publicity**

Replai may identify Customer as a customer of Replai in customer lists, marketing materials, and investor presentations. Replai will not disclose details of Customer's specific use case, implementation, results, or Customer Data without Customer's prior written consent.

Customer may not use Replai's name, logo, or trademarks without Replai's prior written consent.

### **14.13 Counterparts**

This Agreement and any Order Forms may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic signatures (including DocuSign, Adobe Sign, or similar services) will have the same legal effect as original signatures.

## **EXHIBIT D — DATA PROCESSING ADDENDUM**

*This Data Processing Addendum (“DPA”) forms part of the Software License Agreement (the “Agreement”) between Replai AI Ltd (“Replai”) and Customer, and is incorporated by reference into the Agreement.*

### **D.1 Scope and Nature of Processing**

The Software is designed to analyze source code, database schemas, documentation, and runtime traces for the purpose of generating knowledge bases about legacy and mission-critical systems. The Software is not designed or intended to process, store, or analyze personal data, and Customer shall not intentionally provide personal data to the Software.

The parties acknowledge that Customer Data may incidentally contain personal data embedded within source code comments, hardcoded values, test data, runtime trace parameters, log entries, issue tracking records, documentation, or database schema definitions (“Incidental Personal Data”). For purposes of this DPA, “personal data” means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws (including, as applicable, the EU General Data Protection Regulation, the Israeli Privacy Protection Law, 5741-1981, the California Consumer Privacy Act as amended by the California Privacy Rights Act, and any other applicable privacy or data protection legislation). This DPA applies solely to such Incidental Personal Data.

### **D.2 Roles of the Parties**

With respect to any Incidental Personal Data, Customer is the data controller (or equivalent under applicable law) and Replai is the data processor (or equivalent under applicable law). Replai will process Incidental Personal Data only on behalf of and in accordance with Customer’s documented instructions, which are deemed to be the provision of Customer Data to the Software as contemplated by the Agreement.

### **D.3 Customer Obligations**

Customer is solely responsible for: (a) determining whether Customer Data contains personal data and the categories and volume thereof; (b) ensuring that Customer has obtained all necessary consents, authorizations, and legal bases required under applicable data protection laws to provide Customer Data to the Software; (c) using commercially reasonable efforts to minimize the amount of personal data included in Customer Data, including by sanitizing, anonymizing, or pseudonymizing Customer Data prior to ingestion where reasonably practicable; and (d) complying with all applicable data protection laws in its capacity as data controller.

### **D.4 Replai’s Processing Obligations**

With respect to Incidental Personal Data, Replai shall: (a) process such data only as necessary to provide the Software and perform its obligations under the Agreement; (b) not independently access, use, or process Incidental Personal Data for any purpose other than providing the Software; (c) not sell, share, or disclose Incidental Personal Data to third parties except as permitted under Section 7.6 (Subprocessors) of the Agreement; (d) ensure that personnel authorized to process Incidental Personal Data are subject to appropriate confidentiality obligations; and (e) implement the security measures described in Section 7.1 of the Agreement.

## **D.5 Subprocessors**

The provisions of Section 7.6 of the Agreement apply to subprocessors processing Incidental Personal Data. Replai shall ensure that any subprocessor engaged to process Incidental Personal Data is bound by data protection obligations no less protective than those set forth in this DPA.

## **D.6 Data Subject Rights**

Given the incidental nature of any personal data processing, Replai does not have the ability to independently identify, access, or extract specific personal data from Customer Data. If Customer receives a data subject request relating to Incidental Personal Data and requires Replai's assistance, Replai shall provide commercially reasonable cooperation at Customer's expense. Customer acknowledges that the primary means of fulfilling data subject rights with respect to Incidental Personal Data is through Customer's own systems and the export and deletion mechanisms described in the Agreement.

## **D.7 International Data Transfers**

To the extent that processing of Incidental Personal Data involves a transfer of personal data from a jurisdiction that restricts cross-border data transfers, the parties shall cooperate in good faith to implement appropriate transfer mechanisms as required by applicable law (such as Standard Contractual Clauses or equivalent safeguards). The data residency provisions of Section 7.4 of the Agreement apply to all Customer Data, including any Incidental Personal Data.

## **D.8 Security Incidents Involving Personal Data**

The security incident notification provisions of Section 7.5 of the Agreement apply to any incident involving Incidental Personal Data. In addition, Replai shall provide Customer with sufficient information to enable Customer to fulfill any breach notification obligations under applicable data protection laws.

## **D.9 Deletion and Return**

Upon termination or expiration of the Agreement, the deletion provisions of Section 12.5 apply to all Customer Data, including any Incidental Personal Data contained therein. For the avoidance of doubt, the anonymized, aggregated insights that Replai may retain under Section 5.1 shall not contain any Incidental Personal Data in identifiable form.

## **D.10 Audit**

The audit rights set forth in Section 7.7 of the Agreement extend to Customer's verification of Replai's compliance with this DPA.

## **D.11 Limitation of Liability**

The limitations of liability set forth in Section 10 of the Agreement apply to this DPA. Without limiting the foregoing, Replai shall have no liability for any claims arising from Incidental Personal Data to the extent that such claims result from Customer's failure to sanitize, anonymize, or minimize personal data in Customer Data prior to ingestion, or Customer's failure to obtain required consents or legal bases for the processing of such data.

## **D.12 Conflict**

In the event of any conflict between this DPA and the Agreement, this DPA shall prevail with respect to the processing of Incidental Personal Data. In all other respects, the terms of the Agreement shall apply.