

Replai Terms of Service

Last Revised: May 5, 2026

Replai Labs, Inc., a Delaware corporation, and its affiliates (collectively, “Replai”, “we”, “our”, or “us”) welcome you (the “User(s)” or “you”) to our website at www.replai.tech and its subdomains (collectively, the “Site”). Each User of the Site may use the Site in accordance with these Terms of Service (the “Terms”).

1. Acceptance of the Terms

By entering, connecting to, accessing, or using the Site, you acknowledge that you have read and understood these Terms, including our Privacy Policy available at www.replai.tech/privacy (the “Privacy Policy”), and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Site. You acknowledge that these Terms constitute a binding and enforceable legal contract between Replai and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE IN ANY MANNER.

The Site is available only to individuals who (a) are at least sixteen (16) years old; and (b) possess the legal capacity to enter into these Terms (on behalf of themselves and their organization, as applicable) and to form a binding agreement under any applicable law. You hereby represent that you possess the legal authority to enter into these Terms on your own and your organization’s behalf, to use the Site in accordance with these Terms, and to fully perform your obligations hereunder. Any act or omission performed by you in connection with the Site shall obligate your organization.

2. The Site and Demo Service

The Site provides information regarding Replai and our activities, including an overview of our products, services, and technology, as well as related materials, documents, videos, text, files, logos, images, data compilations, links, technical data, documentation, specifications, designs, the “look and feel” of the Site, source and object code, interfaces, and other features obtained from or through the Site (collectively, the “Content”). The Site may also allow you to:

(a) Subscribe to communications. You may subscribe to newsletters, product updates, or other commercial communications from Replai. Subscription requires a confirmation step (double opt-in), and you may unsubscribe at any time using the link provided in each communication.

(b) Use the Demo Service. Replai may make available, from time to time, an interactive demonstration of its products through which you may interact with a conversational interface using pre-loaded demonstration data (the “Demo Service”). The Demo Service is provided solely for evaluation and informational purposes. You agree not to submit any confidential information,

personal data, source code, or production data into the Demo Service. Demo conversations are not retained by Replai beyond the duration of your session.

For the avoidance of doubt, the Site serves only as an informational and marketing tool, and any commercial engagement with Replai of any sort, including the licensing or use of Replai's products, shall be created only pursuant to a separate written agreement between Replai and the customer (the "Enterprise Agreement", addressed in Section 14 below). The Content does not bind us in any form, and where the Content contradicts or is inconsistent with information supplied by us to you directly under an Enterprise Agreement, such direct information shall prevail.

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE, INCLUDING THE DEMO SERVICE, ARE RESERVED TO REPLAI OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. REPLAI WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR THE CONTENT. YOUR USE OF THE SITE AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

You acknowledge and agree that you may be charged for Internet, network connection, and data usage charges incurred through the use of the Site, according to the applicable rates of your third-party Internet and data service provider.

3. Use Restrictions

Certain conduct is strictly prohibited when using the Site or the Demo Service. Failure to comply with any of these restrictions may result, at Replai's sole discretion, in the termination of your access to the Site and the Demo Service, and may also expose you to civil and/or criminal liability.

Unless explicitly permitted under these Terms or in writing by Replai, you may not (and you may not permit anyone to):

1. use the Site, the Demo Service, or the Content for any illegal, immoral, unlawful, or unauthorized purpose;
2. use the Site, the Demo Service, or the Content for any commercial purpose outside the limited evaluation purposes for which they are made available;
3. submit any confidential information, personal data, regulated data, customer data, or production source code into the Demo Service;
4. attempt to extract, reconstruct, copy, or otherwise derive any model weights, training data, system prompts, or proprietary algorithms underlying the Demo Service or any AI feature of the Site;

5. remove or disassociate, from the Content, the Site, or the Demo Service, any restrictions or signs indicating proprietary rights of Replai or its licensors, including any proprietary notices (such as ©, ™, or ®);
6. interfere with or violate other Users' rights to privacy, or harvest or collect personally identifiable information about Users without their express consent, whether manually or with the use of any robot, spider, crawler, search or retrieval application, or any other manual or automated device, process, or method to access the Site and retrieve, index, or data-mine information;
7. interfere with or disrupt the operation of the Site, the Demo Service, or the servers or networks that host them, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks;
8. falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that Replai endorses you, your site, your business, or any statement you make, or present false or inaccurate information about the Site, the Demo Service, or the Content;
9. take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site's or the Demo Service's infrastructure, including by exceeding any rate limits, throttling controls, or usage quotas applied by Replai;
10. bypass any measures we may use to prevent or restrict access to the Site or the Demo Service;
11. copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content, the Site, or the Demo Service, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content;
12. sell, license, or exploit for any commercial purpose any use of or access to the Site, the Demo Service, or the Content;
13. frame, mirror, or create an inline link to any part of the Site without Replai's prior express written authorization;
14. create a database by systematically downloading and storing all or any of the Content from the Site;
15. transmit or otherwise make available, in connection with the Site or the Demo Service, any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
16. use the Site, the Demo Service, or the Content for any purpose for which they are not intended; and/or

17. infringe or violate any of these Terms.

4. AI Demo Outputs

The Demo Service uses artificial intelligence and large language models to generate responses based on pre-loaded demonstration data and your inputs (“AI Outputs”). You acknowledge and agree to the following:

(a) Probabilistic and non-deterministic. AI Outputs are generated by probabilistic models. The same input may produce different outputs across sessions, and outputs may be incomplete, inaccurate, outdated, or otherwise erroneous. AI Outputs do not represent factual statements by Replai, and Replai does not guarantee the accuracy, completeness, currency, reliability, or fitness of any AI Output.

(b) Demonstration only; not for production use. The Demo Service and any AI Outputs are provided solely for the purpose of evaluating Replai’s product capabilities. You shall not rely on, reproduce, distribute, or use any AI Output in production, in any business decision, or in any context where inaccuracy, error, or omission could result in harm, loss, regulatory non-compliance, or financial impact. AI Outputs do not constitute legal, financial, technical, professional, or any other advice.

(c) Demonstration data only. AI Outputs are generated based on Replai’s pre-loaded, non-customer demonstration datasets and do not reflect analysis of any real customer system. AI Outputs do not represent or imply any commitment by Replai regarding the behavior, accuracy, or performance of Replai’s licensed products when applied to a customer’s actual code, systems, or data, which are governed exclusively by the Enterprise Agreement.

(d) Your responsibility. You are solely responsible for any review, validation, verification, and use you make of AI Outputs. You acknowledge that AI models may, on rare occasions, produce outputs that are biased, offensive, or otherwise objectionable, and you agree that Replai shall not be liable for any such output. If you encounter an AI Output that you believe to be harmful or otherwise inappropriate, please notify us at the contact address in Section 18.

(e) No confidentiality or persistence. You acknowledge that you must not submit any confidential, proprietary, personal, regulated, or production data into the Demo Service (as set forth in Section 3). Demo conversations are not retained by Replai beyond the duration of your session, and Replai does not maintain a persistent record of your interactions for review, recall, or use in any subsequent session.

(f) No license to AI Outputs. Subject to applicable law, AI Outputs are provided to you for evaluation purposes only, and no license, ownership, or other right in or to any AI Output, the underlying models, or the demonstration data is granted to you under these Terms. You shall not use AI Outputs to develop, train, fine-tune, evaluate, or benchmark any competing artificial intelligence model, product, or service.

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, AI OUTPUTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND REPLAI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO AI OUTPUTS, INCLUDING WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. Privacy Policy and Cookie Policy

We respect your privacy and are committed to protecting the information you share with us. We believe you have a right to know our practices regarding the information we collect when you connect to, access, or use the Site.

Our policies and practices and the types of information collected via the Site are described in detail in our Privacy Policy, available at www.replai.tech.ai/privacy, and our Cookie Policy, available at www.replai.tech.ai/cookies, both of which are incorporated herein by reference.

You agree that Replai may use personal information that you provide or make available to Replai in accordance with the Privacy Policy. If you intend to access or use the Site, you must first read and agree to the Privacy Policy and Cookie Policy.

For clarity, the Privacy Policy and Cookie Policy govern only personal information collected through the Site, including the Demo Service. The handling, processing, and protection of any data submitted by an enterprise customer to Replai’s licensed products under an Enterprise Agreement (including any data processing agreement executed thereunder) is governed exclusively by that Enterprise Agreement and is not subject to this Section 5.

6. Intellectual Property Rights

The Site, the Demo Service, the Content, and Replai’s proprietary assets, together with any and all intellectual property rights pertaining thereto — including, without limitation, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names, trade secrets, know-how, models, model weights, system prompts, training methodologies, and the demonstration datasets used by the Demo Service, whether or not registered or capable of being registered (collectively, the “Intellectual Property”) — are owned by, and/or licensed to, Replai and are protected by applicable patent, copyright, trade secret, and other intellectual property laws and international conventions and treaties.

All rights not expressly granted to you hereunder are reserved by Replai and its licensors. These Terms do not convey to you any interest in or to Replai’s Intellectual Property, but only a limited, revocable, non-exclusive, non-transferable, non-sublicensable right of access to and use of the Site and the Demo Service strictly in accordance with these Terms. Nothing in these Terms constitutes a waiver of Replai’s Intellectual Property rights under any law.

For the avoidance of doubt, no rights in or to Replai's proprietary canonical knowledge graph, knowledge base technology, ingestion and analysis methods, agent architectures, or any other component of Replai's licensed products are granted to you under these Terms; any such rights are granted exclusively, if at all, under a separate Enterprise Agreement.

To the extent you provide any feedback, comments, suggestions, ideas, bug reports, or other input to Replai with respect to the Site, the Demo Service, the Content, or any Replai product or service ("Feedback"), Replai shall have an exclusive, royalty-free, fully paid-up, worldwide, perpetual, and irrevocable license to incorporate the Feedback into any current or future Replai product, service, or activity, and to use the same for any purpose, all without further compensation to you and without your approval. You agree that all Feedback shall be deemed non-confidential. You further warrant that your Feedback is not subject to any license terms that would purport to require Replai to comply with any additional obligations with respect to any Replai current or future products, technologies, or services that incorporate any Feedback, and that you have all necessary rights to provide such Feedback to Replai.

7. Trademarks and Trade Names

Replai's marks, logos, and all other proprietary identifiers used by Replai in connection with the Site (including "Replai", "Replai Labs", and any associated stylized marks and logos) (collectively, "Replai's Trademarks") are trademarks and/or trade names of Replai, whether or not registered.

All other trademarks, service marks, trade names, and logos that may appear on the Site belong to their respective owners (collectively, "Third Party Marks"). The display of any Third Party Marks on the Site, including without limitation the names or logos of customers, partners, system integrators, technology providers, or referenced systems and platforms, does not imply any endorsement, affiliation, sponsorship, partnership, or other relationship between Replai and the owner of such Third Party Mark, except as expressly stated in writing by Replai or such third party.

No right, license, or interest in or to Replai's Trademarks or any Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto. You agree not to use, copy, display, or otherwise exploit any of Replai's Trademarks or any Third Party Marks, except as expressly permitted in writing by Replai or the relevant third party.

8. Linking to the Site and Links to Third-Party Sites

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products, or services by Replai, and does not portray Replai in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. If you link to the Site, you represent that your site does not contain content that is unlawful, offensive, or infringing of any third party rights. Framing and inline linking are not permitted.

Certain links provided on the Site permit Users to leave the Site and enter non-Replai sites or services. Such linked sites and services are provided solely as a convenience to you. They are not under the control of Replai, and Replai is not responsible for their availability, content, or any links contained within them. Replai does not endorse and is not responsible or liable for any content, advertising, products, services, or other information on or available from such linked sites and services.

Replai is not responsible or liable for the privacy practices, security practices, terms of service, or any other practices of such linked sites and services. Your access to, use of, and reliance upon any such sites, services, and content, and your dealings with such third parties, are at your sole risk and expense. Replai reserves the right to terminate any link at any time. You acknowledge and agree that Replai shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with the use of or reliance on any services, content, products, or other materials available on or through such linked sites or resources.

Most linked sites and services provide their own legal documents, including terms of service and privacy policies, governing their use. We encourage you to read such documents carefully before using those sites and services, including in order to understand what information about you is being collected.

9. Availability

The Site's and the Demo Service's availability and functionality depend on various factors, including communication networks, third-party infrastructure providers, and the underlying artificial intelligence and large language model providers used to power the Demo Service. Replai does not warrant or guarantee that the Site or the Demo Service will operate or be available at all times, without disruption or interruption, will be immune from unauthorized access, or will be error-free.

Replai may, at its sole discretion and without prior notice or liability, impose rate limits, session limits, query limits, or other usage restrictions on the Site or the Demo Service; suspend access to the Demo Service in whole or in part for maintenance, upgrades, capacity management, or any other operational reason; or restrict access from specific geographies, networks, or User accounts. The Demo Service may be made available, modified, or discontinued by Replai at any time without notice.

Replai does not provide any service-level commitment, uptime guarantee, or availability commitment with respect to the Site or the Demo Service. Service-level commitments, if any, applicable to Replai's licensed products are governed exclusively by the applicable Enterprise Agreement.

10. Changes to the Site

Replai reserves the right to modify, correct, amend, enhance, improve, or otherwise change, or to discontinue temporarily or permanently, the Site, the Demo Service, or any part thereof (including the Content), at any time and without notice.

You acknowledge that the Content provided on the Site, the demonstration datasets used by the Demo Service, the underlying artificial intelligence models, and the available features of the Demo Service may be added, changed, extended, replaced, or removed at any time without notice to you. You agree that Replai shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site, the Demo Service, or any Content included therein. You acknowledge that Replai is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

Without limiting the foregoing, the substitution, retraining, or replacement of the artificial intelligence models or model providers underlying the Demo Service may, at any time and without notice, change the behavior, accuracy, format, latency, or availability of AI Outputs. Such changes shall not constitute a breach of these Terms or any other obligation of Replai, and Replai makes no commitment to maintain consistent behavior of the Demo Service across versions, sessions, or model updates.

11. Disclaimers and No Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, AND THE CONTENT ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS”, AND “AS AVAILABLE” BASIS, AND REPLAI, INCLUDING ITS AFFILIATES, OFFICERS, SHAREHOLDERS, SUBCONTRACTORS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, LICENSORS, AGENTS, AND SUPPLIERS (COLLECTIVELY, “REPLAI’S REPRESENTATIVES”), DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

REPLAI AND REPLAI’S REPRESENTATIVES DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE AND THE DEMO SERVICE, INCLUDING WITHOUT LIMITATION THE AVAILABILITY, RELIABILITY, ACCURACY, OR QUALITY OF THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, OR THE CONTENT, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT, OMISSION, OR MISTAKE RELATED TO ANY CONTENT, AI OUTPUT, OR INFORMATION DISPLAYED WITHIN THE SITE OR THE DEMO SERVICE.

These Terms govern solely your use of the Site and the Demo Service. All warranties, service levels, support commitments, security commitments, and other obligations of Replai with respect

to its licensed products, professional services, and any data submitted by an enterprise customer thereunder shall be governed exclusively by the terms of the applicable Enterprise Agreement.

WE DO NOT WARRANT THAT (I) THE USE OR OPERATION OF THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, OR THE CONTENT IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; (II) WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SITE OR THE DEMO SERVICE; OR (III) ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, OR THE CONTENT (INCLUDING THAT THE RESULTS OF USING THE SITE OR THE DEMO SERVICE WILL MEET YOUR REQUIREMENTS).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REPLAI MAKES NO REPRESENTATION OR WARRANTY THAT (A) ANY AI OUTPUT IS ACCURATE, COMPLETE, CURRENT, RELIABLE, NON-INFRINGEMENT, OR FIT FOR ANY PURPOSE; (B) THE BEHAVIOR OF THE DEMO SERVICE IS, OR WILL BE, REPRESENTATIVE OF THE BEHAVIOR OF REPLAI'S LICENSED PRODUCTS WHEN APPLIED TO A CUSTOMER'S ACTUAL CODE, SYSTEMS, OR DATA; OR (C) THE DEMO SERVICE OR AI OUTPUTS WILL BE FREE OF BIAS, OFFENSIVE CONTENT, OR OTHERWISE OBJECTIONABLE OUTPUTS.

YOU AGREE THAT THE USE OF THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

12. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL REPLAI, INCLUDING REPLAI'S REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, TORT, OR STRICT LIABILITY), INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR DAMAGES ARISING FROM RELIANCE ON ANY AI OUTPUT, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, THE CONTENT, OR ANY COMMUNICATIONS AND INTERACTIONS WITH USERS OF THE SITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE AS A RESULT OF YOUR USE OF THE SITE, THE DEMO SERVICE, OR THE CONTENT, YOUR USE OR INABILITY TO USE THE SITE, THE DEMO SERVICE, OR THE CONTENT, THE FAILURE OF THE SITE OR THE

DEMO SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, ANY AI OUTPUT GENERATED BY THE DEMO SERVICE, ANY ACT OR OMISSION OF REPLAI OR REPLAI'S REPRESENTATIVES, OR ANY OTHER CAUSE WHATSOEVER, OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER REPLAI OR REPLAI'S REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, REPLAI'S AND REPLAI'S REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, OR THE CONTENT SHALL BE LIMITED TO THE GREATER OF (I) THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO REPLAI FOR USE OF THE SITE OR THE DEMO SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (II) US\$1.00. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES FROM US OR FROM REPLAI'S REPRESENTATIVES.

For clarity, the limitations of liability set forth in this Section 12 apply solely to your use of the Site, the Demo Service, the AI Outputs, and the Content under these Terms. Any limitations of liability applicable to Replai's licensed products or professional services are governed exclusively by the applicable Enterprise Agreement and are not affected by this Section 12.

INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

13. Indemnification

You agree to defend, indemnify, and hold harmless Replai, including Replai's Representatives, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or related to:

- (a)** your use, misuse of, or inability to use the Site, the Demo Service, the AI Outputs, or the Content, or your other activities in connection with the foregoing;
- (b)** your violation of any of these Terms, including without limitation the use restrictions set forth in Section 3 or the demo data restrictions set forth in Sections 2 and 4;
- (c)** your submission of any confidential information, personal data, regulated data, customer data, or production source code into the Demo Service in violation of these Terms;

(d) your reliance on, distribution of, reproduction of, or use of any AI Output, including any harm caused to any third party as a result of such reliance, distribution, reproduction, or use;

(e) your violation of any third party rights, including without limitation any intellectual property rights, privacy rights, or contractual rights of such third party, in connection with your use of the Site, the Demo Service, the AI Outputs, or the Content; and

(f) any damage of any sort, whether direct, indirect, special, or consequential, that you may cause to any third party in relation to the Site, the Demo Service, the AI Outputs, or the Content.

It is hereby clarified that this defense and indemnification obligation will survive these Terms.

Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification by you, which will not excuse your indemnity obligations hereunder. In such event, you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to indemnification by you without first obtaining our prior express written approval.

14. Enterprise Engagements

These Terms govern only your use of the Site and the Demo Service. Replai's products, services, technology, professional services, support, and any related deliverables are provided to enterprise customers exclusively pursuant to a separate written agreement executed between Replai (or its authorized reseller) and the customer, including any applicable order form, statement of work, data processing agreement, security addendum, and end user license agreement (collectively, the "Enterprise Agreement").

Without limiting the generality of the foregoing, the following matters are governed exclusively by the applicable Enterprise Agreement and not by these Terms:

(a) the licensing, deployment, configuration, hosting, and use of Replai's licensed products, including without limitation the canonical knowledge graph, the Replai knowledge base, ingestion and analysis capabilities, agentic and discovery workflows, and any integrations or plug-ins;

(b) the ingestion, processing, storage, retention, segregation, and protection of any customer data submitted to Replai's licensed products, including without limitation source code, runtime traces, documentation, configuration data, and any personal data, together with the rights and obligations of the parties with respect to such customer data;

(c) the security commitments, technical and organizational measures, certifications, and audit rights applicable to Replai's licensed products and the environments in which they are deployed;

(d) the service-level commitments, support obligations, response and resolution times, and update and upgrade entitlements applicable to Replai's licensed products;

(e) the warranties, representations, indemnification obligations, and limitations of liability applicable between Replai (or its authorized reseller) and the customer, including any negotiated liability caps, exceptions, and survival provisions;

(f) the financial terms, including without limitation fees, payment terms, billing arrangements with any authorized reseller, and the consequences of non-payment; and

(g) the term, renewal, termination, and post-termination obligations of the parties.

In the event of any conflict or inconsistency between these Terms and an Enterprise Agreement with respect to the subject matter governed by the Enterprise Agreement, the Enterprise Agreement shall prevail.

For the avoidance of doubt, nothing in these Terms shall be construed to create an Enterprise Agreement, to grant any license to Replai's licensed products, or to obligate Replai to enter into any commercial engagement with any User. The use of the Site or the Demo Service does not establish any commercial, licensing, advisory, fiduciary, or other relationship between Replai and the User beyond the limited rights of access expressly granted under these Terms.

15. Amendments to the Terms

Replai may, at its sole discretion, change these Terms from time to time, including any policies incorporated herein by reference. Please re-visit this page frequently to review any changes.

In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or to send you an email (to the extent that you have provided us with such email address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent to you via email, whichever is earlier. All other changes to these Terms are effective as of the stated "Last Revised" date, and your continued use of the Site or the Demo Service on or after the Last Revised date will constitute your acceptance of, and agreement to be bound by, those changes.

In the event that these Terms must be amended to comply with any legal or regulatory requirement, including without limitation requirements relating to data protection, artificial intelligence, or consumer protection, the amendments may take effect immediately, or as required by the applicable law, and without prior notice.

This Section 15 governs only amendments to these Terms applicable to use of the Site and the Demo Service. Amendments to any Enterprise Agreement are governed exclusively by the change-control provisions of that Enterprise Agreement and are not subject to this Section 15.

16. Termination

At any time, Replai may, without notice and at its sole discretion, discontinue your access to the Site, the Demo Service, or any part thereof, in addition to any other remedies that may be

available to Replai under any applicable law. Without limiting the foregoing, Replai may terminate your access for any breach of these Terms, including without limitation any violation of the use restrictions in Section 3, the demo data restrictions in Sections 2 and 4, or for abuse or excessive use of the Demo Service.

Additionally, Replai may at any time, at its sole discretion, cease the operation of the Site or the Demo Service or any part thereof, temporarily or permanently, delete any information or Content from the Site, or correct, modify, amend, enhance, improve, or make any other changes thereto, or discontinue displaying or providing any information, Content, or features therein, without prior notice. You agree and acknowledge that Replai does not assume any responsibility with respect to, or in connection with, the termination of the Site's or Demo Service's operation and any loss of data.

The provisions of these Terms that, by their nature and content, must survive termination in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, Sections 4 (AI Demo Outputs), 5 (Privacy Policy and Cookie Policy), 6 (Intellectual Property Rights), 7 (Trademarks and Trade Names), 11 (Disclaimers and No Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14 (Enterprise Engagements), 17 (General), and 18 (Contact) will survive any termination of these Terms.

17. General

(a) These Terms constitute the entire agreement between you and Replai relating to the subject matter herein, and supersede any and all prior written or oral agreements or understandings between you and Replai regarding the use of the Site and the Demo Service. For the avoidance of doubt, these Terms do not supersede, modify, or otherwise affect any Enterprise Agreement, which governs the matters set forth in Section 14.

(b) Any claim relating to the Site, the Demo Service, the AI Outputs, the Content, or these Terms, or the use thereof, shall be governed by and interpreted in accordance with the laws of the State of Delaware, United States, without reference to its conflict-of-laws principles, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(c) Any dispute arising out of or related to the Site, the Demo Service, the AI Outputs, the Content, or these Terms shall be brought in, and you hereby consent to the exclusive jurisdiction and venue of, the competent state and federal courts located in Delaware, United States. You agree to waive all defenses of lack of personal jurisdiction and forum non conveniens, and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, Replai may seek injunctive or equitable relief in any court of competent jurisdiction to protect its Intellectual Property or Confidential Information.

(d) These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties.

(e) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

(f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF, OR RELATED TO, THE SITE, THE DEMO SERVICE, THE AI OUTPUTS, OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(g) If any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein.

(h) You may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent, and any attempt to do so in violation of the foregoing shall be void. Replai may assign these Terms without restriction or notification.

(i) No amendment hereof will be binding unless made in accordance with Section 15.

(j) These Terms are concluded in the English language. Any translation provided is for convenience only, and in case of any discrepancy between the English version and any translation, the English version shall prevail.

18. Contact

If you have any questions or comments concerning these Terms, please contact us at:

Replai Labs, Inc.

Email: legal@replai.tech

General inquiries: founders@replai.tech

Website: www.replai.tech