Software Terms

These software terms (the "Agreement") govern your access to, and use of, the Services. Capitalised terms have the definitions set out in the Schedule. By either (1) clicking a box indicating your acceptance of this Agreement, or (2) using the Services, you agree to this Agreement.

This Agreement was last updated on 14 November 2023.

1. **USAGE**

1.1   You may access, and we grant to you, a non-exclusive, revocable, right to access and use, the Services in accordance with this Agreement. You will comply with this Agreement and all applicable laws when using the Services. We and our affiliates own all rights, title, and interest in and to the Services.

1.2   We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.

1.3   You may not (i) use the Services in a way that infringes, misappropriates or violates any person's or entity's rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services (except to the extent such restrictions are contrary to applicable law); (iii) use the Services or output from the Services to develop models that compete with Montag.AI or Tyk; (iv) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (v) represent that output from the Services was human-generated when it is not or otherwise violate our usage policies; or (vi), send us any personal information of children under 13 or the applicable age of digital consent. You will comply with all applicable laws and regulations with respect to your activities under this Agreement. You represent throughout the term of this Agreement that you are not a sanctioned person or entity and are not accessing or using the Services from (or on behalf of, or for the benefit of) a sanctioned country, person or entity.

2. **UPDATES**

2.1   You understand that from time to time Tyk may update the Services, and that such updates may result in changes to the:
(a)   appearance of the Services; and/or
(b)   functionality of the Services.

3. **CONTENT**

3.1   You may provide input to the Services (**"Input"**), and receive output generated and returned by the Services based on the Input ("**Output**"). Input and Output are collectively "**Content**". As between the

parties and to the extent permitted by applicable law, you own all Input. Tyk may use Content to provide and maintain the Services, comply with applicable law, and enforce our policies. You are responsible for Content, including, for ensuring that it does not violate any applicable law or this Agreement.

3.2   Artificial intelligence and machine learning are rapidly evolving fields of study. We are constantly working to improve our Services to make them more accurate, reliable, safe and beneficial. Given the probabilistic nature of machine learning, use of our Services may in some situations result in incorrect Output. You should evaluate the accuracy of any Output as appropriate for your use case, including by using human review of the Output.

4.   CONFIDENTIALITY AND PUBLICITY

4.1   You may be given access to confidential information of Tyk, its affiliates and other third parties. You may use confidential information only as needed to use the Services as permitted under this Agreement. You may not disclose confidential information to any third party, and you will protect confidential information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. Confidential information means nonpublic information that Tyk or its affiliates or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential information does not include information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under this Agreement; (iii) is rightfully disclosed to you by a third party without any confidentiality obligations; or (iv) you independently developed without using confidential information. You may disclose confidential information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to Tyk (if legally permissible) and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

4.2   Tyk reserves the right to use descriptions and/or examples of your use of the Services in its press releases, marketing channels and any other publicity materials. Tyk may also reference and link to your website. You are not permitted to make any public announcement about this Agreement or the contents of this Agreement or our relationship without Tyk's prior written consent.

4.3   You must implement reasonable and appropriate measures designed to help secure your access to and use of the Services. If you discover any vulnerabilities or breaches related to your use of the Services, you must immediately contact Tyk at info@tyk.io and provide details of the vulnerability or breach.

5.   **Intellectual Property Rights**

5.1   Nothing in this Agreement shall cause or result in the ownership of any Intellectual Property Rights belonging to one party to be transferred to the other.

5.2   Tyk and/or its licensors, as applicable, will remain the owner of all Intellectual Property Rights in Tyk's brands, trademarks and logos, the Software and the Services (including, without limitation, Tyk Content). Except as expressly permitted by this Agreement, you may not use any of Tyk's Intellectual Property Rights without Tyk's prior written consent.

6.   DATA PROTECTION

6.1   Each party will obtain and maintain all appropriate registrations required under the Data Protection Legislation in order to allow that party to perform its obligations under this Agreement. If you use the Services to process personal data, you must provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and you represent to us that you are processing

such data in accordance with applicable Data Protection Legislation.

6.2   To the extent that Tyk processes Personal Data on your behalf, the linked Tyk's Global Data Processing Addendum, is incorporated into and forms part of this Agreement.

7.   TYK WARRANTIES

7.1   Tyk does not warrant that the use of the Services will be uninterrupted or error-free.

7.2   Tyk does not control the content posted to or via the Services and, as such, Tyk does not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, usefulness, quality, fitness for purpose or originality of any of the foregoing content, the Content or your data.

7.3   You acknowledge that any Open-Source Software provided by Tyk is provided "as is" and expressly subject to the disclaimer in this clause.

7.4   Except as expressly set forth in this section, the Services are provided "as is" and Tyk disclaims and excludes from this Agreement to the fullest extent permitted by applicable laws all warranties, representations, conditions and all other terms of any kind whatsoever, express or implied by statute or common law, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

8.   LIABILITY

8.1   You will defend, indemnify, and hold harmless Tyk from and against any claims, losses, and expenses (including lawyers' fees) arising from or relating to your use of the Services, your breach of this Agreement or your violation of applicable law.

8.2   SUBJECT TO CLAUSE 9.3, TYK WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED ONE HUNDRED BRITISH POUNDS (GBP 100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.3   The exclusions in clause 9.2 shall apply to the fullest extent permissible at law, but neither party excludes liability for:

(a)   death or personal injury caused by the negligence of itself, its officers, employees, contractors or agents;
(b)   fraud or fraudulent misrepresentation; or
(c)   any other liability which may not be excluded by law.

8.4   Tyk shall not be liable for any delay or failure in the performance of this Agreement which results from any event beyond its reasonable control.

8.5   All references to "Tyk" in this clause 9 only shall, for the purposes of this clause, be treated as including all Tyk (and affiliate) employees, directors, subcontractors, licensors and suppliers, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

9. TERM AND TERMINATION

9.1 This Agreement takes effect when you first use the Services and remains in effect until terminated. You may terminate this Agreement at any time for any reason by discontinuing the use of the Services. We may terminate this Agreement for any reason by providing you with at least 30 days' advance notice. We may immediately terminate and/or suspend this Agreement (and access to the Services) without notice if you:

(a) material breach any term of this Agreement; or

(b) become insolvent, make a composition with your creditors, appoint a receiver or administrator over the whole or a substantial part of your assets, or an order is made, or an effective resolution is passed, for your administration, receivership, liquidation, winding-up or other similar process, or you have any distress, execution or other process levied or enforced against you or your assets (which is not discharged, paid out, withdrawn or removed within 28 days), or you are subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or cease to trade or threaten to do so.

10. CONSEQUENCES OF TERMINATION

10.1 Upon termination of this Agreement for any reason:

(a) you shall immediately cease to access, and discontinue all use of, the Services;

(b) all amounts payable to Tyk by you shall become immediately due and payable; and

(c) Tyk may destroy or otherwise dispose of your data in its possession.

10.2 If so requested by Tyk at any time, you shall promptly:

(a) destroy or return to Tyk all documents and materials (and any copies) containing, reflecting, incorporating or based on Tyk's confidential information;

(b) erase all confidential information from your computer and communications systems and devices (including those of any group company), or which is stored in electronic form;

(c) erase all the confidential information which is stored in electronic form on systems and data storage services provided by third parties; and

(d) certify in writing to Tyk that you have complied with the above requirements.

10.3 The termination of this Agreement for any reason will not affect:

(a) any accrued rights or liabilities which either party may have on the termination date; or

(b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after the termination.

11. GENERAL

11.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including, without limitation, United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

11.2 Tyk may amend this Agreement from time to time by posting a revised version on its website, or if an update materially adversely affects your rights or obligations under this Agreement we will provide notice to you either by emailing the email associated with your account or providing an in-product notification. Those changes will become effective no sooner than 30 days after we notify you. All other

changes will be effective immediately. Your continued use of the Services after any change means you agree to such change.

11.3   All notices will be in writing. We may notify you using the registration information you provided or the email address associated with your use of the Services. Service will be deemed given on the date of receipt if delivered by email or on the date received via courier if delivered by post. Tyk accepts service of process at the addresses identified in clause 12.9.

11.4   Unless the parties expressly agree otherwise in writing, if a party:

(a)   fails to exercise or delays exercising or only exercises partially any right or remedy provided under this Agreement or by law; or

(b)   agrees not to exercise or to delay exercising any right or remedy provided under this Agreement or by law;

then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy.

11.5   Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

11.6   If any provision or part provision of this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement or this Agreement as a whole. If any provision or part provision of this Agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it enforceable.

11.7   Save as otherwise provided in this Agreement, a person who is not a party to this Agreement shall not have any rights under or in connection with it.

11.8   You may not assign or delegate any rights or obligations under this Agreement, including in connection with a change of control. Any purported assignment and delegation shall be null and void. We may assign this Agreement in connection with a merger, acquisition or sale of all or substantially all of our assets, or to any affiliate or as part of a corporate reorganization.

11.9   Each party agrees to the applicable governing law below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below.

The Tyk entity entering into this Agreement is:	Notices should be addressed to:	Governing Law is:	Courts with exclusive jurisdiction are:
Tyk Technologies Ltd	87a Worship St, London, EC2A 2BE, UNITED KINGDOM copy to: legal@tyk.io Attention: Legal Department	England	London, England

SCHEDULE

DEFINITIONS

The words and expressions contained within the agreement shall have the following meanings:

Data Protection Legislation: as binding on either party: (a) the EU GDPR; (b) the UK GDPR; (c) the Data Protection Act 2018; (d) any laws which implement any such laws; (e) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing, and (e) any other legislation or regulatory requirements in force from time to time in the United Kingdom or the European Union which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications), or equivalent data protection laws in the jurisdiction of the relevant party/ies;

EU GDPR: Regulation (EU) 2016/679 of the European Parliament and the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Open-Source Software: open-source software as defined by the Open Source Initiative or the Free Software Foundation which shall include Tyk Open-Source Software;

party/ies: shall mean you and/or Tyk, as applicable;

Personal Data: shall have the meaning given to it in the Data Protection Legislation;

Service(s): means the products and services that are made available to, and are accessed by, you via www.tyktechnologies.github.io/montag-microsite/ and pursuant to this Agreement;

Software: means any software owned by or licensed to Tyk and which forms part of the Service;

Tyk: means Tyk Technologies Ltd, a limited company, registered in England. Our registered company number is 09727592, and our registered office is at 87a Worship Street, London, EC2A 2BE, UK;

Tyk Content: all data, information and material owned by or licensed to Tyk and comprised within any Software and/or Service, excluding your data;

Tyk Open-Source Software: Tyk software that has been developed for open-source purposes and is provided to the general public without charge and subject to additional open source license terms; and

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.