

Deventura General Terms and Conditions

Version: 1 July 2025

1. Applicability

- 1.1 These General Terms and Conditions ("**General Terms**") govern the relationship between the business customer set forth in the Order Form (the "**Customer**") and Deventura AB, a Swedish limited company with company registration no. 559530-3693 ("**Deventura**") for the use of Deventura's cloud-based software-as-a-service (SaaS) and services for objective, data-driven insights into software developer performance ("**Services**").
- 1.2 These General Terms, together with an order form (if any) accepted or signed by the Customer ("**Order Form**"), form a legally binding agreement ("**Agreement**") upon the Customer's signature on an Order Form, click-through acceptance, or online registration (as the case may be).
- 1.3 These General Terms apply exclusively. Any conflicting or additional terms from the Customer are only valid if agreed to in writing by Deventura.

2. Account Registration, Acceptable Use

- 2.1 To access the Services, the Customer must register an account and will receive a confirmation email upon successful registration. Deventura may deny account registration at its discretion.
- 2.2 The Customer may use the Services as per the subscription plan and functionalities outlined in the Order Form or Deventura's website. The Customer is responsible for its users' actions and ensuring usage stays within applicable limits. Deventura may invoice for excess usage. Unauthorised access attempts, account or password sharing, and third-party usage without permission are prohibited.
- 2.3 The Customer cannot resell or distribute the Service to third parties without permission.
- 2.4 Using the Services typically requires the Customer to grant access to their code repository (e.g., GitLab) through an API. The Customer is responsible for acquiring and maintaining the necessary hardware, connections, and software. The Customer is also responsible for data communication costs and providing accurate information for Service deployment. The Customer must ensure the non-infringement, clarity, and accuracy of Customer Data and instructions provided to Deventura.
- 2.5 Deventura may disable connections to the Customer's code repository or third-party software if it poses a security, financial, or legal risk and will inform the Customer promptly.
- 2.6 Deventura may block the Customer's access to the Services if the Customer violates these General Terms or applicable law, is delayed with payment for more than ten days, or if there is a legitimate interest in blocking access. Deventura will inform the Customer before shutting off access where feasible.

3. Subscription Term, Plans, Prices & Payment

- 3.1 Deventura offers various subscription plans and packages, detailed in the Order Form or price list.
- 3.2 Unless otherwise specified, subscriptions run for 12 months and automatically renew unless terminated 90 days before the end of the term.
- 3.3 Extraordinary termination is available with 30 days' notice for material breaches not remedied within 15 days, entitling the Customer to a pro-rata refund or credit.

- 3.4 Fees are charged in advance. For subsequent periods after the initial 12 months, fees may be adjusted as agreed upon in the Order Form or increased up to 5% annually. Volume-based charges, surcharges, or excess usage fees will be invoiced separately.
- 3.5 Payment terms are 20 days from the invoice date. Late payments may incur interest at the statutory rate, and access to Services may be suspended until payment is received. Rebates or special pricing are conditional upon timely payments.
- 3.6 No refunds are provided for unused portions of prepaid fees, except as set forth in section 3.7.
- 3.7 Deventura may produce, distribute and maintain the Service as it deems appropriate. Significant changes will be communicated in advance. If changes materially reduce the Service, the Customer may terminate affected subscriptions with 30 days' notice and receive a pro-rata refund.
- 3.8 Regardless of the foregoing, Deventura may modify or stop providing free-of-charge Services at any time.

4. Data Ownership & Intellectual Property

- 4.1 All rights, title and interest, including intellectual property rights in and to the Service (including any improvement or development) shall belong exclusively to Deventura (or its licensors', as the case may be). Deventura grants the Customer a non-exclusive, worldwide, revocable, limited and non-transferable right to use the Services during the Agreement period.
- 4.2 The Customer retains ownership to, intellectual property rights in, and responsibility for Customer Data transferred or stored by the Customer in the Service. As used in these General Terms, "**Customer Data**" means all data and information, including personal data, input into or made accessible to Deventura's platform (including through any API integrations or similar) by a Customer when the Customer uses the Services. By submitting or making available Customer Data to Deventura, the Customer warrants that it has obtained all necessary rights, licenses and permissions under the applicable laws, decrees, regulations and agreements to submit or make available the Customer Data and to permit Deventura to process such data.
- 4.3 Deventura shall not use Customer's personal data to train artificial intelligence models or share Customer's personal data with any third parties for training purposes. Deventura shall not "opt in" to using Customer Data to train foundational models.
- 4.4 The Customer grants Deventura the right to store, process and exploit Customer Data in a solely anonymised and aggregated format (ie containing no personal data or Customer-identifying information) for the purposes of research and development, security maintenance and security improvement, product or Services improvement and anonymous statistical analyses or benchmarking reports.
- 4.5 The Service may incorporate open-source software or third-party components, which are used in accordance with their respective licenses. A list of such components and their licenses is available upon request. Deventura disclaims any warranties regarding such components beyond those expressly provided in their applicable licenses.

5. Confidentiality

- 5.1 Each party shall keep confidential and not disclose to third parties any information or documentation that the other party makes available in connection with the Services. Confidential

information or documentation may include but not limited to any algorithms used in the Service, technical, commercial or financial information and a party's intellectual property rights. Confidential information or documentation shall only be used for the purposes permitted under these General Terms.

- 5.2 Either party is prohibited from utilizing, reverse engineering, disassembling, decompiling, or revealing any data or confidential information obtained from the other party to develop services or software that are similar to or compete with the services or software of the other party.
- 5.3 The confidentiality obligations in this section do not apply to confidential information that (i) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving party; or (ii) was known to the receiving party prior to disclosure; or (iii) is independently developed by the receiving party; or (iv) is disclosed to the receiving party by other unrestricted sources; (v) was disclosed with the prior written permission of the disclosing party; or (vi) is required to be disclosed by operation of law or court order.
- 5.4 Confidentiality obligations continue for five years post-termination of the Agreement.

6. Limitation of Liability

- 6.1 Deventura's liability is limited to the fees paid in the 12 months preceding the claim. Neither party is liable for indirect or consequential damages, including loss of profits and loss of data. For use of the Service during a free trial or pilot period, Deventura shall have no liability or duty to compensate with respect to the Services.
- 6.2 Deventura makes no warranties, whether express, implied, statutory, or otherwise, with respect to the Service, and expressly disclaims all implied warranties, including but not limited to the implied warranties of merchantability, compliance with laws, fitness for a particular purpose, non-infringement. The Services are provided on an "as-is" and "as-available" basis, and Deventura does not warrant that the Services will be uninterrupted or error-free. The Customer accepts that certain downtime, including for maintenance, may occur, however Deventura shall strive wherever feasible to schedule such maintenance to minimise disruption for the Customer. Customer's own service level agreements (SLAs) are expressly disappplied unless agreed in writing with Deventura.
- 6.3 Deventura does not accept any liability for the operation, function, availability or regulatory compliance of any Customer or third-party products, services, actions or omissions, including those of third-party data providers and integrations with Deventura's SaaS platform. When using third-party software to connect to the Services, the Customer remains the direct licensee of such software, and neither these General Terms nor the DPA shall apply to such relationships.
- 6.4 For Services features and functionality that incorporate AI models or LLM models, Deventura shall strive to employ responsible models and safeguards to ensure safe data input and output; however, Deventura expressly disclaims any warranties or responsibility for the accuracy, safety, quality or inclusiveness of any Service features that incorporate artificial intelligence models or large language models. Deventura expressly disclaims any warranties or responsibility for the Customer's implementation of output from artificial intelligence models, and the Customer remains solely responsible for evaluating the output, including any insights or recommendations, and for any actions or decisions of the Customer based on such output.

7. Indemnity for Third Party Claims

- 7.1 The Customer agrees to indemnify Deventura against third-party claims arising from Customer's use of the Services.
- 7.2 Deventura will indemnify the Customer for rightful use-related third-party claims. However, Deventura shall not be liable to indemnify (a) if the Customer uses the Services in a modified form or in combination with third-party software, technologies, products, or devices not provided or not authorised by Deventura, if such combination is the cause for infringement; (b) for any content or data provided by the Customer or third parties; or (c) in the event of the Customer's free trial or pilot project use of the Services.

8. Data Retention and Deletion

- 8.1 The Customer can delete or export Customer Data via their account at any time until the expiry of the Agreement. It is solely the Customer's obligation to export Customer Data at the latest at the expiry of the Agreement. Where requested, Deventura shall provide reasonable assistance to the Customer in exporting its data, and reserves the right to charge a fee in such case.
- 8.2 Deventura will delete all Customer Data within 60 days after expiry of the Agreement, unless the Parties have agreed separately on paid extended data storage.

9. Data Processing and Privacy Terms

- 9.1 Deventura acts as a data processor for personal data disclosed by the Customer.
- 9.2 Data processing is governed by separate data processing agreement or addendum.

10. Communication and Modifications

- 10.1 Deventura shall notify the Customer electronically of important information affecting the Services. Notifications may be made in-tool and/or be sent by e-mail to the Customer's designated contact person set forth in the Order Form or otherwise as directed by the Customer. It is the Customer's responsibility to update Deventura on any change in contact details and to be able to receive e-mail notifications.
- 10.2 Deventura may modify these General Terms with 15 days' notice (email to suffice). Silence from the Customer shall be deemed to constitute consent.

11. Final Provisions

- 11.1 Neither party is liable for non-performance due to events beyond their control, such as natural disasters or significant regulatory changes that impact the delivery of the Services. The party invoking the circumstances referred to above must immediately notify the other party of their occurrence as well as their disappearance.
- 11.2 These General Terms are governed by the laws of Sweden.
- 11.3 Any dispute, controversy, difference or claim shall be handled as follows. Where the amount in dispute is less than EUR 50,000, the dispute shall be settled by Swedish courts, with Stockholm District Court (Sw. *Stockholms tingsrätt*) as the first instance. Where the amount is EUR 50,000 or more, the dispute shall instead be finally settled by arbitration administered by the Arbitration

Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations, where the Arbitral Tribunal is composed of a sole arbitrator, shall apply. The language to be used in the arbitral proceedings shall be English and governed according to the laws of Sweden. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration