

These Terms of Service are superseded by the unified Octopus Deploy Customer Agreement for new orders and renewals effective 1 October 2024. These Terms of Service are provided for historical reference only.



**CODEFRESH, INC.
TERMS OF SERVICE**

By executing any applicable Order that references these Terms of Service (collectively the **“Agreement”**), the Parties to the Agreement acknowledge and agree that these binding standard terms and conditions (the **“Terms”**) shall apply:

The following Terms dictate the Agreement between Codefresh, Inc. a Delaware corporation, or the Codefresh entity set forth in the applicable Order if different, and its respective affiliates, (collectively, **“Codefresh”**) and the licensee identified in the Agreement (**“Licensee”** or **“You”**). Your right to access and use the Service, whether or not an Agreement has been executed between Codefresh and Licensee (or an entity that Licensee represents), is expressly conditioned on acceptance of these Terms. By accessing or using the Services provided by Codefresh, Licensee agrees to be bound by and abide by these Terms. These Terms shall apply to all use by Licensee and Users of the Service.

1. GENERAL TERMS.

1.1. Definitions. Capitalized terms not defined herein shall be given the meaning set forth in the applicable Order.

- (i) **“Account”** means a user account created to access the Codefresh platform.
- (ii) **“Codefresh Content”** means data, Documentation, reports, text, images, sounds, video, and content made available through any of the Service.
- (iii) **“Documentation”** means the user documentation that Codefresh makes generally available to users at <https://codefresh.io/docs/>.
- (iv) **“Licensee”** means an individual, entity, or other legal person using the Service.
- (v) **“Licensee Content”** means all data, software, information, text, audio files, graphic files, content, and other materials that you upload, post, deliver, provide, or otherwise transmit or store in connection with or relating to the Service submitted by or for Licensee to the Service or collected and processed by or for Licensee using the Service, excluding Codefresh Content and Non-Codefresh Applications.
- (vi) **“Malicious Code”** means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- (vii) **“Non-Codefresh Application(s)”** means a web-based or offline software application that is provided by Licensee or a third party and interoperates with the Service.
- (viii) **“Order”** means a Service order form, other ordering document, web-based, or email-based ordering mechanism or registration process for the Service.

(ix) “**Service**” means the Site, including related services provided through the site, or the Software.

(x) “**Site**” means Codefresh’s website, located at <https://support.codefresh.io>.

(xi) “**SLA**” means the “service level agreement” in effect as of the Order’s Effective Date, which can be found at <https://codefresh.io/docs/docs/terms-and-privacy-policy/privacy-policy/>.

(xii) “**Software**” means any software developed and made available to Licensee as set forth in an applicable Order, which may include Codefresh’s build, test, and deployment docker container software tools, services, and related technologies.

(xiii) “**User**” means an individual who is authorized by Licensee to use the Service, for whom Licensee (or Codefresh at Licensee’s request) has supplied a user identification and password either manually or using a Non-Codefresh Application. Users may include Licensee’s employees, consultants, contractors, agents, and third parties that Licensee transacts business with.

1.2. Codefresh may provide its Services to you through the Site or on-premises as set forth in an applicable Order. By entering into an Order or otherwise downloading, accessing, or using the Service, Licensee unconditionally accepts and agrees to, and represents that it has the authority to bind itself and its affiliates to, all of these Terms.

2. CLOUD-BASED SERVICES.

2.1. Scope of Service. For all cloud-based Services provided via Codefresh’s remote platform hereunder (such platform, the “**Codefresh Cloud**”), the “**Scope**” shall mean both the authorized number of Users and number of Cloud Credits (as defined below) set forth in the applicable Order.

2.2. Cloud Credits. Licensee may purchase Cloud Credits, which allow Users to use the Service on Codefresh Cloud in a specific capacity (each such unit, a “**Cloud Credit**”). Cloud Credits are available during the Term and expire upon termination. Cloud Credits are not redeemable for cash and are not refundable as cash under any circumstances. Cloud Credits are not transferable and may only be applied to Licensee’s account. Cloud Credits usage will be calculated based on the infrastructure size Licensee uses, as set out in the applicable Order, and as detailed in the below chart:

Machine Size CPU Memory Credit/minute			
S	1	1 GB	5
M	2	4 GB	10
L	4	8 GB	20
XL	8	16 GB	40
XXL	16	32 GB	80

3. ON-PREMISES SERVICES.

3.1. Scope of Services. For all Services provided to Licensee on-premises by Codefresh (the “**On-Premises Services**”), the “**Scope**” shall mean the authorized number of Users as set forth in the applicable Order.

3.2. Equipment Maintenance. Licensee shall be responsible for obtaining and maintaining any equipment and ancillary services or tools needed to connect to, access or otherwise use the Service,

including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance, and local telephone service (collectively, “**Equipment**”). Licensee shall be responsible for ensuring that such Equipment is compatible with the Service (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in the Documentation.

4. LICENSE AND RESTRICTIONS; LICENSEE AND USER OBLIGATIONS.

4.1. License. Subject to these Terms and payment of all fees described in an Order, during the Term Codefresh grants Licensee and each User a limited, non-sublicensable, non-exclusive, non-transferable license to use the object code of any Software and Codefresh Content solely in connection with the Service and any terms and procedures Codefresh may prescribe from time to time.

4.2. Restrictions. Subject to these Terms, Licensee and Users may access and use the Service and Codefresh Content only for lawful purposes. All rights, title, and interest in and to the Service and its components, Codefresh Content and all related intellectual property rights will remain with and belong exclusively to Codefresh. Licensee shall maintain the copyright notice and any other notices that appear on the Service on any copies and any media. Neither Licensee nor any User shall directly or indirectly (nor shall they allow any third party to) (i) modify, reverse engineer, or attempt to hack or otherwise discover any source code or underlying code, ideas, or algorithms of the Service (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) sell, resell, license, sublicense, provide, lease, lend, use for timesharing, or service bureau purposes or otherwise use or allow others to use the Service or Codefresh Content for the benefit of any third party, (iii) use the Service or Codefresh Content, or allow the transfer, transmission, export, or re-export of the Service or Content or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency, (iv) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, (v) use the Service to store or transmit Malicious Code, (vi) interfere with or disrupt the integrity or performance of the Service or its components, (vii) attempt to gain unauthorized access to the Service or its related systems or networks, (viii) permit direct or indirect access to or use of any Service or Codefresh Content in a way that circumvents a contractual usage limit, (ix) copy the Service or any part, feature, function or user interface thereof, access the Service in order to build a competitive product or service, or (x) use the Service for any purpose other than as expressly licensed herein.

4.3. Licensee Service Obligations. Any User of the Service must be thirteen (13) years old or older to use the Service. Licensee shall (i) ensure and be responsible for Users’ compliance with these Terms, (ii) be responsible for the quality and legality of Licensee Content and the means by which Licensee acquired Licensee Content, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Codefresh promptly of any such unauthorized access or use, (iv) use the Service only in accordance with the Codefresh’s Service documentation and applicable laws and government regulations, and (v) comply with terms of service of Non-Codefresh Applications with which Licensee uses the Service. Licensee and Users are responsible for maintaining the security of User’s accounts and passwords. Codefresh cannot and shall not be liable for any loss or damage from Licensee’s or any User’s failure to comply with this security obligation. Licensee and Users may not access the Service, if they are Codefresh’s direct competitor, except with Codefresh’s prior written consent. In addition, Licensee and Users may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

4.4. Enforcement. Licensee shall promptly notify Codefresh of any suspected or alleged violation of these Terms and shall cooperate with Codefresh with respect to: (i) investigation by Codefresh of any suspected or alleged violation of these Terms and (ii) any action by Codefresh to enforce these Terms. Codefresh may, in its sole discretion, suspend or terminate any User's access to the Service with or without written notice to Licensee in the event that Codefresh reasonably determines that a User has violated these Terms. Licensee shall be liable for any violation of these Terms by any User.

4.5. Excess Use. Should Licensee use the Service beyond the applicable Scope ("**Excess Use**"), Codefresh shall invoice Licensee for the Excess Use at Codefresh's current pricing plans, such that Licensee is billed in accordance with the actual usage of the Service. To verify any Excess Use, and to extent Licensee uses On-Premises Services, Licensee will maintain, and Codefresh will be entitled to audit, any records relevant to Licensee's use of the Service hereunder. Codefresh may audit such records on reasonable notice at Codefresh's cost (or if the audits reveal material non-compliance with these Terms, at Licensee's cost), including without limitation, to confirm number of Users and/or Excess Use.

5. TRIAL LICENSE.

From time to time, Licensee may be invited to try certain products at no charge for a free trial or evaluation period or if such products are not generally available to licensees (collectively, "**Trial License**"). Trial Licenses will be designated or identified as beta, pilot, evaluation, trial, or similar. Notwithstanding anything to the contrary herein, Trial Licenses are licensed for Licensee's internal evaluation purposes only (and not for production use), are provided "as is" without warranty or indemnity of any kind and may be subject to additional terms. Unless otherwise stated, any Trial Licenses shall expire thirty (30) days from the trial start date. Notwithstanding the foregoing, Codefresh may discontinue Trial Licenses at any time at its sole discretion and may never make any Trial Licenses generally available. Codefresh will have no liability for any harm or damage arising out of or in connection with any Trial Licenses.

6. PROVISION OF THE SERVICE; SUPPORT.

6.1. Account Generation. As part of the registration process, each User shall generate a username and password for its Account either manually or through a Non-Codefresh Application. Each User is responsible for maintaining the confidentiality of their login, password, and Account and for all activities that occur under any such logins or the Account. Codefresh reserves the right to access Licensee's and any User's Account in order to respond to Licensee's and Users' requests for technical support. Codefresh has the right, but not the obligation, to monitor the Service, Codefresh Content, or Licensee Content, to the extent Codefresh has access. Licensee further agrees that Codefresh may remove or disable any Codefresh Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Codefresh Content), or for no reason at all.

6.2. Accessing the Service. Licensee and its Users may enable or log in to the Service via certain Non-Codefresh Applications, such as GitHub. By logging into or directly integrating these Non-Codefresh Applications into the Service, Codefresh Users' may have access to additional features and capabilities. To take advantage of such features and capabilities, Codefresh may ask Users to authenticate, register for, or log into Non-Codefresh Applications on the websites of their respective providers. As part of such integration, the Non-Codefresh Applications will provide Codefresh with access to certain information that Users have provided to such Non-Codefresh Applications, and Codefresh will use, store, and disclose such information in accordance with Codefresh's Privacy

Policy located at <https://codefresh.com/privacy/>. The manner in which Non-Codefresh Applications use, store, and disclose Licensee and User information is governed solely by the policies of the third parties operating the Non-Codefresh Applications, and Codefresh shall have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service. In addition, Codefresh is not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Non-Codefresh Applications. As such, Codefresh shall not be liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Non-Codefresh Applications. Codefresh enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

6.3. Support. Codefresh will provide Licensee with maintenance and support services in accordance with and subject to the SLA. Community-based support is also available via Codefresh's Discuss site located at <https://discuss.codefresh.com> (or successor URL) for the Service at no additional charge. Upgraded support is available if purchased pursuant to an Order.

7. FEES AND PAYMENT.

7.1. Licensee shall pay Codefresh the fees set forth in an Order in accordance with the terms set forth therein; provided that Codefresh may change any applicable fees upon thirty (30) days' notice at any time and such new fees shall become effective for any subsequent renewal Term. All payments shall be made in U.S. dollars. Any payments more than thirty (30) days overdue will bear a late payment fee of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower. In addition, Licensee will pay all taxes, shipping, duties, withholdings, and similar expenses, as well as all pre-approved out of pocket expenses incurred by Codefresh in connection with any consulting and/or support services, promptly upon invoice. If Licensee is paying any fees by credit card, Licensee shall provide Codefresh complete and accurate information regarding the applicable credit card. Licensee represents and warrants that all such information is correct and that Licensee is authorized to use such credit card. Licensee will promptly update its account information with any changes (for example, a change in billing address or credit card expiration date) that may occur. Licensee hereby authorizes Codefresh to bill such credit card in advance on a periodic basis in accordance with these Terms and the applicable Order, and Licensee further agrees to pay any charges so incurred.

7.2. For any upgrade in a subscription level for a month-to-month service plan, Codefresh shall automatically charge Licensee the new subscription fee, effective as of the date the service upgrade is requested and for each subsequent one-month recurring cycle pursuant to the billing method applicable to Licensee. If Codefresh is providing Licensee the Service pursuant to a yearly service plan, Codefresh will immediately charge Licensee any increase in subscription level plan cost pursuant to the billing method applicable to Licensee, prorated for the remaining Term of Licensee's yearly billing cycle; provided, however, any decrease in a subscription level plan cost shall only take effect upon the renewal date of the then current yearly service plan. Licensee's downgrading its subscription level may cause the loss of features or capacity of Licensee's Account. Codefresh does not accept any liability for such loss.

7.3. If any amount owing by Licensee under these Terms for the Service is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts Licensee has authorized Codefresh to charge to Licensee's credit card), Codefresh may, in its sole discretion and without limiting its other rights and remedies, suspend Licensee's and any User's access to the Service and/or otherwise limit the functionality of the Service until such amounts are paid in full.

7.4. Licensee agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Codefresh regarding future functionality or features.

8. TERM; EXPIRATION AND TERMINATION.

8.1. These Terms shall continue in effect for the initial term and any renewal term as specified in an Order (collectively, the “**Term**”). If either party materially breaches these Terms, the other party shall have the right to terminate the applicable Order and, in the event that no Order exists, these Terms (and, in each case, all licenses granted herein) upon thirty (30) days (ten (10) days in the case of non-payment and immediately in the case of a material breach) written notice of any such breach, unless such breach is cured during such notice period. In the case of a free trial or Codefresh otherwise providing the Service at no cost to a Licensee, Codefresh shall have, upon Licensee or any Users failing to use the Service for more than six (6) consecutive months, the right, in its sole discretion, to terminate all User Accounts of Licensee and terminate Licensee’s and all Licensee’s Users’ access to and use of the Service without notice. Upon expiration or termination of an Order or these Terms, Licensee shall immediately be unable access and use the Service, all Licensee Content may be deleted from the Service at Codefresh’s sole discretion (such information cannot be recovered once Licensee’s Account or any User Account is terminated) and Licensee shall return or destroy all copies of all Codefresh Content and all portions thereof in Licensee’s possession and so certify to Codefresh, if such certification is requested by Codefresh. Any provision of these Terms that, by its nature and context is intended to survive, including provisions relation to payment of outstanding fees, confidentiality, warranties, and limitation of liability, will survive termination of these Terms.

8.2. Codefresh will promptly terminate without notice the accounts of Users that are determined by Codefresh to be “repeat infringer(s).” A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had Licensee Content or Non-Codefresh Applications removed from the Service more than twice.

9. WARRANTIES; DISCLAIMERS.

Codefresh represents and warrants that the Service will function in substantial compliance with the applicable Documentation. In order to be entitled to any remedy based on a purported breach of the foregoing representation and warranty, Licensee must inform Codefresh of the purported deficiency in the Service within thirty (30) days of the day on which Licensee first becomes aware of the condition giving rise to such claim. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE, SITE, CODEFRESH CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CODEFRESH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. LICENSEE AND USERS ACKNOWLEDGE THAT CODEFRESH DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES CODEFRESH MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, AND NO INFORMATION, ADVICE, OR SERVICES OBTAINED BY LICENSEE OR USERS FROM CODEFRESH OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. THE SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE, EITHER BY CODEFRESH OR BY THIRD-PARTY PROVIDERS, OR BECAUSE OF CAUSES BEYOND CODEFRESH’S REASONABLE CONTROL. CODEFRESH

SHALL USE REASONABLE EFFORTS TO PROVIDE ADVANCE NOTICE OF ANY SCHEDULED SERVICE DISRUPTION.

10. INDEMNIFICATION.

10.1. Licensee will indemnify, defend and hold harmless Codefresh and its officers, directors, employee and agents, from and against any third-party claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, arising out of or in any way connected with (i) Licensee's or User's access to or use of the Service that is in violation of law or this Agreement, or (ii) the Licensee Content as provided to Codefresh that is in violation of law or this Agreement, provided that Codefresh: (a) promptly notifies Licensee in writing of the claim; (b) grants Licensee sole control of the defense and settlement of the claim; and (c) provides Licensee, at Licensee's expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

10.2 Codefresh will indemnify, defend and hold harmless Licensee and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and professional fees, to the extent that it is based upon a third-party claim that the Service, as provided by under this Agreement and used within the scope of this Agreement, infringes or misappropriates any intellectual property right in any jurisdiction, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Licensee, provided that Licensee: (i) promptly notifies Codefresh in writing of the claim; (ii) grants Codefresh sole control of the defense and settlement of the claim; and (iii) provides Codefresh, at Codefresh's expense, with all assistance, information and authority reasonably required for the claim. If use of any of the Codefresh Content and/or the Service is, or in Codefresh's reasonable opinion is likely to be, the subject of a claim specified in this Section, then Codefresh may, at its sole option and expense: (a) procure for Licensee the right to continue using the Codefresh Content and/or the Service; (b) replace or modify the Codefresh Content and/or the Service so that it is non-infringing while maintaining substantially equivalent in function to the original Codefresh Content and/or the Service; or (c) if options (a) and (b) above cannot be accomplished despite Codefresh's reasonable efforts, then Codefresh or Licensee may terminate this Agreement and Codefresh will provide pro rata refund of unused/unapplied fees paid in advance for any applicable subscription term. THE PROVISIONS OF THIS SECTION 10.2 SET FORTH CODEFRESH'S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

11. LIMITATION OF LIABILITY.

EXCEPT FOR A LIABILITY ARISING FROM SECTION 4.2 OR A PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY LICENSEE TO CODEFRESH IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE PROVISIONS OF THIS SECTION SHALL APPLY WHETHER OR NOT THE LICENSEE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF AN EXCLUSIVE REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY USER, OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER

TO ENTER INTO THESE TERMS. IF APPLICABLE LAW DOES NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITY, SUCH AS THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE PROVISIONS OF THIS SECTION 11 SHALL APPLY TO THE MAXIMUM EXTENT ALLOWABLE UNDER SUCH APPLICABLE LAW.

12. PROPRIETARY RIGHTS; LIMITED LICENSES TO CODEFRESH.

12.1. Intellectual Property Rights. Subject to the limited licenses expressly granted hereunder, Codefresh and its licensors reserve their respective right, title, and interest in and to the Service, including all of Codefresh's and its licensors related intellectual property rights related to the Service (the "**Intellectual Property Rights**"). No rights are granted to Licensee hereunder other than as expressly set forth herein. Codefresh shall retain all right, title, and interest in and to Intellectual Property Rights, including any Software, all improvements, enhancements, modifications, and derivative works thereof, and all related Intellectual Property Rights.

12.2. License to Host Licensee Content. Licensee hereby grants Codefresh a worldwide, non-exclusive, royalty-free, fully paid, sublicensable, limited-term license to host, copy, transmit and display Licensee Content that Licensee or any User posts to the Service, solely as necessary for Codefresh to provide the Service in accordance with these Terms. Subject to the limited licenses granted herein, Codefresh acquires no right, title or interest from Licensee or Licensee's licensors under these Terms in or to Licensee Content.

12.3. License to Use Feedback. Licensee hereby grants to Codefresh a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction, or other feedback provided by Licensee or Users relating to the operation of the Service.

13. CONFIDENTIALITY.

Any technical, financial, business or other information provided by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") and designated as confidential or proprietary or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**") shall be held in confidence and not disclosed and shall not be used except to the extent necessary to carry out the Receiving Party's obligations or express rights hereunder, except as otherwise authorized by the Disclosing Party in writing. For clarity, the Service and Codefresh Content shall be deemed Confidential Information of Codefresh whether or not otherwise designated as such. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than a reasonable standard of care). These obligations will not apply to information that (i) was previously known by the Receiving Party, as demonstrated by documents or files in existence at the time of disclosure, (ii) is generally and freely publicly available through no fault of the Receiving Party, (iii) the Receiving Party otherwise rightfully obtains from third parties without restriction, or (iv) is independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information, as demonstrated by documents or files in existence at the time of disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing

Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information that is legally required and use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.

14. PROTECTION OF CONFIDENTIAL LICENSEE CONTENT; SECURITY.

14.1. Codefresh shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Content that is Licensee's Confidential Information ("**Confidential Licensee Content**"). Those safeguards shall include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Confidential Licensee Content by Codefresh's personnel except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 13 (Confidentiality) above, or (c) as Licensee expressly permits in writing.

14.2. Licensee understands that the operation of the Service, including Licensee Content, may involve (i) transmissions over various networks; (ii) changes to conform and adapt to technical requirements of connecting networks or devices; and (iii) transmission to Codefresh's third-party vendors and hosting partners solely to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, Licensee acknowledges that Licensee bears sole responsibility for adequate backup of Licensee Content. Codefresh will have no liability to Licensee for any unauthorized access or use of any of Licensee Content, or any corruption, deletion, destruction, or loss of any of Licensee Content.

15. DISPUTE RESOLUTION.

15.1. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. Licensee and Codefresh irrevocably consent to the jurisdiction of, and venue in, the state or federal courts located in the County of San Francisco, California for any disputes arising under this Agreement, provided that the foregoing submission to jurisdiction and venue shall in no way limit the obligation to arbitrate disputes set forth in Section 15.2.

15.2. Except for actions to protect a party's intellectual property rights and to enforce an arbitrator's decision hereunder, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules, or such applicable substantially equivalent rules as the AAA may adopt that are then in effect (the "**AAA Rules**"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA Rules. The arbitration shall be conducted remotely to the extent practicable and otherwise in San Francisco, California. The arbitrator shall apply the laws of the State of California to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the Federal Arbitration Act.

16. MISCELLANEOUS.

16.1. Assignment. Neither party may assign this Agreement without the other party's prior written consent and any attempt to do so will be void, except that either party may assign this Agreement, without the other party's consent, to a successor or acquirer, as the case may be, in connection with a merger, acquisition, sale of all or substantially all of such party's assets or substantially similar transaction, provided, however, that Licensee may not assign this Agreement to a competitor or customer of Codefresh without Codefresh's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

16.2. Electronic Signature. The parties consent to using electronic signatures to sign this Agreement and to be legally bound to their electronic signatures. The parties acknowledge that his or her electronic signature will have the same legal force and effect as a handwritten signature.

16.3. Fees. In any action between the parties seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorney's fees, expert fees, and court fees and expenses.

16.4. No Partnership or Joint Venture. The Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the parties. Except as otherwise specifically provided in the Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

16.5. Headings. Captions to, and headings of, the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

16.6. Publicity. Licensee grants Codefresh the right to use Licensee's company name and logo as a reference for marketing or promotional purposes on Codefresh's website and in other public or private communications with its existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Codefresh from time-to-time.

16.7. No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

16.8. Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) twenty-four (24) hours after having been sent via e-mail to the contact person at the address listed in each Order (or if to Codefresh, at legal@codefresh.io) unless a party notifies the other party in writing of a change to the contact person and/or the contact person's contact information. Email shall not be sufficient for notices of termination or an indemnifiable claim. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

16.9. Waiver & Severability. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized

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

16.10. Entire Agreement. This Agreement, together with the SLA and any subsequently executed Order(s), constitutes the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

16.11. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

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

16.13. Updating Terms. As its business evolves, Codefresh may change these Terms (not including any then-current, active Orders) from time to time. Licensee may review the most current version of these Terms at any time by visiting <https://codefresh.io/docs/docs/terms-and-privacy-policy/terms-of-service/> and by visiting the most current versions of the other pages that are referenced in the Agreement. All changes will become effective upon posting of the change. If Client (or any User) accesses or uses the Services after the effective date, that use will constitute Client's acceptance of any revised terms and conditions. Codefresh may change these Terms from time to time by providing Licensee and Users at least thirty (30) days' notice either by emailing the email address associated with Licensee's or User's account or by posting a notice on the Service.

Terms last updated May 12, 2022