

Everage User License Agreement (ULA)

Last Updated: 08/01/2025

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This User License Agreement ("Agreement") governs your use of the Everage platform, software, and services ("Services") provided by Everage, Inc. By accessing or using the Services, you agree to be bound by the terms of this Agreement. If you do not agree, you may not use the Services.

1. License Grant Everage grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services solely for your internal business purposes, in accordance with this Agreement and applicable laws.

2. Restrictions You agree that you will not: copy, modify, or create derivative works of the Services; reverse engineer, decompile, or attempt to extract source code; use the Services for unlawful, harmful, or fraudulent purposes; sell, lease, sublicense, or otherwise transfer access to the Services; or circumvent or disable security or access controls.

3. Ownership All rights, title, and interest in and to the Services, including software, interfaces, logos, and related intellectual property, remain with Everage, Inc. Nothing in this Agreement transfers ownership to you, except the limited license granted herein.

4. User Responsibilities You are responsible for: maintaining the confidentiality of your account credentials; ensuring your use complies with applicable laws and regulations; accuracy and legality of all data you input into the Services; and any activity that occurs under your account.

5. Data & Privacy Use of the Services is also subject to the Everage Privacy Policy. By using the Services, you consent to the collection and use of information as described in that policy.

6. Service Availability Everage strives to maintain reliable Services but does not guarantee uninterrupted or error-free operation. Scheduled maintenance or unforeseen downtime may occur.

7. Termination Everage may suspend or terminate your access to the Services at any time if you breach this Agreement or misuse the platform. You may terminate this Agreement by ceasing use of the Services.

8. Disclaimer of Warranties The Services are provided "AS IS" and "AS AVAILABLE." Everage makes no warranties, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

9. Limitation of Liability To the maximum extent permitted by law, Everage is not liable for indirect, incidental, consequential, or punitive damages, or for lost profits, revenues, or data, arising from your use of the Services. Direct damages, if any, are limited to the fees paid in the 12 months preceding the claim.

10. Indemnification You agree to indemnify and hold harmless Everage, Inc. and its officers, employees, and affiliates from any claims, damages, or expenses arising from your use of the Services or your violation of this Agreement.

11. Governing Law & Dispute Resolution This Agreement is governed by the laws of the State of [Insert State], without regard to conflict of laws. Any disputes shall be resolved in the courts located in [Insert

County/State].

12. Changes to Agreement Everage may update this Agreement from time to time. Continued use of the Services after changes are posted constitutes your acceptance of the updated terms.

13. Contact For questions about this Agreement, please contact: Everage, Inc. Email: legal@everage.co Website: www.everage.co