

Terms of Service for Abra, Inc.

1. Introduction

Welcome to Abra, Inc.! We offer our services through the Abra SaaS Platform, referred to as the "Platform" or "Service," featuring an AI Benefits Copilot. These Terms of Service ("Terms") govern your use of our Platform and are intended to protect both you and us. By registering for, accessing, or purchasing the Services or executing an agreement that refers to these terms, you signify you have read, understood, and agree to be bound by these Terms.

When you use the Services on behalf of an entity (a Company), these Terms bind the Company, and the word "you" in the Terms refers to the Company. If you personally open an account for a Company, you represent that you have the authority to bind the Company to these Terms as applied to your use. If you don't agree to these Terms or you don't have authority, you may not use the Services.

2. Services & Definitions

- (A) We provide AI vendor performance management software. These terms govern the use of our software, services, and tools (collectively, the Services) and your purchases from us. You order services by executing a Master Services Agreement.
- (B) We may also post or update guidelines for use of the Services. Guidelines are part of these Terms, and you agree to them here. Certain specific Services, like an integration with your company's messaging platform, may have their own individual service agreements, which we'll present to you when you sign up for those services. If an individual service agreement, such as an order form, conflicts with these Terms, the conflicting portion of the individual service agreement will control that portion; otherwise, these Terms control.
- (C) Abra, Inc. may (but is not required to) improve, modify, or update our Services, such as launching new features or fixing bugs. We will use commercially reasonable efforts to notify you in advance if updates materially change the Services. We have no obligation to keep providing all or any particular features of the Services or delivering any future functionality or features not part of a Service when you signed up.
- (D) Inputs. Abra Inc.'s Services include Input(s), which means queries, data, attachments, or other information uploaded through the Service's interfaces.
- (E) Output(s) and/or Service Output(s) means data, content, and other information that we provide to you in response to Input that you provide to us. Input and Output may be referred to collectively as Content in these Terms.
- (F) Teams Accounts. Abra Inc. accounts may be Teams Accounts. If you have a Teams Account then you have administrative rights over the individual accounts of your employees and others who use the Services. You, and not your individual users, will be able to close those accounts and access, delete, and/or share User Data that Teams

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Accounts provide. You are also responsible for ensuring your individual users comply with these Terms.

3. Acceptance of Terms

By accessing and using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you should not use our services.

4. Eligibility

The Service is available only to individuals who are at least 18 years old. By agreeing to these Terms, you represent and warrant that you are of legal age to form a binding contract with Abra, Inc. Our competitors are prohibited from accessing or using the Abra Service without first obtaining our prior written consent.

4. Account Registration

You will need to register for an account to use the Abra Services. If you register for an account, you must: (i) provide any information required via the Abra, Inc. Services; (ii) ensure that such information is accurate; (iii) keep such information up to date at all times; (iv) protect your account from unauthorized access or use, including by not sharing your account credentials with any third party; and (v) promptly notify us if you discover or suspect any unauthorized access or use of your account.

5. Service Rules

You are permitted to use the Service only for lawful purposes and in accordance with these Terms.

You agree not to use the Service to:

- Use any of the Services for any unlawful or prohibited purpose (e.g. to support the unauthorized practice of law) or as prohibited by these Terms;
- Damage, disable, overburden, interfere with, or impair the Services;
- Attempt to gain unauthorized access to the Services or other users' accounts;
- Game or attempt to game our Services for any reason, including impersonating others, sharing passwords, or encouraging others to share theirs;
- Use any robot or other automated means to access the Service without our express written permission or bypass any access or security measures;
- Modify, adapt, translate, or create derivative works based upon any of the Services;
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Services, except to the extent expressly permitted by applicable law notwithstanding this limitation;

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- Rent, lease, loan, resell, sublicense, distribute, or otherwise transfer any of the Services to any third party; provide time sharing or similar services for any third party; or use the Services for any purpose other than your own internal business use;
- Collect personally identifiable information from the Services;
- Introduce software, User Data, Inputs, or any mechanism that contains viruses, Trojan horses, or any other elements that could interrupt or harm our systems or software;
- Scrape, crawl, or through manual or automated means pull data or content from the Services in any aggregated or collected manner; or
- Distribute or disclose any part of the Services in any medium outside of your internal business use;
- Inject prompts or commands to manipulate the AI's output to generate unlawful, unethical, or harmful content or to reverse engineer or attack the Services.
- Intentionally prompt the AI to disclose sensitive, confidential, or proprietary information of any third party without authorization.

6. Intellectual Property Rights

All rights, titles, and interests in and to our Platform and its original content (excluding user-provided data), features, and functionalities are and will remain the exclusive property of Abra, Inc. and its licensors. The trademarks, service marks, and logos of Abra, Inc. used and displayed on the Platform are registered and unregistered trademarks or service marks of Abra, Inc.

(A) Abra, Inc. Materials

Abra, Inc. and its licensors own all intellectual and proprietary rights in and to the Services, including but not limited to the software, systems, content, images, video and audio, and the design, selection, and arrangement thereof. The visual interfaces, graphics, design, compilation, information, computer code, products, software, services, trademarks, trade names, and all other elements of the Services provided by Abra Inc. (the "Materials"), but expressly excluding any of the foregoing owned or licensed by and inputted to the Services at the direction of You (including without limitation Inputs), are protected by intellectual property and other applicable laws. All Materials contained in the Service, including without limitation the intellectual property rights in them, are the property of Abra, Inc. or its subsidiaries, affiliated companies, or licensors. Except as expressly provided herein, these Terms do not create a license to or under the Materials. You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

(B) Feedback

If you submit comments, ideas, or feedback about the Services to us, we are free to use such comments (in anonymous form) without any additional compensation. You

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acknowledge that, by acceptance of your submission, Abra, Inc. does not waive any rights to use similar or related ideas previously known to Abra Inc., developed by its employees, or obtained from others.

7. Payment

Our services are provided on a paid basis. Specific terms of payment, whether by subscription or one-time fee, are stipulated in your contract with us.

8. Customer Data

8.1 Ownership of Customer Data. You retain all rights, title, and interest in and to your Customer Data. You are solely responsible for collecting, ensuring the accuracy, quality, integrity, and legality of all Customer Data. You also represent and warrant that any Customer Data submitted to Abra, Inc. for processing has been legally obtained and provided.

8.2 Abra as a Service Provider. Abra will process, transmit, use, store, or disclose Customer Data to provide the Abra, Inc. Services to you. Regarding Customer Data, Abra, Inc. will: Act as a Service Provider as defined by the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. ("CCPA"). Not sell Customer Data. Not collect, retain, use, disclose, or otherwise process Customer Data except (a) to provide the Abra Inc. Services, (b) with your consent or at your direction, or (c) for purposes expressly permitted for service providers under the CCPA, the California Consumer Rights Act ("CPRA"), and any related regulations.

8. Cancellation and Termination

You may cancel your services by contacting support@helloabra.com. Abra, Inc. reserves the right to terminate or suspend your account immediately, without prior notice or liability, for any reason, particularly for breach of these Terms.

9. Updates To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

10. Amendments To Terms of Service

We may amend our Terms of Service at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

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Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

11. Disclaimer; No Warranties

- (A) THE SERVICE AND ANY THIRD-PARTY OR USER DATA, SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH ANY OF THE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ABRA, INC, ITS SUPPLIERS, LICENSORS, AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.
- (B) ABRA INC., ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- (C) EXCEPT AS PROVIDED IN SECTION 10.1 (WARRANTIES), THE PROTECTED MATERIALS AND ABRA INC. DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ABRA, INC. DOES NOT GUARANTEE THAT THE PROTECTED MATERIALS OR ABRA INC. DATA ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. ABRA INC. MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR RELIABILITY OF ANY SUGGESTIONS MADE THROUGH THE ABRA INC. SERVICES. YOU ASSUME ALL RISKS RELATED TO THE QUALITY AND PERFORMANCE OF THE ABRA INC. SERVICES. THE PROVISION OF ABRA INC. DATA DOES NOT CONSTITUTE A RECOMMENDATION OR INDICATE THAT ANY INDIVIDUAL IS ELIGIBLE OR QUALIFIED FOR YOUR HIRING NEEDS, OR THAT OTHER ELIGIBLE OR QUALIFIED INDIVIDUALS DO NOT EXIST.

12. Limitation of Liability

In no event will Abra, Inc. be liable for any indirect, incidental, special, consequential, or punitive damages resulting from or relating to your use of or inability to use the Service, whether based

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on warranty, contract, tort (including negligence), or any other legal theory, and whether or not we have been informed of the possibility of such damage.

13. Dispute Resolution

Any disputes arising out of or related to these Terms or the services will be resolved through binding arbitration in accordance with the laws and rules of the State of North Carolina.

14. Acknowledgement

By using the Service or other services provided by us, you acknowledge that you have read these Terms of Service and agree to be bound by them.

15. Contact Information

If you have any questions about these Terms, please contact us at support@helloabra.com.