

CODE SIREN, LLC and POLYNOM

TERMS OF USE AGREEMENT

Effective July 17, 2023

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By accessing and using the Code Siren website or Polynom Software, you agree to abide by the terms and conditions of the **Code Siren LLC’s Acceptable Use Policy**, which may be modified or updated occasionally.

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Code Siren may terminate your access to all or any part of the Polynom Software or Code Siren website immediately, with or without cause, with or without notice. All provisions of this Agreement that should survive termination shall survive termination, including, without limitation, intellectual property ownership provisions, warranty disclaimers, indemnification obligations, and limitations of liability.

6. Limitation of Liability

IN NO EVENT WILL CODE SIREN, ITS AFFILIATES, SUPPLIERS, OR LICENSORS, BE LIABLE TO YOU CONCERNING YOUR ACCESS OR USE OF POLYNOM SOFTWARE UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) ANY FOR ANY DAMAGES WHATSOEVER. CODE SIREN SHALL HAVE NO LIABILITY

FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. Indemnification

You agree to indemnify and hold harmless Code Siren, its affiliates, contractors, its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Code Siren website and/or Polynom Software, including but not limited to your violation of this Agreement.

8. Miscellaneous

This Agreement constitutes the entire agreement between Code Siren and you concerning your access and use of Polynom. This Agreement will be governed by the laws of the State of Delaware, without regard choice of laws. Any disputes that may arise under this AGREEMENT shall be resolved per the laws of the State of Delaware and adjudicated exclusively in the state or federal courts located in Delaware. The customer expressly consents to the exclusive jurisdiction of the State of Delaware and the courts located therein. Customer hereby irrevocably waives any rights they may have concerning, and covenants and agrees not to exercise any rights they may have concerning, participating as a party in any "class action" (so-called) lawsuit involving the Company concerning the license or operation of any software of the Company, whether the subject of this AGREEMENT or not.

CODE SIREN, LLC'S ACCEPTABLE USE POLICY

Effective Date: July 17, 2023

This Acceptable Use Policy (the "Policy") governs your use of the Code Siren website, Polynom Software, and the product and services offered and/or downloaded. We may modify the Policy by posting a revised version on the Code Siren website or in Polynom Software. By accessing and/or using the Code Siren website, Polynom Software, and/or any of Code Siren's products or services, you agree to be bound by the most current version of this Policy. Capitalized terms used herein but not defined in this Policy shall have the same meaning outlined in the Code Siren Terms of Use.

You may not use, facilitate or allow others to use the Code Siren website, Polynom Software, or any Services:

- For any unlawful or fraudulent activity;
- To impede on or violate the rights of others;
- To threaten, incite, promote, or encourage violence or terrorism;

- For distribution of content or activity that is harmful to minors;
- For distribution or facilitation of the sending of unsolicited mass messages, promotions, advertisements, or solicitations (“spam”);
- To mine for a cryptocurrency or blockchain;
- To violate the security or integrity of any computer, network, or communications system;
- To distribute harmful or offensive content that is defamatory, obscene, profane, abusive, an invasion of privacy, or harassing;
- In any way that would be harmful, overburdening its resources or otherwise impairing its functionality.

Reporting Violations of this Policy.

The safety and security of our users and everyone in the community is paramount. If you become aware of any violations of this Policy, you can submit a report to compliance@codesiren.com.

Investigation and Enforcement.

Code Siren may investigate any suspected violation of this Policy and remove or restrict access to any content or resource that violates this Policy. You agree to cooperate with us to remedy any alleged breach. Whether there has been a violation of this Policy will be determined at Code Siren’s sole discretion.