

# Retool, Terms of Service

Last Updated: July 29, 2018

Welcome to Retool.

These Terms of Service govern your access to, and use of, our Site, and our provision of a variety of services.

- We'll refer to these Terms of Service as the "Terms", and to our website as the "Site".
- We'll refer to Retool as "Retool" or "we" or "us" or "our".
- We'll refer to all the services we provide, individually and collectively, and including our Product, as the "Services".
- We'll refer to you, the person or entity agreeing to these Terms, as "you" or "your", and (to the extent you use license any Product), a "Customer".

## 1. Agreement to Terms

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By accessing or using the Site, and/or using a Service (including a Product), you agree to these Terms.

## 2. Changes to Terms or Services

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We may modify the Terms at any time. If we do so, we'll let you know either by posting the modified Terms on the Site, or through other communications. If you continue to use the Site and the Services after we've let you know that the Terms have been modified, you are indicating to us that you agree to be bound by the modified Terms, and to license our Products as further detailed below.

## 3. Your Right to Use the Site; Your Restrictions

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- Things you can do. Subject to your compliance with these Terms, Retool grants you a personal, limited, non-exclusive, non-transferable, non-sublicenseable license to electronically access and use the Site solely as provided for in these Terms.
- Things you can't do. You will not (and you will not allow any other person to) do any of the following:

- i. circumvent or manipulate the Retool fee structure, billing process, or other fees owed to Retool;
- ii. access or attempt to access any other Retool systems, programs, data or accounts that are not made available for public or your use;
- iii. except as allowed with respect to backups of your data, copy, reproduce, republish, upload, post, transmit, resell or distribute in any way any material from the Site;
- iv. work around any technical limitations in the Site, use any tool to enable features or functionalities that are otherwise disabled in the Site, or decompile, disassemble, or otherwise reverse engineer the Site except as otherwise permitted by applicable law;
- v. perform or attempt to perform any actions that would interfere with the proper working of the Site, prevent access to or the use of the Site by Retool's other licensees or customers, or impose an unreasonable or disproportionately large load on Retool's infrastructure;
- vi. frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Retool or the Site or use any Retool trademark or service marks, unless authorized to do so in writing by Retool;
- vii. attempt to access or search the Site or download content from the Site through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Retool or other generally available third-party web browsers;
- viii. impersonate or misrepresent your affiliation with any person or entity; or
- ix. otherwise use the Site except as expressly allowed under the Terms.

The license granted in these Terms does not include any right of resale of any Retool Product or Service; or any collection and use of any service listings, descriptions, or prices; any derivative use of any Retool Service or its contents. No Retool Service may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Retool. The licenses granted by Retool terminate if you do not comply with these Terms of Use.

## 4. Intellectual Property Rights

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A. Retool's (and its licensors') Ownership of IP. The content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary rights. Some of the content on the Site may be the copyrighted work of third parties. Retool, the Retool logo, and other Retool trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Retool. Other trademarks, service marks, graphics, and logos used in

connection with the Service may be the trademarks of their respective owners. In addition, the Product and Documentation contain proprietary and confidential information of Retool and its licensors. Retool and its licensors exclusively own all rights, title and interest in and to any software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Retool or its personnel in connection with the Products and performing the Services (collectively "Retool Materials"), including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights ("Intellectual Property Rights") therein. You will have no rights in any trademarks, the Retool Materials or the Site except as expressly set forth in these Terms.

B. Your Ownership of IP. For purposes of these Terms, "Customer Data" means all non-public data provided by you to the us to enable provision of the Services. You own all right, title and interest in and to your Customer Data.

## 5. Use of the Services; Providing Us Information

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- A. You'll Start by Creating an Account; Information You Must Provide. You will need to register with Retool to become a Customer. You agree to provide accurate, complete registration information, and to will keep that information current. You agree that Retool may store and use your registration information to maintain your account.
- B. Information You Must NOT Provide; DISCLAIMERS.
- i. Confidential Information of Third Parties. Despite anything to the contrary in these Terms, under no circumstances will you upload to the Site or otherwise provide to Retool any data or information (including but not limited to third-party product or pricing information) which you are restricted from disclosing pursuant to any confidentiality (or similar) agreement with any third party. RETOOL EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY SUCH THIRD PARTY CONFIDENTIAL INFORMATION.
  - ii. Personal Health Information. Despite anything to the contrary in these Terms, under no circumstances will you upload to the Site or otherwise provide to Retool any data or information which may qualify as protected health information (or any similar information) regulated under the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") (all such data or information, collectively, "PHI"). RETOOL EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY SUCH PHI. If you would like to use Retool with PHI, we recommend you use the on-premise version of Retool, which can be airgapped.

## 6. How We'll Use Your Information; Our Privacy Policy

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Your Privacy is Important to Retool. Protecting your privacy is really important to us. With this in mind, we will protect your personal information in accordance with our *Privacy Policy*.

## 7. Data Security; Disclaimer

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- A. The Security of Your Information is Important to Retool. Retool takes reasonable administrative, physical and electronic measures designed to protect from unauthorized access, use or disclosure of the information that we collect from you. Retool servers are located in professional and secure hosting facilities designed to host servers with protection from unwanted attacks over the Internet and physical attacks to the building or server itself. In particular, tryretool.com's servers are in a private network with a dedicated firewall, and are protected by round-the-clock interior and exterior surveillance. For physical security, our data centers are all SSAE-16 and/or ISO 27001 compliant. Our software infrastructure is regularly updated with the latest security patches. Through Google authentication, we offer two-factor authentication, and all traffic between servers is encrypted as well.
- B. Retool Backs Up Your Information. Retool stores all data in secure locations, and performs multiple daily backups of all critical data (including the database). Retool also tests its backups in duplicate environments on a regular basis to ensure their correctness, and to test disaster recovery scenarios. Database backups are audited daily.
- C. You Have Security Responsibilities. You agree to: (i) keep your password and online ID secure and strictly confidential, providing it only to Authorized Users of your account; (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person; (iii) notify us immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person; and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. When you give someone your online ID and online password, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed. You agree to indemnify and hold harmless Retool from and against any and all liability arising in any way from the access to the Site by persons to whom you have provided your online ID and/or online password. In addition, you are responsible for your information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks,

whether operated directly by you or through the use of third-party services. You agree to abide by all applicable local, state, national, and international laws and regulations in connection with using the Product, Documentation and Service, including, without limitation, all laws regarding the transmission of technical data exported from the United States through the Service and all privacy and data protection laws, rules and regulations.

- D. Some Third Parties May have Incidental Access to Your Information. Retool works with other companies to provide information technology services to users of the Site. These companies may have access to Retool's databases, but only for the purposes of providing service to Retool. For example, a third party (such as AWS) may obtain access to Your Information in an effort to update database software. These companies will operate under consumer confidentiality agreements with Retool.
- E. The Internet is Not Guaranteed to be Safe. Please be aware that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information. RETOOL SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY OF YOUR INFORMATION, EXCEPT TO THE EXTENT THAT SUCH UNAUTHORIZED ACCESS, USE, CORRUPTION, OR LOSS IS DUE SOLELY TO RETOOL'S GROSS NEGLIGENCE OR MISCONDUCT.

## 8. Ordering Products and Services from Retool

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- A. Certain Definitions Applicable to Buying Services on tryretool.com.
- a. "Authorized User" means any individual (including your employees, agents, contractors, suppliers of services, and customers, in each case to the extent that your license includes, and you pay for, such individual) who is authorized to access the Product, Documentation or Services and exercise the rights licensed by you. Each Authorized User must use a unique identity to access and use the Product unless otherwise licensed, and may access the services only to the extent licensed by you.
  - b. "Delivery" means the availability of the Product and/or Documentation by us to the you via electronic or other means, without regard to when you actually install or use such Product.
  - c. "Documentation" means the instruction manuals, user guides, and other information to be made available from time to time by us to you in electronic form.
  - d. "Order" is defined as the purchase of a Product (accepted by us) which you select and pay for with a valid online payment.
  - e. All references in this Agreement to "buying" or to the "sale" or "purchase" (or other similar terms) of any Subscription or Service or Product shall mean the sale or purchase of a license to such Subscription or Service or Product.

- f. "Product" means, collectively, the product(s) set forth in any Order (to the extent such product(s) are subsequently made available to you by us), as well as any Update made available to you by us.
  - g. A "Server" means that computer device on which the Product is installed and operated. A Server may be located on your site or may be a "cloud" server located on our site or at a third party's remote hosting site contracted for by either us or you. You agree that our third-party hosting provider meets or exceeds your standards for security and related certifications.
  - h. "Specifications" means those technical specifications in respect of the Product(s) which are published by us and are in effect at the time of Delivery.
  - i. "Subscription" means licenses to the Product and Documentation. A Subscription includes access to currently supported versions of the Product for the term of the Subscription.
  - j. An "Update" means enhancements, modifications, or additions to the Product or Documentation as may be made available from time to time by us to you.
  - k. "Use" shall mean the legal use by Customer of the Product and Documentation and/or Services in accordance with the terms and condition of these Terms and in a manner consistent with the Specifications, subject to any applicable Usage Limitation.
- B. How to Order Products. You can select Products for purchase by browsing our Product offerings on our pricing page, selecting the Product(s) you want to license, and successfully completing the payments process.
- a. An Order submitted by you to Retool corresponding to Products for which you've successfully completed the payments process constitutes the agreement for Retool to provide the Products and for you to receive and pay for such Products.
  - b. Retool shall have no responsibility to provide any Product with respect to Orders submitted where you have not successfully completed the online payments process.
- C. Your Order Cannot Contain Additional Terms or Conditions. These Terms set out the complete and exclusive statement of the contract between you and Retool with respect to your purchase of Products. Any additional or conflicting provisions contained in an Order from you are expressly rejected.
- D. International Access. If you access and use this Site outside the United States you are responsible for complying with your local laws and regulations.
- E. Products Subscriptions; Renewals. The Product is licensed pursuant to Subscriptions. Subscriptions will be for the term agreed to in an applicable Order. Subscriptions will automatically renew for successive one-year terms at Retool's then-current fees unless you provide written notice of non-renewal to us at least fourteen (14) days prior to the end of the then-current term of the applicable subscription.

- F. Products are Delivered Electronically. All Products, Updates and Documentation licensed by you pursuant to these Terms will be delivered electronically (such as by electronic mail, file transfer or other means of electronic transmission, or in the case of Cloud Edition subscriptions, by giving you access to such Products, Updates and Documentation). In the case of a renewal of a Subscription, you acknowledge and agree that there is no delivery requirement for such renewal. Such renewals shall be deemed Delivered on the first day of the then-current renewal term of the applicable Subscription.
- G. A "Key" May Be Required for "On-Premise" Subscriptions. "On-Premise" means Product Subscriptions hosted by you on your own premises or on the premises of a third-party with which you contract directly. A "Key" means any cryptographic string of electronic characters, generated by us and provided to you, necessary for the activation and/or operation of the Product. Each Key provided by us to you is intended for the activation and operation of the relevant Product on a single Server.
- H. Usage Limitations. Your Subscription may be subject to Usage Limitations. Usage Limitations may include (among other things) a description of the specific product or service licensed from us, a maximum number of Authorized Users, the initial term of your Subscription, the fees you agree to pay us, a maximum amount of allotted storage, or other limitations. Usage Limitations applicable to your Subscription are set forth in our Product offerings on our pricing page. If your use of our Services exceeds a Usage Limitation or otherwise requires the payment of additional fees, you shall be billed for such usage and you agree to pay the additional fees.
- I. Intellectual Property Rights. Ownership of Intellectual Property shall be as set for in Section 4 above and in this Section 8.
- J. Our License Grant to You For the Product. Subject to and in consideration of timely payment by the you of the license fee applicable to your Product license, and of your compliance with the other terms and conditions of these Terms, we hereby grants to you, solely during the applicable term specified in an Order, a royalty free, limited, personal, non-exclusive, non-transferable license to: (i) in the case of On-Premise Subscriptions, install on a Server, run and Use the Product; (ii) in the case of Cloud Edition Subscription, to access and use the Product via the Internet address provided to you by us; and (iii) Use the Documentation.
- K. Restrictions on Our License Grant to You For the Product. You agree that you (and your Authorized Users) will not without our express written permission: (a) reverse compile, disassemble, decompile or engineer, copy, modify or adapt the whole or any part of the Product; (b) make the Product or Documentation or Services available to, or use the Product, Documentation or Services for the benefit of, anyone other than you or your

customers; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Product, Documentation or Services, or include any Product, Documentation or Services in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the Product, Documentation or Services in a way that circumvents a contractual usage limit; (e) copy the Product, Documentation or Services or any part, feature, function or user interface thereof (except as expressly otherwise permitted under these Terms). Despite any of the foregoing, nothing in this paragraph or the Agreement is intended to change or restrict the terms of any free or open source software license. In the case of any conflict between this Agreement and terms and conditions of any free or open source software license, the terms and conditions of such license shall control.

- L. Your License Grant to Us. Despite anything to the contrary, we shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Product and Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and we will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Product and Services and for other development, diagnostic and corrective purposes in connection with the Product and Services and other of our offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business.

## 9. Termination of Product Subscriptions

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- A. Termination by You or by Us. Either of us may terminate any Product Subscription under these Terms immediately if the other commits any material breach of any term of these Terms and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the breach.
- B. Termination by Us. We may terminate any Product Subscription under these Terms upon our reasonable determination that your Use of the Product or Documentation or Services (i) violates any applicable law or regulation or (ii) poses a threat to the secure or reliable provision of Services to other customers, or to the Cloud Infrastructure, or to the data contained therein.
- C. What Happens if a Product Subscription is Terminated? Any termination of any Product Subscription pursuant to these Terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Upon termination of any Product Subscription pursuant to these Terms, you will immediately uninstall or destroy (or at our sole option) all copies of the Product and Documentation in its possession or

control, and your duly authorized officer shall certify in writing to us that the you have complied with this obligation.

## 10. Payment Terms

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- A. Invoicing and Payment. Retool's right to payment for any Product or Service purchased by you shall accrue on the date the Product or Service is Delivered to you. Except as otherwise expressly provided in these Terms, all payments accrued or made under these Terms are non-cancelable and nonrefundable. All stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon these Terms. Any taxes related to the Product, Documentation or Services purchased or licensed pursuant to these Terms including, but not limited to, withholding taxes, will be paid by you, or you will present an exemption certificate acceptable to the taxing authorities. You will not be liable for taxes based on our net income. All payments will be made in United States dollars.
- B. Your Failure to Pay or Failure to Pay on Time. If you have any outstanding balance due on your account, then we have the right to withhold Delivering any Product and Services to you until you have paid your account balance in full. If your payment is late, we may charge interest on your outstanding late balance at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, calculated from the date such amount was due until the date that payment is received by us. You agree to reimburse us for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

## 11. Additional Terms Applicable to Cloud Subscriptions

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- A. Definitions Applicable to Cloud Subscriptions.
- a. "Cloud Infrastructure" means the Product, and the computing, storage, networking, and other hardware and software infrastructure used in providing the Services in the Cloud Edition.
  - b. "Cloud Edition" means the Product Cloud Infrastructure provided.
- B. Hosting and Control of Cloud Subscriptions. We may take such steps as may be necessary to prevent any person or entity, including you, from infringing on the ability of other customers to reasonably Use the Services. The method and means of providing the Services shall be under our exclusive control, management, and supervision. We will provide and operate the Services in a professional and commercially reasonable manner in accordance with applicable law.

- C. Your Obligations Related to Customer Data. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Customer Data. You will provide accurate, current and complete information required to enable your Authorized Users on the Cloud Infrastructure, and to maintain the accuracy of such information during the Use of the Product and Services. You will require Authorized Users to maintain proper password security, and for maintaining the confidentiality of your account. Without limiting any other responsibilities you have under these Terms, you are responsible for the actions of your Authorized Users, of anybody accessing the Cloud Infrastructure using the credentials of any Authorized User, and of any other individuals to whom you have given access to the Product or Services. You will not, and will not permit or enable others to, access or attempt to access any accounts or data on the Cloud Infrastructure, other than those explicitly belonging to you or provided by us for your Use.
- D. Restrictions on Your Use of the Cloud Infrastructure. You will not, and will not allow or enable any Authorized User or other person to: (1) access the Product or Services for or upload to the Cloud Infrastructure anything unlawful, misleading, malicious or discriminatory; (2) use any tool to enable features or functionality that are otherwise disabled in the Cloud Infrastructure, or decompile, disassemble or otherwise reverse engineer the Cloud Infrastructure; (3) perform or attempt to perform any actions that would interfere with the proper working of the Cloud Infrastructure, prevent access to or use of the Cloud Infrastructure by our other customers; or (4) upload or transmit to the Cloud Infrastructure any device, software or routine that contains any computer programming routine that may damage, interfere or attempt to interfere with, or intercept the normal operation of the Cloud Infrastructure.
- E. Your License Grant to Us Related to Customer Data. You grant to us a license store, record, transmit, maintain, and display the Customer Data only to the extent necessary to carry out its obligations under these Terms.
- F. Storage and Backups. We regularly back up the database used in conjunction with the Services. We will make a commercially reasonable effort to assist in restoring lost data; however, we do not guarantee that every backup will complete without error, that we will be able to restore any specific data, or that we will retain any backup for longer than thirty (30) days.
- G. Your Indemnification of Us. You will defend and indemnify us from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or relating to (1) a breach of these Terms by you or any Authorized User; (2) the intellectual property rights in any of your Customer Data; (3) any loss, misuse, or disclosure of Customer Data not the result of our misconduct or gross negligence; and (4) any other claim relating to any classified or personally identifiable information within Customer Data, where such personally identifiable information (A) identifies or can be used to

identify an individual, such as first and last name, social security number or other government issued number or identifier, date of birth, home or other physical address, e-mail address or other online contact information, telephone number, biometric data, mother's maiden name, or other personally identifiable information; or (B) includes any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 U.S.C. Subchapter 1, §6809(4).

- H. Maintenance of the Services. We may schedule maintenance activities from time to time. We will use reasonable efforts to schedule non-emergency maintenance activities outside of our normal business hours.

## 12. Limited Warranty

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A. Our Warranty to You. Subject to each of the other provisions of these Terms, we warrant, solely to you as a Customer, that for a period of sixty (60) days after the Product is initially Delivered to you (the "Warranty Period"), the Product, (and, in the case of an On-Premise Subscription, when installed properly) will be capable of functioning substantially in accordance with the Specifications. That warranty will not apply, however, (i) you fail to notify us during the Warranty Period of any warranty claim; or (ii) in the case an On-Premise Subscription (A) you modify the Product or any portion thereof or (B) you fail to implement all Updates to the Product made available at no charge to you during the Warranty Period.

B. How We'll Fix a Warranty Breach. If we breach the warranty set forth in this Section, your sole and exclusive remedy, and our sole obligation, shall be to remedy such breach as set forth in this Section. At our sole discretion, we will, at our expense, either: (i) repair or replace the defective Product to enable it to perform substantially in accordance with the Specifications; or (ii) terminate these Terms and refund to you the fees paid by you to us for the defective Product.

C. DO NOT USE OUR PRODUCTS FOR HIGH RISK ACTIVITIES. The Product and Services are not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Product or Services could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, we specifically disclaim any express or implied warranty of fitness for High Risk Activities.

D. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THIS SECTION, WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED BY US, AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES OR GUARANTEES WITH RESPECT TO THE PRODUCT AND SERVICES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY

WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE PRODUCT, SERVICES OR DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT OUR SERVICES OR PRODUCT OR DOCUMENTATION WILL SUCCEED IN RESOLVING ANY PROBLEM.

## 13. Links to Third Party Websites or Resources

The Site may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

## 14. Termination

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A. Term. These Terms commence on the date on which you accept them and, unless terminated earlier, will continue until terminated.

B. Termination. Retool is eager to have a long-term relationship with you. Retool may, however, may cancel your account, and/or terminate your rights to any or all of the Site if you provide false, inaccurate or incomplete information to us, if you are in breach of any of your obligations under these Terms, or if your account is associated with a competitor of Retool. You may cancel your account at any time by sending an email to us at [tos@tryretool.com](mailto:tos@tryretool.com).

C. Effect of Termination. Upon termination of these Terms (i) your right to access and use the Site and Services will immediately terminate; and (ii) all fees you may owe will become immediately due and payable.

D. Survival. Sections 3(B), 4, 5(B), 7(D), 7(E), 8(K), 8(L), 9(C), 11(G), 11(H), 12(D), 13, 15(C), 15(D) and 16-20, plus all related definitions and all accrued rights to payment will survive any termination or expiration of these Terms.

## 15. Important Disclaimers

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EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS, THE SITE AND THE SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. IN ADDITION TO THE DISCLAIMERS IN SECTION 12 ABOVE, RETOOL DOES NOT REPRESENT OR WARRANT THAT SERVICES, PRODUCTS OR DOCUMENTATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT THE NATURE OF INTERNET-BASED SERVICE DELIVERY IS SUCH THAT CONFIDENTIALITY AND PERFORMANCE CANNOT BE COMPLETELY ASSURED. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY OF CUSTOMER DATA, EXCEPT TO THE EXTENT THAT SUCH UNAUTHORIZED ACCESS, USE, CORRUPTION, OR LOSS IS DUE SOLELY TO OUR GROSS NEGLIGENCE OR MISCONDUCT. Despite any other provision of the Agreement, in the case of loss or PHI or other personally identifiable information due to our actions or inactions, your sole remedy shall be for us to restore such PHI and /or other personally identifiable information from the latest available backup.

Retool is not responsible or liable for any user content hosted on the Site or in connection with the Service. We do not control and are not responsible for what you or other users of the Site host, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable Site content.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Retool assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, data loss, theft or destruction or unauthorized access to, or alteration of, any communications. Retool is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to your or any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Site or the Service.

## 16. Indemnity

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You agree to defend, indemnify and hold harmless Retool, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Retool Site or Service; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any of Your Information caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Retool Site. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify Retool and its affiliates, officers, directors, employees and agents.

## 17. Limitation of Liability

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Retool shall have no liability for any loss, damage, or injury resulting from your or any third parties' negligence, lack of training, use or misuse, or misapplication of any Product or Service.

You agree to indemnify, defend, and hold harmless Retool and its employees from any claims, damages and actions of any kind or nature arising from or caused by the use or misuse of any Service.

IN NO EVENT WILL RETOOL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, THE SITE, OR ANY RESEARCH OR EXPERIMENT OR OTHER WORK PERFORMED USING ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE SITE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF RETOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RETOOL'S TOTAL LIABILITY TO YOU, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO RETOOL BY YOU UNDER THESE TERMS IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM MADE UNDER THIS AGREEMENT.

## 18. Export Regulations

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The Product and Services are subject to U.S. export controls, specifically the Export Administration Regulations. Both parties shall comply with all relevant import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. You shall not transfer, export or re-export, directly or indirectly, the Product or Services to any Prohibited Entity, and you affirm that you are not a Prohibited Entity or acting on behalf of any Prohibited Entity (as defined under U.S. laws and regulations).

## 19. General Terms

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These Terms constitute the entire and exclusive understanding and agreement between Retool and you regarding the Services, and supersede and replace any and all prior oral or written understandings or agreements between Retool and you regarding the Site and the Services. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Retool's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Retool may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, sent by documented overnight delivery

service to the party to whom the notice is directed, at its address indicated in the signature box to these Terms (or such other address as to which the other party has been notified), or sent by email if receipt is electronically confirmed.

Retool's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Retool. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material.

These Terms and all matters arising out of, or relating to, these Terms will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The sole venue for all disputes relating to these Terms shall be in Santa Clara County, California.

## 20. Contact Information

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If you have any questions about these Terms or the Services please contact Retool at [tos@tryretool.com](mailto:tos@tryretool.com).