

## **We Comes Before Me, Corp, d.b.a. SqlDBM ("WCBM" or "SqlDBM") TERMS OF SERVICE**

**1. Agreement to Terms** By accessing or using We Comes Before Me, Corp, d.b.a. SqlDBM ("WCBM" or "SqlDBM") ("Service"), you ("Customer") agree to these Terms of Service ("ToS"). These Terms constitute a legally binding agreement between you and WCBM governing your use of the Service. If you do not agree, you must not use the Service. WCBM reserves the right to update, modify, or replace these Terms at its sole discretion. Your continued use of the Service after such modifications constitutes acceptance of the revised Terms.

### **2. Payment and Subscription**

- All fees for the entire term of the subscription are due and payable in full, even if the Customer cancels before the term ends. Payment is required in advance and must be made via the methods specified by WCBM.
- Fees are non-refundable under all circumstances unless explicitly stated otherwise in a written agreement. Customers acknowledge and agree that failure to pay any outstanding amounts may result in immediate suspension or termination of access to the Service.
- WCBM reserves the right to adjust subscription fees or introduce new fees at any time, with reasonable notice provided to Customers. Any changes in fees will not apply retroactively to existing subscription terms.
- Late payments may incur an interest charge of 1.5% per month or the maximum rate allowed by law, whichever is lower.

### **3. Taxes.**

Customer is responsible for paying all Taxes. In the event WCBM has the legal obligation to collect and pay Taxes, Customer will pay such Taxes pursuant to the payment terms in Section 2, unless Customer provides WCBM with a valid tax exemption certificate prior to or within ten days of the invoice date that is (a) authorized by the appropriate taxing authority and (b) applicable to Taxes. If Customer is required to withhold or deduct any Taxes from Fees, then Customer agrees to increase the amount payable to dbt Labs by the amount of such Taxes so that WCBM receives the full amount of all Fees.

### **4. License and Restrictions**

- The Customer is granted a limited, non-exclusive, non-transferable, and revocable license to use WCBM solely for its internal business purposes during the term of the subscription.
- The Customer may not resell, sublicense, or use WCBM for the benefit of any third party. Unauthorized sharing of account credentials or allowing access to individuals not authorized under the Customer's subscription is strictly prohibited.
- Users of the Customer's account must have email addresses belonging to the same domain as the Customer. WCBM reserves the right to verify compliance with this requirement.

- The Customer is prohibited from reverse-engineering, modifying, copying, distributing, or creating derivative works of WCBM.

## **5. Intellectual Property (IP) Ownership**

- WCBM retains full ownership of all intellectual property, including but not limited to its software, databases, designs, algorithms, trademarks, patents, and any enhancements. The Customer's use of the Service does not grant any ownership or intellectual property rights.
- WCBM shall indemnify and defend any claims related to third-party infringement allegations related to the use of its proprietary technology.
- The Customer agrees not to challenge, dispute, or otherwise contest WCBM's ownership of its intellectual property.
- Any feedback, suggestions, or ideas provided by the Customer regarding the Service shall be considered non-confidential and may be used by WCBM without restriction or compensation to the Customer.

## **6. Customer Data and Retention Policy**

- Any models or data imported into WCBM by the Customer may be permanently deleted 30 days after subscription termination if no active subscription remains in place. Customers are encouraged to export their data before the termination date.
- WCBM is not obligated to provide any data to the Customer after their subscription expires. Data restoration requests after termination will not be honored.
- The Customer acknowledges that WCBM may use aggregated and anonymized data derived from Customer usage for analytics, improvement of the Service, and reporting purposes.

## **7. Security and Compliance**

- The Customer must not use WCBM in a way that violates any applicable laws or regulations, including but not limited to data protection laws.
- WCBM will implement commercially reasonable security measures to protect stored data but is not liable for any unauthorized access, data loss, or breaches arising from the Customer's actions or negligence.
- The Customer agrees to notify WCBM immediately of any unauthorized use or security breach related to their account.

## **8. Service Availability and Termination**

WCBM provides the Service on an "as-is" and "as-available" basis without warranties of any kind, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

WCBM reserves the right to modify, suspend, or terminate the Service at any time without liability, including but not limited to scheduled maintenance, technical upgrades, or unforeseen circumstances.

If the Customer breaches these Terms, WCBM may terminate their access immediately without refund. WCBM may also terminate accounts found to be in violation of its Acceptable Use Policy.

WCBM reserves the right to immediately terminate access to the Service if the Customer violates the terms related to intellectual property rights, unauthorized access, or misuse of the Service. Such termination will be without refund, and WCBM retains the right to pursue legal action for damages.

## **9. Limitation of Liability**

- WCBM shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from the use of or inability to use the Service, even if advised of the possibility of such damages.
- The total liability of WCBM, if any, shall be limited to the fees paid by the Customer in the preceding three months. This limitation applies to all claims, regardless of their nature.

## **10. Governing Law and Dispute Resolution**

- This Agreement shall be governed by the laws of Delaware without regard to its conflict of laws principles.
- Any disputes shall be resolved through binding arbitration in Delaware, and the Customer waives any right to a class action lawsuit. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA).
- Each party shall bear its own legal fees and costs unless otherwise awarded by the arbitrator.

## **11. Amendments and Modifications**

- WCBM reserves the right to modify these Terms at any time, with notice provided through the Service or email. Customers are responsible for reviewing the Terms periodically.
- Continued use of the Service after changes constitutes acceptance of the new Terms.

## **12. Confidentiality**

- Both parties agree to maintain the confidentiality of proprietary information disclosed during the term of the subscription. Proprietary information includes trade secrets, technical specifications, pricing, and other non-public data.
- WCBM will not disclose Customer data except as required by law or with the Customer's consent.

### **13. Data Security and Integrity**

- WCBM ensures data security practices consistent with industry standards and agrees to notify Customers of any breaches impacting their data within 72 hours.
- The Customer is responsible for maintaining the confidentiality of their account credentials and ensuring compliance with applicable data protection laws.

### **14. Indemnification**

- The Customer agrees to indemnify, defend, and hold harmless WCBM against claims, damages, or losses resulting from misuse of the Service, violation of these Terms, or infringement of third-party rights.

### **15. Force Majeure**

- WCBM is not liable for delays or failure to perform due to events beyond its control, including natural disasters, acts of war, cyberattacks, or government regulations.
- If a Force Majeure event continues for more than 30 days, either party may terminate this Agreement without further obligations.

### **16. Use of Client Logo**

By using WCBM, the Customer grants WCBM a non-exclusive, royalty-free, worldwide license to use the Customer's name, trademarks, and logos for marketing and promotional purposes, including but not limited to WCBM's website, presentations, and case studies. WCBM agrees not to modify or misrepresent the Customer's logo in any way. The Customer may revoke this permission by providing written notice, in which case WCBM will cease using the Customer's logo within 30 days of receiving such notice.

### **17. Restrictions on Affiliates and Third-Party Access**

The Customer agrees that they shall not grant or facilitate access to the Service to affiliates, subsidiaries, contractors, or any third party without prior written approval from WCBM. Any unauthorized sharing of account credentials, sublicensing, or indirect access to the Service by entities not covered under the Customer's subscription is strictly prohibited. WCBM reserves the right to suspend or terminate access if it determines that such unauthorized use has occurred.

### **18. Agreement to Mutual Non-Disclosure Terms**

The Customer acknowledges and agrees to abide by the confidentiality provisions outlined in the Mutual Non-Disclosure Agreement (NDA) provided by WCBM. In particular:

- The Customer agrees to maintain the confidentiality of any proprietary or sensitive information received from WCBM.
- The Customer shall not disclose, distribute, or use WCBM's confidential information for any purpose other than as necessary to use the Service.

- Confidentiality obligations shall survive termination of this Agreement, and the Customer remains bound by such obligations even after ceasing to use the Service.

By using WCBM, you acknowledge that you have read, understood, and agreed to these Terms.