

Tablespace Terms of Service

Effective date: Feb 28th, 2024

Welcome and thank you for your interest in Tablespace, Ltd. (“Tablespace”). These Terms of Service (this “Agreement”) describes the terms and conditions that apply to your use of our website located at Tablespace and its subdomains (collectively, the “Website”) and the products, services, content and other resources available on or enabled via our website (collectively, the “Tablespace Services”). By registering for an account or using the Tablespace Services in any way, you or the entity you represent (the “Customer”) are unconditionally consenting to be bound by and becoming a party to this Agreement with Tablespace. If you are entering into this Agreement on behalf of an entity, you represent and warrant that you have the authority to bind such entity to these terms.

The Tablespace Services may contain or otherwise make available certain third-party software subject to additional licensing terms (collectively, the “Supplemental Terms”). Tablespace will maintain and periodically update the Supplemental Terms section of this document. By using third-party software through the Tablespace Services, Customer consents to the applicable Supplemental Terms associated and other terms and conditions tied to the use of such third-party software. Customer may not access or use the specific Tablespace Services if it does not agree with these Supplemental Terms. It is the Customer’s responsibility to ensure they keep up to date and adhere to these Supplemental Terms of the third parties.

IF YOU SUBSCRIBE TO ANY FEATURE OR FUNCTIONALITY OF THE TABLESPACE SERVICES, THEN YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT TABLESPACE’S THEN CURRENT FEES FOR SUCH FEATURES AND FUNCTIONALITY.

THIS AGREEMENT IS SUBJECT TO CHANGE BY TABLESPACE IN ITS SOLE DISCRETION AT ANY TIME AS SET FORTH IN SECTION 12.

1. TABLESPACE SERVICES

1. **Subscription to the Tablespace Services.** Subject to the terms and conditions of this Agreement, Tablespace hereby grants to Customer, during the applicable Subscription Term (as defined in Section 13), a non-sublicensable, non-transferable, non-exclusive subscription to, solely for Customer’s internal use: (a) access and use the applicable

- Tablespace Services; (b) internally use and reproduce the Documentation; (c) grant Authorized Users the right to access and use such Tablespace Services; and (d) use the Documentation to assist Tablespace with the provision of support services.
2. **Access.** Subject to Customer's payment of the applicable Tablespace Fees, Tablespace will provide Customer with access to the applicable Tablespace Services during the Subscription Term. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Tablespace Services and notify Tablespace promptly of any such unauthorized use known to Customer.
 3. **Authorized Users.** Customer may permit any Authorized Users to access and use the features and functions of the Tablespace Services as contemplated by this Agreement.
 4. **Restrictions.** Customer will not, and will not permit any Authorized User or other party to: (a) knowingly interfere with or disrupt the integrity or performance of the Tablespace Services or the data contained therein; (b) reverse engineer, disassemble or decompile any component of the Tablespace Services; (c) interfere in any manner with the operation of the Tablespace Services or the hardware and network used to operate the Tablespace Services; (d) sublicense any of Customer's rights under this Agreement, or otherwise use the Tablespace Services for the benefit of a third party; (e) modify, copy or make derivative works based on any part of the Tablespace Services; or (f) otherwise use the Tablespace Services in any manner that exceeds the scope of use permitted under this Agreement.
 5. **Support.** Subject to the terms of this Agreement, Tablespace shall use commercially reasonable efforts to provide services and support as described in the plan selected by Customer at <https://www.tablespace.io/pricing>.
 6. **Privacy Policy.** The Tablespace Services are provided in accordance with our Privacy Policy, which can be found at [Tablespace Privacy Policy](#).

2. Ownership

1. **Tablespace Technology.** Customer acknowledges that Tablespace retains all right, title and interest in and to the Documentation and all software and all Tablespace proprietary information and technology used by Tablespace or provided to Customer in connection with the Tablespace Services (the "Tablespace Technology"), and that the Tablespace Technology is protected by Intellectual Property Rights owned by or licensed to Tablespace. Other than as expressly set forth in this Agreement, no license or other rights in the Tablespace

Technology are granted to Customer. Customer hereby grants to Tablespace a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Tablespace Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Tablespace Services. Tablespace shall not identify Customer as the source of any such feedback without Customer's express prior written consent.

2. **Customer Data.** The Customer Data hosted by Tablespace as part of the Tablespace Services, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer. Customer hereby grants to Tablespace a non-exclusive, worldwide, royalty-free and fully paid license (a) to use the Customer Data as necessary for purposes of providing the Tablespace Services to Customer and improving the Tablespace Services, and (b) to use the Customer trademarks, service marks, and logos as required to provide the Tablespace Services to Customer. All rights in and to the Customer Data not expressly granted to Tablespace in this Agreement are reserved by Customer.

3. FEES AND EXPENSES; PAYMENTS

1. **Fees.** In consideration for the access rights granted to Customer and the services performed by Tablespace under this Agreement, Customer will pay to Tablespace the Tablespace Fees. All fees here under are billed in arrears monthly for usage incurred within the month. Tablespace reserves the right (in addition to any other rights or remedies Tablespace may have) to discontinue the Tablespace Services, in whole or in part, and suspend all Authorized Users' and Customer's access to the Tablespace Services, in whole or in part, if any Tablespace Fees are not paid in full.
2. **Taxes.** The fees are exclusive of, and Customer will pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Customer in connection with this Agreement, except for employment taxes for Tablespace employees and taxes based on Tablespace's net income.
3. **Interest.** Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum legal rate if less.

4. CUSTOMER CONTENT AND RESPONSIBILITIES

1. **Customer Warranty.** Customer represents and warrants that any Customer Data hosted by Tablespace as part of the Tablespace Services shall not (a) infringe, misappropriate or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Tablespace is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the Tablespace Services contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorized and improper use of the Tablespace Services.
2. **Customer Responsibility for Data and Security.** Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other access protocols required in order to access the Tablespace Services. Customer shall have the ability to export Customer Data out of the Tablespace Services and is encouraged to make its own back-ups of the Customer Data. Customer, and not Tablespace, shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, security and appropriateness of all Customer Data.
3. **Procedure for Making Claims of Intellectual Property Right Infringement.** It is Tablespace's policy to terminate membership privileges of any Customer who repeatedly infringes copyright, trademark, or other intellectual property rights upon prompt notification to Tablespace by the respective intellectual property owner or their legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Tablespace Services in a way that constitutes intellectual property rights infringement, please provide our designated intellectual property agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright, trademark, or other intellectual property right; (ii) a description of the copyrighted work, trademark, or other intellectual property right that you claim has been infringed; (iii) a description of the location on the Tablespace Services of the material that you claim is infringing; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright, trademark, or other intellectual property right owner, its agent or the law; and (vi) a statement by you, made under penalty of perjury, that

the above information in your notice is accurate and that you are the copyright, trademark, or other intellectual property right owner or authorized to act on the copyright, trademark, or other intellectual property right owner's behalf. Contact information for Tablespace's designated agent for notice of claims of infringement is as follows:

DMCA Agent
support@tablespace.io

5. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TABLESPACE SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND TABLESPACE AND ITS AFFILIATES, SUPPLIERS, CONTRACTORS, AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, RELATING TO THE TABLESPACE SERVICES AND DOCUMENTATION WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. TABLESPACE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE TABLESPACE SERVICES SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL TABLESPACE OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT OR THE TABLESPACE SERVICES, EVEN IF PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TABLESPACE'S AND ITS AFFILIATES',

SUPPLIERS', CONTRACTORS', AND LICENSORS' AGGREGATE CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT (INCLUDING THE TABLESPACE SERVICES) WILL NOT EXCEED THE SUM OF ALL AMOUNTS PAID AND PAYABLE BY CUSTOMER TO TABLESPACE FOR THE USE AND ACCESS TO THE TABLESPACE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE APPLICABLE CLAIM. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN WILL REMAIN IN EFFECT.

7. CONFIDENTIALITY

“Confidential Information” means any non-public information of a party (the “Disclosing Party”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the “Receiving Party”) knows or should have known is the confidential or proprietary information of the Disclosing Party. For the avoidance of doubt, the Tablespace Services and Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Tablespace. Information will not constitute the other party’s Confidential Information if it (i) is already known by the Receiving Party without obligation of confidentiality; (ii) is independently developed by the Receiving Party without access to or use of the Disclosing Party’s Confidential Information; (iii) is publicly known without breach of this Agreement; or (iv) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party’s Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party’s Confidential Information. Except as subject to applicable law, if any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements, the Receiving Party will promptly notify the Disclosing Party of the order or request and permit the Disclosing Party (at its own expense) to seek an appropriate protective order. Customer acknowledges that Tablespace can collect usage and performance data related to its provision of the Tablespace Services and obtain from third parties Customer’s usage data of third-party products and services

purchased or acquired through Tablespace (collectively, "Usage Data"). Tablespace may use Usage Data to provide and improve its products and services, to market additional products and services to Customer, and disclose Usage Data in an aggregated and de-identified manner in connection with its business. As between the parties, Tablespace owns all rights in the Usage Data. The parties agree they can have competing products and services if these are not developed with or use the other party's Confidential Information.

8. INDEMNIFICATION

Customer will defend at its expense any suit brought against Tablespace, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) any use of the Tablespace Services not in accordance with this Agreement or as specified in the Documentation; (b) any use of the Tablespace Services in combination with other products, equipment, software or data not supplied by Tablespace; (c) any modification of the Tablespace Services by any person other than Tablespace or its authorized agents; or (d) Customer's breach or alleged breach of Section 4.1 (Customer Warranty).

9. TERM AND TERMINATION

1. **Term.** This Agreement commences on the Effective Date and will remain in effect until terminated by either party as set forth below.
2. **Termination.** Either party may terminate this Agreement for no reason or any reason upon written notice to the other party, effective immediately at the end of the then current Subscription Term.
3. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) any amounts owed to Tablespace under this Agreement will become immediately due and payable; and (c) each party will return to the other all property (including any Confidential Information and Customer Data) of the other party. The sections and subsections titled Definitions, Restrictions, Ownership, Fees and Expenses; Payment, Disclaimer, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination, and Miscellaneous will survive expiration or termination of this Agreement for any reason.

10. MARKETING; PUBLICITY

Customer agrees that Tablespace may use Customer's name and logo in Tablespace's marketing materials or communications (including, but not limited to, Tablespace's website and in Tablespace's marketing presentations) for the sole purpose of indicating Customer as a user of the Tablespace Services. Neither party will issue a press release announcing its relationship with the other party without the other party's prior approval, not to be unreasonably withheld or delayed. Subject to the terms and conditions of this Agreement, Customer hereby grants to Tablespace a non-exclusive and limited license to use and publicly display Customer's logo as set forth in this Section.

11. MISCELLANEOUS

1. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the United Kingdom, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue courts in the United Kingdom where Tablespace's principal place of business is located for any lawsuit filed there against Customer by Tablespace arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Compliance with Law; Export. Customer agrees to comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Tablespace Services and not export, reexport, or transfer, directly or indirectly, any technical data acquired from Tablespace, or any products utilizing such data, in violation of the United Kingdom's export laws or regulations.
2. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
3. **No Assignment.** Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein,

without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns. Force Majeure. Tablespace will not be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of Tablespace.

4. **Independent Contractors.** Customer's relationship to Tablespace is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Tablespace.
5. **Notices.** All notices or other communications required or permitted under this Agreement will be in writing to the other party. Notices to Tablespace must be sent via email to support@tablespace.io. Notices to Customer must be sent to the email address tied to Customer's account. Either party may change its email address for receipt of notice by giving notice of such change to the other party.
6. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and Tablespace.

12. AGREEMENT UPDATES

When changes are made, Tablespace will make a new copy of this Agreement available on the Services and will also update the "Last Updated" date at the top of this Agreement. For any material changes, Tablespace will send Customer an updated copy of this Agreement to the email address tied to Customer's account. Unless otherwise stated in such update, any changes to this Agreement will be effective at the next billing date after the announcement is made. Tablespace may require customers to provide consent to the updated Agreement in a specified manner before further use of the Tablespace Services is permitted. IF CUSTOMER DOES NOT AGREE

TO ANY CHANGE(S) AFTER RECEIVING A NOTICE OF SUCH CHANGE(S), CUSTOMER SHALL STOP USING THE TABLESPACE SERVICES.

13. DEFINITIONS. As used in this Agreement

1. **“Authorized User”** means each of Customer’s employees, agents, and independent contractors who create or are provided usernames and passwords and permitted hereunder to access the Tablespace Services pursuant to Customer’s rights under this Agreement.
2. **“Documentation”** means the technical materials provided or made available by Tablespace to Customer in hard copy or electronic form that describe the features, functionality or operation of the Tablespace Services.
3. **“Effective Date”** means the date on which Customer first began using the Tablespace Services.
4. **“Tablespace Fees”** means the then current fees for the Tablespace Services set forth at <https://Tablespace/docs/about/pricing/>.
5. **“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
6. **“Customer Data”** means any data and/or other content provided or developed by or on behalf of Customer and used with the Tablespace Services.
7. **“Subscription Term”** means a month-long subscription for the applicable Tablespace Services, which shall renew monthly until terminated in accordance with Section 9.2.

14. Contact Us

1. If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the Services, please contact us at: support@tablespace.io

2. When submitting a complaint, please provide a brief description of the nature of your complaint and the specific services to which your complaint relates.

15. Supplemental Terms

The Tablespace Services may contain or otherwise make available the following third-party software and services, which is subject to additional licensing terms set forth below. If Customer does not agree with these Supplemental Terms, it may not access or use the applicable third-party software and services. It is the Customers responsibility to ensure that they keep up to date with the current location of the terms of these services and that they adhere to their terms.

Oracle

<https://www.oracle.com/legal/terms.html>

Stripe

<https://stripe.com/gb/legal/ssa>