

PUMPML INC. Terms of Service

Last Updated: November 8, 2024

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product. This Agreement is between PUMPML INC. and the company or person accessing or using the Product. This Agreement consists of:

- (1) the Order Form below and
- (2) the Framework Terms defined below.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Cover Page

Order Form

Framework Terms: This Order Form incorporates and is governed by the Framework Terms that are made up of the Key Terms below and the Common Paper [Cloud Service Agreement Standard Terms Version 2.0](#), which are incorporated by reference. Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. Capitalized words have the meanings given in the Cover Page or the Standard Terms.

Cloud Service: A software as a service (SaaS) platform that enables customers to build, manage, and deploy AI chat systems that are trained on their documentation, code repositories, and other relevant knowledge sources. This agreement covers the deployment of the AI chat system to a customer's documentation website, as a VS Code extension and GitHub Copilot extension, and anywhere else the AI chat system is deployed.

Order Date: The Effective Date

Subscription Period: 1 month(s)

Certain parts of the Product have different pricing plans, which are available at Provider's [pricing page](#). Customer will pay Provider the applicable Fees based on the Product tier and Customer's usage.

Provider may update Product pricing by giving at least 30 days notice to Customer (including by email or notification within the Product), and the change will apply in the next Subscription Period.

Payment Process:

Automatic payment:

Customer authorizes Provider to bill and charge Customer's payment method on file Monthly for immediate payment or deduction without further approval.

Non-Renewal Notice Period: At least 30 days before the end of the current Subscription Period.

Use Limitations: The starter plan, which starts at \$250 per month covers up to 1000 monthly queries. Overages will be billed according to the following pricing schedule: \$400 per month for up to 2000 monthly queries \$550 per month for up to 3000 monthly queries \$700 per month for up to 4000 monthly queries \$800 per month for up to 5000 monthly queries \$1450 per month for up to 10000 monthly queries \$2000 per month for up to 15000 monthly queries \$2500 per month for up to 20000 monthly queries

Key Terms

Customer: The company or person who accesses or uses the Product. If the person accepting this Agreement is doing so on behalf of a company, all use of the word "Customer" in the Agreement will mean that company.

Provider: PUMPML INC.

Effective Date: The date Customer first accepts this Agreement.

Governing Law: The laws of the State of Delaware

Chosen Courts: The state or federal courts located in Delaware

Covered Claims:

Provider Covered Claims: Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.

Customer Covered Claims: Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or

alleged breach of Section 2.1 (Restrictions on Customer). **General Cap Amount:** The fees paid or payable by Customer to provider in the 12 month period immediately before the claim

Notice Address:

For Provider:jonahk@buildwithlayer.com