RepoQL Customer Terms and Software Licence

Effective date: 11 September 2026

Supplier: Clanker Gear Limited, a New Zealand company

Company number: 9438215

Registered office and address for notices: 156 Stredwick Drive, Torbay, Auckland 0630, New Zealand

Customer support and legal notices: support@repoql.ai

Privacy enquiries: support@repoql.ai

These terms cover RepoQL software and cloud services for individuals and organisations. Territorial eligibility is set out in section 1.6. Provisions identified as applying to business customers do not apply to consumers; section 16 preserves mandatory consumer rights.

1. Our agreement with you

1.1 Parties. “We”, “us” and “RepoQL” mean Clanker Gear Limited. “You” means the individual accepting these terms or the organisation they are authorised to represent. A representative confirms authority to bind that organisation.

1.2 Acceptance. You enter this agreement by expressly accepting these terms in our account or purchasing process, or signing an Order incorporating them. For local Software use, you may also accept by downloading or using the Software after receiving clear notice that doing so constitutes acceptance and an opportunity to review these terms. We provide the terms before acceptance. Visiting our website alone does not constitute acceptance. Existing licence rights remain subject to sections 1.6, 3.3 and 15.

1.3 Included documents. This agreement consists of these terms and any Order both parties accept. An “Order” is a signed order form or the plan, price, billing period and other purchasing details accepted at checkout. A data processing addendum (“DPA”), service-level agreement or other negotiated schedule applies only when accepted or expressly incorporated into an accepted Order. A plan name does not create those additional commitments.

1.4 Priority. Mandatory law and applicable mandatory transfer terms take priority. An applicable DPA controls conflicts about personal-information processing. An Order overrides these terms only where it expressly identifies the provision changed, except that its purchased features and prices define the agreed purchase.

1.5 Privacy information. Our Privacy Policy and data disclosure explain data handling. Accepting this agreement does not supply consent to optional processing requiring separate consent. Changing a notice does not itself expand processing rights or amend this agreement or a DPA.

1.6 Territorial availability. We do not offer new licences, downloads, accounts, trials, subscriptions or renewals to individuals ordinarily resident in the European Economic Area (the EU, Iceland, Liechtenstein and Norway), the United Kingdom or Switzerland, or to organisations purchasing for an establishment there. These are the “Excluded Territories”. You must not access, deploy or use the Services there or make them available to users based there. This applies to free and paid Services.

You confirm your eligibility and must not evade these restrictions. Contact us before further use if your circumstances change. The restriction does not prevent sharing permitted results under section 6.5 or remove mandatory rights, third-party licence rights or rights validly granted under an earlier agreement.

2. The software and services

2.1 Software. “Software” means the RepoQL programs and updates we supply for installation on infrastructure you control. You control the repositories and other sources they may access.

2.2 Cloud Services. “Cloud Services” means our hosted features, including embeddings, reranking, inference and Uplink. “Services” means the Software and Cloud Services together. Enabled cloud features process selected information outside your infrastructure as described in the data disclosure.

2.3 Scope. Your Order identifies the purchased features, users, instances and usage arrangements. Separately metered organisational or machine usage is not included in a personal allowance unless agreed. We disclose the charging basis before you enable a paid or metered feature. We do not impose undisclosed overages or convert a pooled feature to metered billing without your agreement.

3. Your software licence

3.1 Licence. Subject to this agreement and your plan entitlements, we grant you a non-exclusive licence to install and run the Software for personal use, your organisation's activities and authorised client work, including through your users, agents and automated workflows. Paid features require an active entitlement.

3.2 Copies. You may make backups and distribute copies internally and to contractors acting for you, retaining applicable notices. Their use must be for your authorised purposes and comply with this agreement.

3.3 Free local use. The licence to free local features in a version lawfully obtained is royalty-free and continues unless terminated for a material licence breach under section 14. Cloud cancellation, account closure or declining revised terms does not end it. It does not entitle you to future updates, features or support except as required by law.

3.4 Ownership and source code. We and our licensors retain the Software, technology, documentation and branding rights. This licence does not transfer ownership or entitle you to access or delivery of our proprietary source code or source escrow, except where separately agreed in writing or required by mandatory law. Third-party rights under section 3.6 remain unaffected. Your rights in Customer Content and results are addressed in section 6.

3.5 Restrictions. Except as permitted by mandatory law or a third-party licence, you must not:

- sell, sublicense, publicly redistribute or offer standalone hosted access to the Software or Cloud Services without our written agreement;
- modify, decompile, disassemble or reverse engineer our proprietary Software to obtain its source code;
- remove proprietary notices or misrepresent the Software's origin; or
- evade authentication, payment, entitlement or access controls.

Providing development or consulting services using RepoQL and sharing permitted results are allowed. These restrictions do not prohibit lawful interoperability work, security research or accurate comparisons.

3.6 Third-party components. Third-party components remain subject to their own licences, which control conflicts for those components. We provide applicable distribution notices as

required by those licences.

4. Accounts, organisations and agents

4.1 Accounts. You must have legal capacity and authority to enter this agreement. Keep account and billing information accurate, protect credentials and notify us promptly of unauthorised access.

4.2 Administration. You are responsible for the organisation permissions, members, instances and integrations you authorise. Inform users about administrator access and organisation-visible activity records.

4.3 Seats. A named-user seat is for one person and their authorised tools and must not be shared to avoid charges. Seats may be reassigned when responsibilities change. Machine and shared-host usage follows your Order.

4.4 Authorised activity. Requests by agents and integrations you authorise count as your requests, including billable usage. You are responsible for their compliance within your authorisation or reasonable control. This does not transfer responsibility for our own breach to you.

5. Acceptable use and connected services

5.1 Lawful use. Use the Services only with information and systems you are entitled to access and process. Do not infringe rights, gain unauthorised access, distribute malware, disrupt services, conduct unlawful activities or evade trial, payment or access restrictions.

5.2 Your safeguards. Set appropriate permissions, maintain backups and review results and changes before relying on them. Supervise automated workflows according to their consequences. Do not use RepoQL as the sole safeguard for safety-critical activity or as a substitute for required professional verification.

5.3 Independent services. Agents and other services you obtain independently are governed by your arrangements with their providers. We are not responsible for their independent conduct, but remain responsible for our own integrations and obligations.

5.4 Our providers. We remain responsible for our obligations when using suppliers to deliver the Services. Applicable processing arrangements are addressed in section 8 and any DPA.

6. Your content and results

6.1 Customer Content. You retain your rights in code, documents, queries, prompts and other material you or your authorised users submit or permit the Services to process (“Customer Content”), including your material in feedback.

6.2 Processing permission. You authorise us and our providers to process and, where disclosed, retain Customer Content to provide the features you use, carry out instructions, support your use, maintain service operation and security, and comply with law. This includes the disclosed embedding cache. Disclosed telemetry and feedback may be used to diagnose and improve the Services, subject to your choices and this agreement. A DPA's stricter restrictions apply where relevant. This permission does not allow sale of Customer Content, publication of private code or unrelated uses.

6.3 No training. We do not use your data to train or fine-tune AI models and require providers receiving that data from us not to use it for model training. We use the model-provider retention configurations described in the data disclosure. These commitments do not govern providers you engage independently.

6.4 Retained records. Tool parameters, error messages and feedback may contain confidential material and remain protected under section 7. The data disclosure explains retained records and telemetry controls. We explain materially different retention before you enable a new optional feature that involves it.

6.5 Results. As between you and us, you may use, modify and share results produced for you. We assign any assignable intellectual-property rights we have in those results on creation; otherwise we grant a perpetual, worldwide, royalty-free licence to use, copy, modify and distribute them. This excludes our underlying technology and does not grant rights to third-party material you do not otherwise have. Results may not be unique or copyrightable.

6.6 Authority. You obtain the rights, permissions and notices needed for your instructions, including processing client repositories and personal information. We remain responsible for our own compliance.

6.7 Suggestions. We may use product suggestions without payment or an obligation to implement them. This does not expand our rights to embedded Customer Content, disclose confidential information or permit naming you as an endorsing customer without permission.

7. Confidentiality

7.1 Scope. Each party protects information received from the other that is marked confidential or reasonably understood to be confidential. Your non-public code, repository details, content-bearing telemetry, credentials and content-derived embeddings are protected whether marked or not.

7.2 Handling. The receiving party uses confidential information only for this agreement and protects it with reasonable care, at least equivalent to its care for similar information of its own. Disclosure is limited to people and suppliers who need it for that purpose and are bound by suitable confidentiality obligations. The receiving party remains responsible for their handling.

7.3 Exceptions. Protection does not apply where the recipient can show information was lawfully known without restriction, independently developed, lawfully obtained without restriction from another source, or made public without breach of duty.

7.4 Required disclosure. A party may disclose what law requires, giving notice where lawful and reasonably practicable. This does not restrict protected disclosures or lawful cooperation with authorities.

7.5 Duration. These duties continue for five years after the agreement ends. Trade secrets remain protected while they are trade secrets; personal information and retained Customer Content remain protected while held.

8. Personal information, security and deletion

8.1 Processing arrangements. Our Privacy Policy describes independent account, billing and service-administration processing. Any DPA or other processing arrangement required by law or agreed for customer-directed processing must be in place before that processing begins. These terms do not themselves supply a separately required processing or transfer instrument.

8.2 Security. We maintain technical and organisational safeguards appropriate to the information and risks. You are responsible for infrastructure and access controls you operate.

Additional safeguards apply where expressly agreed.

8.3 Incidents. We notify you without undue delay after becoming aware of a security breach affecting Customer Content processed by us or our providers, including unauthorised access, disclosure, alteration, loss or destruction, and loss of availability where it constitutes a privacy breach under applicable law. We provide available information reasonably needed for your response and material updates without waiting for a completed investigation. Mandatory law and any applicable DPA control additional notification duties. Notification does not itself admit liability.

8.4 Retention and deletion. We retain information for the purposes and periods described in the Privacy Policy and data disclosure, subject to applicable law and any DPA. You may request account or content deletion; we may verify your identity and authority. We delete cached embeddings derived from repositories you control on a verified request, except where law requires retention. Account cancellation does not itself delete all records. Any lawful retained copies remain protected, and backup arrangements do not extend a shorter binding deletion deadline.

8.5 Local material and return. You control information held only on your infrastructure. We cannot return or delete it. For information we hold, we meet applicable access, return, portability and deletion obligations and any additional agreed requirements.

9. Orders, trials and charges

9.1 Price disclosure. Your Order states the price, currency, billing interval, taxes, renewal basis and applicable metered and seat rules. Tax exclusions apply only where clearly stated and legally permitted. We are responsible for taxes on our income.

9.2 Payment. Subscription fees are payable in advance and metered fees in arrears unless the Order specifies otherwise. You authorise collection of agreed charges, including expressly agreed recurring payments.

9.3 Trials. We disclose trial duration, features, any paid conversion and cancellation arrangements before acceptance. A trial without a payment method does not generate charges without subsequent payment authorisation. Legally required reminders apply. Free local rights continue under section 3.3.

9.4 Changes. Authorised administrators may purchase or change seats and plans under the disclosed charging, proration, credit and effective-date rules. Removing a member does not reverse properly incurred charges. Joining an organisation does not itself authorise a charge to an unrelated personal payment method.

9.5 Metering and disputes. Metered charges use recorded usage and agreed rates. Tell us promptly about disputed charges. We investigate, explain the calculation and correct errors. Undisputed amounts remain payable. Usage records are evidence, not conclusive proof against contrary evidence; statutory time limits remain unaffected.

9.6 Rate changes. Agreed subscription and metered rates apply for the current committed term, or the current billing period if no longer term is agreed. We may change rates for a subsequent renewal by giving direct advance notice of the new rates and their effective date, with reasonable time to decide and cancel before renewal. Any longer notice period or express consent required by law applies. If sufficient notice has not been given, an increase takes effect only at a later renewal after those requirements are met. We honour any longer price protection expressly agreed with you. Usage, quantities and taxes can change your bill. New plans, separately priced features or resubscription use the rates accepted for that purchase. An agreed pass-through formula operates as disclosed in the Order.

10. Renewal, cancellation and refunds

10.1 Renewal. Renewal for the same billing interval applies only where clearly disclosed and agreed. You may stop renewal before it takes effect. We give any legally required reminders.

10.2 Cancellation. Use the account cancellation facility or contact the customer email above from an authorised address. We honour clear requests received before renewal even if processed later, and confirm the effective date. Access normally continues until the paid period ends unless you request earlier closure or have a right to end immediately. Properly incurred charges remain payable.

10.3 Refunds. Fees for a commenced billing period are not refunded solely because you stop using the Services or cancel renewal, except as required by law, these terms or your Order. Refunds for billing errors, service failures and other applicable remedies remain available. Refunds owed are made without undue delay, subject to mandatory deadlines.

10.4 Withdrawal rights. Where applicable law grants a cooling-off or withdrawal right, contact us with your purchase details and decision to withdraw within the applicable period. We provide required information and process the request under that law. Any consent or acknowledgment required for immediate performance or loss of a withdrawal right must be obtained separately.

11. Changes, updates and availability

11.1 Updates. We may release updates for functionality, compatibility or security. Automatic installation uses mechanisms you authorise. You are responsible for installing updates reasonably needed to keep your installation supported and secure. We identify material compatibility changes and meet mandatory update duties.

11.2 Service changes. We may change Services for genuine technical, security, legal or operational reasons or to improve them. For changes materially reducing a paid feature or requiring significant action, we give reasonable advance notice explaining the effect and allowing time reasonably needed to respond. Urgent security or legal reasons may require shorter notice, with an explanation as soon as reasonably practicable.

11.3 Material reductions. If we discontinue or materially reduce a paid Service without a reasonably equivalent alternative, you may end the affected Order and receive a proportionate refund for the unused prepaid period. Section 11.2's notice requirements apply, together with any mandatory notice or switching duties. We do not use discontinuation to bypass an existing price commitment. Existing free local rights continue.

11.4 Availability and support. We use reasonable care and skill in providing the Services. No particular uptime, support deadline, future feature or model is promised unless expressly agreed. Purchased-feature commitments and mandatory rights remain.

11.5 Previews. Clearly identified experimental, preview or beta features may change or be withdrawn. We disclose different charges or data handling before activation. Confidentiality and data-protection obligations continue to apply.

12. Results, warranties and remedies

12.1 Results. Results may be incomplete, inaccurate or outdated. Verify relevant source material and test changes before relying on them. RepoQL does not certify security, legal

compliance or fitness for a particular deployment and does not replace required professional judgement.

12.2 Paid Services. We provide paid Services with reasonable care and skill and substantially in accordance with the material features in your Order. If we fail, tell us; we take reasonable steps to remedy the failure within a reasonable time. If a material failure cannot be remedied, you may terminate the affected Order and receive a proportionate refund for its unused prepaid period. Other applicable remedies remain available.

12.3 Business warranties. For business customers, we exclude implied warranties, conditions and guarantees to the extent legally permitted, except for express commitments in this agreement. We do not promise uninterrupted or error-free operation, complete defect detection, unique results or freedom from third-party rights. Express confidentiality, security and processing obligations remain enforceable.

13. Business liability limits

13.1 Scope. This section applies to business purchases and to claims in contract, tort including negligence, statute or otherwise, to the extent permitted by law. It does not limit consumer rights or remedies under section 16.

13.2 Loss categories. Neither party is liable to the other for indirect or consequential loss, or loss of profit, revenue, anticipated savings, business opportunity or goodwill. Reasonable direct costs of restoring or reconstructing data, containing a security incident and making legally required notifications are not excluded merely because they arise from a data or confidentiality breach. They remain subject to the applicable cap and must otherwise be legally recoverable.

13.3 General cap. Subject to section 13.5, each party's aggregate liability under or in connection with this agreement, including section 7, section 8 and any applicable DPA, is limited to the greater of: (a) fees paid or payable by you for the affected Services in the 12 months before the first event giving rise to the claim; and (b) NZ$100. Connected events count as one event and do not create separate caps.

13.4 Combined claims. The cap in section 13.3 applies across the agreement and any applicable DPA together; confidentiality or data-protection claims do not create a separate or

higher cap. Mandatory transfer terms and expressly agreed variations take priority under section 1.4.

13.5 Exceptions. Sections 13.2–13.4 do not limit fraud, fraudulent misrepresentation, wilful misconduct or liability that cannot lawfully be limited. They do not reduce properly due fees or express refund obligations, restrict regulators' powers or mandatory privacy rights and remedies, or prevent injunctive relief.

13.6 Loss mitigation. Each party takes reasonable steps to minimise recoverable loss. Neither may recover the same loss twice.

14. Suspension and termination

14.1 Suspension. We may proportionately restrict affected Cloud Services for a material security threat, unlawful use, material breach or undisputed overdue fees after notice and a reasonable opportunity to pay. We give notice, reasons and an opportunity to resolve the issue where lawful and practicable; urgent action may be necessary. We restore access when the reason is resolved. A genuine billing dispute with undisputed amounts paid is not itself grounds for suspension.

14.2 Breach. Either party may terminate for a material breach not remedied after written notice and a reasonable opportunity to remedy it, taking account of the breach and its effects. Immediate termination is available for an irremediable material breach or where continuation would be unlawful, without delaying mandatory remedies. A local-licence termination must relate to a material licence breach; an unrelated cloud billing dispute does not end free local rights.

14.3 Non-renewal and other ending. You may cancel under section 10. We may decline renewal on reasonable advance notice. We may end a paid commitment early only as expressly permitted by this agreement or law; where we do so without your material breach, we refund fees for the unused prepaid period. Free cloud or preview access may end on reasonable notice, subject to mandatory law and agreed commitments. Free local rights remain under section 3.3.

14.4 Consequences. Affected cloud access ends and properly incurred charges remain payable. If a licence is validly terminated, stop using and delete the affected proprietary Software except

copies retained by law and independently licensed components. Section 8 and any DPA govern return and deletion; a payment dispute does not permit withholding a legally required return.

14.5 Survival. Accrued payments and refunds, ownership, permitted results use, confidentiality, data-handling duties, liability and dispute provisions survive as needed to give them effect. A continuing local licence remains subject to its original terms.

15. Changes to these terms

15.1 Notice. We may propose changes for legal, security, service or operational reasons. For a material change affecting existing use, we give reasonable advance notice with its effect and proposed date, allowing a reasonable opportunity to consider it. Shorter notice applies only where legally necessary. Changes do not apply retrospectively to accrued claims, agreed charges or completed conduct.

15.2 Existing commitments. Material changes during a committed paid period require your agreement unless required by mandatory law. We present material renewal changes before renewal and obtain agreement where required. You may decline and stop renewal without penalty. If a mandatory mid-period change materially disadvantages you, you may end the affected Service and receive a proportionate unused-period refund. Existing-version free local rights remain.

15.3 Other documents. A website edit alone does not authorise new charges, new content uses or reduced confidentiality or data protections. Changes remain subject to this agreement and applicable consent requirements.

16. Consumer rights

Nothing in this agreement excludes or restricts rights or remedies that cannot lawfully be excluded or restricted, including those under New Zealand's Consumer Guarantees Act 1993 and Fair Trading Act 1986, Australia's Australian Consumer Law and other applicable mandatory law.

Business liability caps and business warranty exclusions do not apply where you are a consumer under the applicable law. Your status depends on that law and your circumstances, not the plan name. Mandatory court, tribunal and complaint rights remain available.

These standard terms do not contract out of the New Zealand Consumer Guarantees Act for business transactions. Any lawful contracting-out arrangement must be separately and expressly agreed in writing.

17. Disputes and general provisions

17.1 Disputes. Contact us with the relevant facts and outcome sought. Both parties try in good faith to resolve disputes, without delaying urgent relief or restricting statutory rights or limitation periods.

17.2 Governing law. New Zealand law governs. New Zealand courts have exclusive jurisdiction for business disputes, without preventing urgent protective relief elsewhere. Mandatory consumer protections and rights to use other competent courts or tribunals are preserved.

17.3 Notices. Send notices to our customer email or address above. We send contractual notices to the relevant account or authorised administrator's email, with any additional delivery required by law. Keep contact details current. A known delivery failure does not establish delivery. Court documents follow applicable service rules.

17.4 Transfer. Neither party may transfer this agreement without consent, not unreasonably withheld. A transfer with a genuine merger, reorganisation or sale is permitted if the successor assumes the obligations, data and confidentiality protections continue, and the other party's rights are not materially reduced. The transferring party gives notice; mandatory rights remain.

17.5 Events beyond control. Neither party is responsible for delay caused by an event beyond its reasonable control that reasonable precautions could not avoid. It must notify the other, mitigate the effect and resume performance. This does not excuse preventable security failures or override accrued payments, refunds or mandatory rights. If a material paid Service remains unavailable for longer than reasonable in the circumstances, you may terminate the affected Order and obtain a proportionate unused-prepayment refund.

17.6 General. Unenforceable provisions do not invalidate the remainder where it can lawfully continue. Failure to enforce is not a waiver. This agreement creates no partnership, employment or agency relationship or third-party enforcement rights except as required by law or mandatory transfer terms. Unaccepted purchase-order boilerplate does not amend it. It does not exclude liability for fraud or misleading representations protected by law.

17.7 Contact. For account, cancellation and contractual enquiries, use the customer contact above. For personal-information requests, contact **support@repoql.ai**.