MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THIS "**AGREEMENT**") IS ENTERED INTO BETWEEN FIREBOLT ANALYTICS INC. (OR IF YOU ARE LOCATED OUTSIDE THE UNITED STATES – FIREBOLT ANALYTICS IRELAND LTD.) ("**PROVIDER**") AND THE CUSTOMER LISTED ON THE ORDER TERMS ("**ORDER TERMS**") WHEREBY CUSTOMER PURCHASES A SUBSCRIPTION TO THE PROVIDER CLOUD-BASED DATA WAREHOUSE SERVICE WHICH ENABLES THE STORING, PROCESSING AND ANALYZING OF BUSINESS DATA RECEIVED FROM MULTIPLE SOURCES (THE "**SERVICE**").

CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS AND ALSO BY CONTINUING TO USE THE SERVICE. IF THE PERSON ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

The "**Effective Date**" of this Agreement is the date which is the earlier of Customer's initial access to the Service or the effective date of the first Order Terms or Reseller Order Terms (defined below), as applicable, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by the Customer that reference this Agreement.

The parties hereby agree as follows:

1. **LICENSES**

    1.1. **Access Rights**. Provider hereby grants Customer, during the Term (defined below), a limited, non-transferable and non-exclusive license for Customer's employees and third-party consultants ("**Authorized Users**") to use and access the Services in accordance with the use parameters described in the Order Terms and Documentation, solely for Customer's internal business purposes consistent with the terms and conditions of this Agreement. "**Documentation**" shall mean the reference, administrative and user manuals, made available by Provider to Customer with the Service. Documentation shall not include marketing materials.

    1.2. **Administration.** Provider will issue to one Authorized User ("**Administrator**") an individual logon identifier and password ("**Administrator's Logon**") for purposes of administering the Services. Using the Administrator's Logon, the Administrator shall assign each remaining Authorized User a unique logon identifier and password and assign and manage the business rules that control each such Authorized User's access to the Services.

    1.3. **Customer Data.** "**Customer Data**" means any data or data files of any type that are uploaded and stored by or on behalf of Customer in a data repository that is within an account owned and controlled by Provider with a cloud service provider. Customer hereby grants Provider a worldwide, limited-term license to process the Customer Data via the Service in accordance with instructions provided by Customer. Subject to the limited license granted herein, Provider acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to the Customer Data.

    1.4. **Feedback.** Customer grants to Provider and its affiliates a worldwide, perpetual, irrevocable, royalty-free, transferrable license to use and incorporate into the Service

any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of the Service.

1.5. **Restrictions.** Customer and its Authorized Users shall be prohibited from and will not: (a) sell, lease, license or sublicense the Service, or include the Service in a service bureau or outsourcing offering; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any software included in the Service; (c) provide, disclose, divulge or make available to, or permit use of the Service by, any third party (except as expressly provided for herein); (d) copy or reproduce all or any part of the Service (except as expressly provided for herein); (e) knowingly interfere, or attempt to interfere, with the Service in any way; (f) use the Service to engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use of the Service; (g) knowingly introduce into or transmit through the Service any virus, worm, trap door, back door; (h) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (i) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Service; (j) attempt to gain unauthorized access to the Service or its related systems or networks, or permit direct or indirect access to or use of the Service in a way that circumvents a contractual usage limit, or access the Services in order to build a competitive product or service; or (k) host, provide, or develop software to intercept, emulate or redirect the Service in any way, or create, use or maintain any unauthorized connections to the Service. In addition, Customer may not access the Services for purposes of monitoring their availability, performance or functionality.

1.6. **User-Defined Function (UDF) Feature**. Customer acknowledges and agrees that the Service includes a feature enabling Customer and its Authorized Users, at no additional charge, to execute any Python code, owned or licensed by Customer, within a sandboxed, tenant-isolated server environment, at no additional charge, to execute any Python code, owned or licensed by Customer (the "**UDF Service**"). Customer shall bear sole and exclusive responsibility for ensuring that its utilization of any proprietary or third-party software or Customer Data within the UDF Service is in full compliance with all applicable third-party licenses, laws and regulations, including privacy laws and regulations. Without limiting the generality of the foregoing sentence, Provider shall have no liability or responsibility for Customer's and/or its Authorized Users' infringement of third-party intellectual property (including privacy) rights, misappropriation or misuse of third-party intellectual property, or violation of any applicable laws or regulations arising out of or in connection with Customer's use of the UDF Service.

Provider reserves the right to monitor Customer's usage of the UDF Service to verify compliance with the terms of this Agreement. Customer acknowledges and agrees that it is Provider's policy to respect the legitimate rights of copyright and other intellectual property owners, and that Provider will respond to clear notices of alleged copyright infringement in accordance with Provider's Copyright Policy, which may be viewed at Copyright Policy

2. <u>RESPONSIBILITIES</u>

2.1. **Provision of Service.** Provider will (a) make the Service available to Customer pursuant to this Agreement and the Order Terms, (b) provide Provider standard Customer Support, as described on Schedule A, attached hereto) for the Service to

Customer at no additional charge, and/or upgraded support (if made available by Provider and purchased by Customer), and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give at least 8 hours electronic notice and which Provider shall schedule to the extent practicable during the weekend hours between 6:00 pm Friday and 8:00 am Monday UTC time), and (ii) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, an act of god, act of government, flood, general health crisis, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Provider's employees), Internet or cloud service provider failure or delay, non-Provider application, or denial of service attack (each a "**Force Majeure Event**").

2.2. **Protection of Customer Data.** Provider will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of the Service, as described in Provider's security documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Customer Data by Provider personnel except (a) to provide the Service and prevent or address service or technical problems, (b) as compelled by law, or (c) as Customer expressly permits in writing. However, Customer acknowledges that Customer and the applicable cloud service provider are responsible for the security of the Customer Data as such data resides in Customer's account with the applicable cloud service provider.

2.3. **Professional Services.** Customer may order from Provider professional services that are beyond the scope of the Service, such as configuration, customization and data entry services, pursuant to the terms set forth in the Order Terms ("**Professional Services**"). No Service license purchases are contingent on any Professional Services. Customer shall have a license right to use any deliverables (including any documentation, code, software, training materials or other work product) delivered as part of the Professional Services ("**Deliverables**") solely in connection with Customer's licensed use of the software, subject to all the same terms and conditions as apply to customer's software license (including in Section 1.5 (Restrictions), the Provider Professional Services Agreement attached hereto as **Schedule B**, and subject to any additional terms and conditions provided with the Deliverables. Customer may order Professional Services under Order Terms or a mutually executed Statement of Work ("**Professional Services SOW**") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Customer will reimburse Provider for reasonable travel and lodging expenses as incurred. Professional Services shall be charged in accordance with the applicable Professional Services SOW. Each Professional Services SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a Professional Services SOW, the former shall prevail, unless and to the extent that the Professional Services SOW expressly states otherwise. The Professional Services will be performed by Provider and/or its affiliates. Provider may subcontract Professional Services (in whole or in part) to a third-party contractor, and Provider shall remain primarily responsible for such contractor's performance of the Professional Services.

2.4. **Customer Responsibilities.** Customer will (a) be responsible for Authorized Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired the Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Provider promptly of any such unauthorized access or use, (d) use the Service only in accordance with the Documentation and applicable laws and government regulations, and (e) obtain and maintain all equipment and components necessary for Customer's use of the Service.

3. **FEES; PAYMENT TERMS**

3.1. **Fees.** In consideration of the rights to the Service granted in this Agreement,

Customer shall pay the fees specified in the Order Terms. Customer will provide Provider with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Provider. If Customer provides credit card information to Provider, Customer authorizes Provider to charge such credit card for the Service as listed in the Order Terms for the initial subscription term and any renewal subscription term(s). Additionally, payments may be made via third-party platform or gateway providers. Certain such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Terms, and other usage fees will be charged in arrears. If the Order Terms specify that payment will be by a method other than a credit card, Provider will invoice Customer in advance and otherwise in accordance with the relevant Order Terms. Unless otherwise stated in the Order Terms, invoiced charges (as opposed to credit card charges) are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Provider and notifying Provider of any changes to such information. Late payments will incur interest in an amount equal to the lesser of 1.5% per month or the maximum allowable under applicable law. Payment obligations are non-cancelable, and fees paid are non-refundable. All payments shall be in U.S. dollars. Customer shall reimburse Provider for any costs of collection, including reasonable attorneys' fee, incurred collecting from Customer overdue fees. The fees due for any pay-as-you-go model shall be based on the then current price list of the Company found at https://www.firebolt.io/pricing as updated therein from time to time.

3.2. Taxes. All fees quoted or specified on the Order Terms do not include, and Customer will pay or reimburse Provider for, any applicable sales tax, use tax, and value added taxes (VAT) or other taxes which are levied or imposed by reason of the performance by Provider under this Agreement, excluding income taxes. If Customer is a tax-exempt organization and is not obligated to pay taxes arising out of this Agreement, Customer will provide Provider with any required documentation to verify its tax-exempt status with the applicable taxing authorities. If Customer is required by any authority to withhold taxes, then, after such withholding, the amount invoiced shall be deemed increased to the original amount invoiced prior to the withholding.

3.3. Future Functionality. Customer agrees that Customer purchase of the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Provider regarding future functionality or features.

4. LIMITED WARRANTIES

4.1. Customer Warranty. Customer represents, warrants, and covenants to Provider that: (a) it has the authority to enter into this Agreement and perform its obligations hereunder; and (b) it and its Authorized Users will only use the Service for lawful purposes and will not use the Services to violate any law of any country or the intellectual property rights of any third party.

4.2. Provider Warranty. Provider warrants that: (a) Provider has the authority to enter into this Agreement and (b) the Service will substantially operate and conform to the Documentation.

4.3. Disclaimer. EXCEPT AS SET FORTH IN SECTION 4.2, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED REGARDING OR RELATING TO ANY PORTION OF THE SERVICE, THE UDF SERVICE, OR ANY OTHER MATTER COVERED BY THIS AGREEMENT. PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROVIDER DOES NOT GUARANTEE THAT CUSTOMER'S ACCESS TO THE SERVICE, INCLUDING THE UDF SERVICE, WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED. PROVIDER SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND

ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS WITH WHOM CUSTOMER SEPARATELY CONTRACTS. PROVIDER DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY APPLICATIONS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

5. <u>LIMITATION OF LIABILITY</u>

IN NO EVENT WILL PROVIDER OR ITS PARTNERS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF OR DAMAGE TO ANY CONTENT OR DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ALLEGED AS A BREACH OF CONTRACT, TORT OR OTHER FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES OF ANY KIND WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT DURING THE 6 MONTHS PRECEDING THE DATE ON WHICH A CLAIM FIRST ACCRUES.

6. <u>CONFIDENTIAL INFORMATION; DATA PROTECTION</u>

6.1. Confidentiality. "**Confidential Information**" shall mean all information that is identified as confidential at the time of disclosure by the disclosing party or should be reasonably known by the receiving party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All Provider technology and the terms and conditions of this Agreement (including pricing) will be deemed Confidential Information of Provider without any marking or further designation. Confidential Information shall not include information that the receiving party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without reliance on the disclosing party's Confidential Information. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Confidential Information may only be disclosed on a need-to-know basis to the receiving party's employees and financial and legal advisors that are bound by confidentiality restrictions no less protective that as provided under this Agreement. The receiving party may only use the disclosing party's Confidential Information for the purpose of the performance of this Agreement. Confidential Information will not include information that is required to be disclosed by order of a court or other governmental entity; provided no less than ten days' notice is given to the disclosing party so that such party may obtain a protective order or other equitable relief, subject to compliance with applicable law by the receiving party. Additionally, the Privacy Policy posted on the Provider website shall apply to information obtained by Provider during the performance of the Service. The receiving party acknowledges that disclosure or improper use of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure or improper use by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6.2. HIPAA Data. Customer agrees not to upload to the Service any HIPAA Data unless Customer has entered into BAA with Provider. Upon mutual execution of the BAA,

the BAA is incorporated by reference into this Agreement and is subject to its terms. "**BAA**" means a business associate agreement governing the parties' respective obligations with respect to any HIPAA Data uploaded by Customer to the Service in accordance with the terms of this Agreement. "HIPAA" means the Health Insurance Portability and Accountability Act, as amended, and supplemented. "**HIPAA Data**" means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

6.3. **Data Privacy.** Customer hereby warrants and represents that it will (i) provide all appropriate notices, (ii) obtain all required informed consents and/or have any and all ongoing legal bases, and (iii) comply at all times with any and all applicable privacy and data protection laws and regulations (including, without limitation, the EU General Data Protection Regulation ("**GDPR**")), for allowing Provider to use and process the data in accordance with this Agreement (including, without limitation, the provision of such data to Provider (or access thereto) and the transfer of such data by Provider to its affiliates, subsidiaries and subcontractors, including transfers outside of the European Economic Area), for the provision of the Service and the performance of this Agreement.

The parties shall comply with the DPA, which is incorporated herein by this reference and except as expressly stated therein, shall not be modified except by mutual written agreement of the parties. "**DPA**" means the Data Processing Addendum located at https://www.firebolt.io/DPA on the Effective Date of this Agreement.

In the event Customer fails to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, and/or fails to return an executed version of the DPA to Provider, then: (a) to the maximum extent permitted by law, Customer shall be solely and fully responsible and liable for any such breach, violation, infringement and/or processing of personal data without a DPA by Provider and Provider's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); and (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of personal data without a DPA, Customer shall defend, hold harmless and indemnify Provider and Provider's affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys' fees.

6.4. **Service Data**. Notwithstanding anything to the contrary in this Agreement, Provider may collect and use Service Data to develop, improve, support, and operate its products and services. Provider may not share any Service Data that includes Customer's Confidential Information with a third party except (i) in accordance with the confidentiality provisions of this Agreement, or (ii) to the extent the Service Data is aggregated and anonymized such that Customer and Customer's users cannot be identified. "**Service Data**" means query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Service.

7. <u>PROPRIETARY RIGHTS</u>

Except for the license granted in Section 1, no right title or interest of intellectual property or other proprietary rights in and to the Service made available under this Agreement is transferred to Customer hereunder. Provider and its third-party licensors retain all right, title and interests, including, without limitation, all copyright, trademark, patent, and other proprietary rights in and to the Service and all, modifications, enhancements and derivatives thereof. Customer will retain all right, title and interest to the Customer Data and documents created by Customer using the Services.

8. <u>MUTUAL INDEMNIFICATIONS</u>

8.1. Indemnification by Provider. Provider will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided that Customer

(a) promptly gives Provider written notice of the Claim Against Customer, (b) gives Provider sole control of the defense and settlement of the Claim Against Customer (except that Provider may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Provider all reasonable assistance, at Provider's expense. If Provider receives information about an infringement or misappropriation claim related to the Service, Provider may in its discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching the warranties under Section 4.2, (ii) obtain a license for Customer's continued use of the Service in accordance with this Agreement, or (iii) terminate Customer's right to use the Service upon 30 days' written notice and refund Customer any prepaid, unused fees covering the remainder of the Term of the terminated use. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer's breach of this Agreement.

8.2. Indemnification by Customer. Customer will defend Provider against any claim, demand, suit or proceeding made or brought against Provider by a third party (a) alleging that Customer Data, or Customer use of any Service in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law; or (b) arising out of Customer's use of the UDF Service, as described in Section 1.6 (collectively, a "**Claim Against Provider**"), and will indemnify Provider from any damages, reasonable attorney fees and costs finally awarded against Provider as a result of, or for any amounts paid by Provider under a court-approved settlement of, a Claim Against Provider, provided that Provider (i) promptly gives Customer written notice of the Claim Against Provider, (ii) gives Customer sole control of the defense and settlement of the Claim Against Provider (except that Customer may not settle any Claim Against Provider unless it unconditionally releases Provider of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

8.3. Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. <u>TERM AND TERMINATION</u>

9.1. Term. The initial term of this Agreement shall be the term specified on the Order Terms. After expiration of the initial term specified on the Order Terms the Customer's subscription to the Services shall automatically renew for successive one-year periods (the initial term and each renewal term, a "**Term**") unless either party provides written notice of non-renewal at least 30 days prior to commencement of the applicable renewal term. To the extent Customer enters into a proof of concept ("**POC**") and/or any evaluation period with Provider, and Customer does not provide a written request to enter a paid subscription, the Agreement, including any Service, will terminate immediately upon termination and/or expiration of the POC/evaluation, without any obligation and/or liability on Provider.

9.2. Termination by Provider. Provider shall have the right, upon notice to Customer, to suspend the Service and/or terminate this Agreement and/or the relevant Order Form if: (a) Customer fails to pay Provider any amount due hereunder and such failure to pay is not cured within 30 days following Provider's notice to Customer of such breach; (b) Customer materially breaches any term or condition of this Agreement, provided such breach is not cured by Customer within 30 days following

Provider's notice to Customer of such breach; or (c) Customer (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets, or (iv) has stopped using the EC2 usage for at least 30 days.

9.3. Termination by Customer. Customer will have the right, upon notice to Provider, to terminate this Agreement if Provider is in material breach of this Agreement and Provider fails to remedy such material breach within 30 days of its receipt of such notice or Provider (i) terminates or suspends its business activities; (ii) liquidates all or a substantial portion of its assets for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority to effect such liquidation of assets; or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes to effect such liquidation of assets.

9.4. Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 9.3, Provider will refund Customer any prepaid, unused fees. If this Agreement is terminated by Provider in accordance with Section 9.2, Customer will pay any unpaid fees covering the Service. In no event will termination relieve Customer of Customer's obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

9.5. Data Extraction. Subject to Section 9.1, upon any termination and for a period of 30 days thereafter, Customer may request in writing (email shall suffice) and Provider shall provide Customer with account access so that Customer may download a copy of the data that have been uploaded or otherwise saved to the database provided as part of the Service subscription purchased by Customer under this Agreement. After 30 days from termination of the Agreement, Provider may delete all data/files. In addition, and without derogating from the DPA, should you seek to have us retain your data/files for a longer period following termination of this Agreement, you may request that we do so, prior to the termination or expiration of this Agreement, or within 30 days thereafter, and subject to your payment of an addition fee to be paid by you in advance, which fee shall be set by us in our sole discretion.

9.6. Survival. Any provisions necessary to interpret the respective rights and obligations of the parties hereunder shall survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration.

10. GOVERNING LAW; VENUE

For US customers purchasing from Firebolt Analytics, Inc.: This Agreement will be governed by the laws of the State of California, excluding its rules regarding conflicts of law. Venue for any dispute hereunder shall be a court of competent jurisdiction located in San Francisco County, California, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

For NON-US customers purchasing from Firebolt Analytics Ireland Ltd.: This Agreement will be governed by the laws of England, excluding its rules regarding conflicts of law. Venue for any dispute hereunder shall be a court of competent jurisdiction located in London, England, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

11. FEDERAL GOVERNMENT END USER PROVISIONS

Provider will provide the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary

commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Provider to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

12. EXPORT COMPLIANCE

The Service and other technology Provider makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

13. ASSIGNMENT

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, that Provider may assign this Agreement in its entirety, without Customer's consent to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its equity or assets.

14. RESELLER ORDERS

Customer may procure the Service directly from a reseller pursuant to a separate agreement that includes the Reseller Order Form and other commercial terms (a "**Reseller Arrangement**"). Provider will be under no obligation to provide the Service to Customer under a Reseller Arrangement if it has not received a Reseller Order Form for Customer. A reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Provider or in any way concerning the Service. If Customer procured the Service through a Reseller Arrangement, then Customer agrees that Provider may share certain Service Data with reseller related to Customer consumption of the Service. "**Reseller Order Form**" means a duly signed ordering document between a reseller and Customer that references this Agreement and the Service being provided by Provider pursuant to this Agreement and pricing and payment terms determined by the reseller. For clarity, Provider is not a party to the Reseller Order Form.

15. AGREEMENT CHANGES

From time to time, Provider may modify this Agreement. Unless otherwise specified by Provider, changes become effective for Customer after the updated version of this Agreement goes into effect. Provider will use reasonable efforts to notify Customer of any material adverse changes through communications via Customer's account, email or other means.

16. USE OF CUSTOMER NAME

Customer agrees that Provider may use Customer's name and may disclose that Customer is a Customer of Provider products or services in advertising, press, promotion and similar public disclosures; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that Customer in any way endorses any Provider products without prior written

permission from Customer.

17. **<u>GENERAL PROVISIONS</u>**

Provider and Customer are independent contractors. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing. Excluding payment obligations, neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to a Force Majeure Event (defined in Section 2.1 hereof). The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. No purchase order or any hand-written or typewritten text on a purchase order which purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by Provider or Customer) are objected to and shall have no force or effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. This Agreement will not create any right or cause of action for any third-party beneficiary or any other third party. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

Schedule A

Capitalized terms not otherwise defined in this Schedule shall have the meaning ascribed to them in the Agreement.

Customer Support Terms

These Support Terms set forth the terms, conditions, and procedures under which maintenance and support ("**Support**") is offered for the Service during the Term of the Customer's subscription.

Support will consist of: (i) email and portal-based support; (ii) correction of errors to keep the Service in conformance with the Documentation; and (iii) updated versions of the Service provided by Provider to its general customer base of subscribers at no additional charge. Support will not include: (i) set-up, installation, or configuration of hardware and software required for Customer to access the Service; or (ii) consultation, error correction, or research with respect to Customer-created documents and information.

Problem Resolution

The severity level of the problems reported by Customer shall be reasonably determined by Provider. Provider will resolve each reported error or issue with the Service by using commercially reasonable efforts to provide: (i) a patch or fix as necessary; or (ii) a reasonable workaround for the error or issue; or, if either (i) or (ii) are not reasonably practicable, a specific action plan regarding how Provider intends to address the reported error or issue and an estimate on how long it may take to correct or workaround the error or issue. Customer agrees to use commercially reasonable efforts to assist and provide information to Provider as required to resolve errors or issues with the Services reported by Customer. If a permanent repair cannot be made, a temporary resolution (bypass and recovery) will be implemented to the extent possible.

Support covers any issue or problem that is the result of a verifiable, replicable error (Customer will use all reasonable means to verify and replicate) in the Service ("**Verifiable Provider Issue**"). An error will be a Verifiable Provider Issue if it constitutes a material failure by the Service to function in accordance with the Documentation included in the Service. If Technical Support reasonably determines that Customer's problem is not caused by Provider or its systems, equipment, or software, Provider is not obligated to provide support under this Agreement. Nevertheless, Provider will, if possible, offer suggestions as to how Customer can remedy the problem. If Provider determines that the issue was not the result of a Verifiable Provider Issue, Provider may offer to provide for out-of-scope professional services at Provider's then current rates upon its standard terms to address the issue.

Additional Support

Technical Support may also determine that Customer's request is a request for "Additional Support." Additional Support is any assistance not covered above. Examples of Additional Support include substantive questions regarding data or results, requests for Service customization, specialized training regarding use of the Service, custom documentation, and consulting. If Provider believes that it can appropriately and effectively provide the requested services, it will offer do so at its then-current rates upon its standard terms.

Customer Responsibilities

Customer's representative shall initiate all requests for Support. The representative must be trained, qualified, and authorized to communicate all necessary information, perform diagnostic testing under the direction of the Provider service representative and be available during the performance of any Support if required.

Service Level Agreement

This Service Level Agreement ("**SLA**") shall apply to Provider's to the Service during the Term of the Customer's subscription. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. Availability.

a. Formula. The Service will, subject to the exceptions listed below, be available 99.9% of the time during each calendar month from the time that the Services go-live in Customer's production environment (referred to herein as the "**Availability Commitment**"). The availability of the Service for a given month will be calculated according to the following formula (referred to herein as the "**Availability**):

Where: Total minutes in the month = TMM
Total minutes in the month the Service is unavailable = TMU

And: ((TMM-TMU) X 100)/TMM

b. For purposes of this calculation, the Service will be deemed to be unavailable (referred to herein as "**Unavailable**") only (i) if the Service does not respond to HTTP requests issued by Provider's monitoring software, or (ii) for the duration of a Severity-1 Error. A "**Severity-1 Error**" shall mean that the Service suffers an error or issue in a production down situation which cannot be reasonably circumvented, and which so substantially impairs the performance of the Service or any components of the Service, which are critical to the Customer's business, as to effectively render them unusable. Further, the Service will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 2 of this SLA. Provider's records and data will be the basis for all SLA calculations and determinations.

c. Maintenance performed at Customer's request outside of the normally scheduled maintenance will not be considered an outage.

2. Exceptions

a. The Service will not be considered Unavailable for any outage that results from any planned maintenance performed by Provider during Provider's standard maintenance windows which occur between 6:00 pm Friday and 8:00 am Monday UTC time (referred to herein as "**Scheduled Maintenance**").

b. The Service will not be considered Unavailable for any outage unavailability of the Service due to (a) Customer's information content or application programming, acts or omissions of Customer or its agents; (b) a Force Majeure Event or other delays or failures due to circumstances beyond Provider's reasonable control that could not be avoided by its exercise of due care; or (c) failures of Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability outside of the Provider network.