MATTERMOST, INC. SOFTWARE AND SERVICES LICENSE AGREEMENT
(Version posted as of January 12, 2023)

IMPORTANT – READ CAREFULLY. THIS MATTERMOST SOFTWARE AND SERVICES LICENSE AGREEMENT ("AGREEMENT") SETS FORTH THE LEGAL TERMS AND CONDITIONS WHICH GOVERN THE RELATIONSHIP BETWEEN YOU ("LICENSEE" OR "YOU") AND MATTERMOST, INC. ("MATTERMOST") AND THE RELATED TERMS AND CONDITIONS APPLICABLE TO THE PRODUCT MATERIALS YOU DOWNLOAD OR ACCESS. BY AGREEING TO THIS AGREEMENT OR ACCESSING THE PRODUCT MATERIALS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE EARLIER OF THE DATE YOU ACCESS THE PRODUCT MATERIALS OR AGREE TO THIS AGREEMENT (THE "EFFECTIVE DATE"). IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DELETE AND DESTROY ALL COPIES OF THE PRODUCT MATERIALS IMMEDIATELY.

This Agreement describes the legal framework under which Licensee may license Product Materials and Services from Mattermost. All references in this Agreement to the "sale" or "purchase" (or other similar terms) of any Subscription or Product Materials shall mean the sale or purchase of a license to such Product. Terms not otherwise defined in the text of this Agreement shall have the meanings ascribed to them in Exhibit A.

General Terms and Conditions

1. Orders; Subscriptions; Delivery; Control of the Services; Certain Licensee Responsibilities; Support.

1.1 How to Order; Subscription Models Offered. During the Term of this Agreement and subject to Licensee's compliance with the terms and conditions hereof, including the payment of the applicable fees, Licensee may purchase Product Materials and Support by the parties agreeing to Orders that reference this Agreement. The Subscription models offered may be found at https://mattermost.com/pricing/. For any fee-based Subscription, Licensee will be required to provide billing information.

1.2. Subscriptions. The Product Materials are licensed pursuant to Subscriptions. Subscriptions will be for the term agreed to in an applicable Order ("Subscription Term"). If no term is specified in an Order, the Subscription Term will be one year. Paid Subscriptions will automatically renew for successive terms (the same length as the Subscription Term) at Mattermost's then-current fees unless Licensee provides written notice of non-renewal to Mattermost at least thirty days prior to the end of the then-current term of the applicable Subscription. Subscriptions may be either Cloud Edition or On-Premise.

1.3 Electronic Delivery. All Product Materials (including Updates) licensed by Licensee pursuant to this Agreement will be delivered electronically to Licensee (such as by electronic mail, file transfer or other means of electronic transmission, or by giving Licensee access to such Product Materials) and will be deemed accepted upon Delivery. In the case of a renewal of a Subscription, Licensee acknowledges and agrees that there is no delivery requirement for such renewal. Such renewals shall be deemed Delivered on the first day of the then-current renewal term of the applicable Subscription.

1.4 Control of the Services. The method and means of providing the Services shall be under the exclusive control and management of Mattermost. Mattermost will provide and operate the Services in a professional and commercially reasonable manner in accordance with applicable law. Each party shall retain sole responsibility for such party's information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by such party or through the use of third-party services.

1.5 Certain Licensee Responsibilities. In the case of Cloud Edition Subscriptions, Licensee shall provide accurate, current and complete information required to enable its Registered Authorized Users on the Cloud Infrastructure, and will maintain the accuracy of such information during the Use of the Services. Licensee shall require its Registered Authorized Users to maintain proper password security, and to maintain the confidentiality of Licensee's account. Without limiting any other responsibilities Licensee has under this Agreement, Licensee is responsible for the actions of its Registered Authorized Users, of anybody accessing the Cloud Infrastructure using the credentials of any Registered Authorized User, and of any other individuals to whom Licensee has given access to the Services.

1.6 Support. Subject to Licensee's compliance with the terms and conditions of this Agreement, Mattermost will provide support to Licensee as described at https://mattermost.com/support-terms/

2. **Ownership of Intellectual Property; License Grant; Restrictions**.

2.1 Ownership. The Product Materials contain proprietary and confidential information of Mattermost and its licensors. Except to the extent licenses are expressly granted hereunder, each party and each party's licensors, respectively, retains all right, title and interest in and to all patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets in and to that party's respective products and services. Mattermost retains all right, title and interest in and to any work product created by Mattermost in the course of providing Product Materials, Service or Support under this Agreement, and to all suggestions, ideas, enhancement requests, feedback, code, recommendations or other information provided by Licensee or any third party relating to the Licensed Software, which are hereby assigned to Mattermost. In addition, any additional system software, and the content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to Mattermost's website are protected under applicable copyrights, trademarks and other proprietary rights. The use, copying, redistribution, use or publication by Licensee of any such parts of the website, Product Materials or the Services, except as expressly authorized by this Agreement, is prohibited.

2.2 License Grants.

a. License Grant to Mattermost Proprietary Code. Subject to and in consideration of Licensee's compliance with the terms and conditions of this Agreement, Mattermost hereby grants to the Licensee, solely during the applicable term specified in an Order, a royalty free, limited, non-exclusive, non-transferable (except as otherwise expressly set forth in this Agreement) and non-sublicensable license to: (i) in the case of an On-Premise Subscription install, run and Use the Mattermost Proprietary Code for the number of Registered Authorized Users of the Licensed Software for which Licensee has a current subscription; (ii) in the case of Cloud Edition Subscription, access and use the Mattermost Proprietary Code via the Internet address provided to Licensee by Mattermost; and (iii) use the Documentation, training materials or other materials supplied by Mattermost to enable such licensed rights.

b. License Grant to Licensed Software Under a Public Software License. Any software code contained in the Licensed Software which is licensed under a Public Software License will be licensed to Licensee under the terms and conditions of the third-party license applicable to such software code, including license terms or conditions included in source code headers, "license" or "copying" file, or the like that may be associated with the software code. In each such case, Licensee's licensed rights to such software code are determined by the applicable Public Software License, not this Agreement. Mattermost does not seek to restrict, or receive compensation for, the act of copying or redistributing publicly licensed code which is otherwise freely redistributable to third parties (and not otherwise restricted by federal trademark or other laws). To the extent the terms of any applicable Public Software License require Mattermost to make an offer to provide source code or related information, such offer is hereby made. Any request for source code or related information should be directed only to subscribers@mattermost.com.

c. Copies. In the case of On-Premise Subscriptions, Licensee shall be entitled to make such back-up copies ("Backup Copies") of the Product Materials as shall be consistent with its usual policies for backup of its internal data. Any such Backup Copies shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Product Materials. Backup Copies shall at no time be stored in a manner enabling them to be directly executed.

d. Licensee Data; License Grant from Licensee. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Licensee Data. In the case of a Cloud Edition Subscription, Licensee hereby grants to Mattermost a non-exclusive, transferable and sublicensable (solely as set forth herein), worldwide, royalty free license to store, record, transmit, distribute, maintain and display the Licensee Data as reasonably required to operate and provide the Services.

2.3 License Restrictions. Licensee (and its Registered Authorized Users) shall not remove from the Product Materials, alter or obscure in the Product Materials, any of Mattermost's (or its licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Mattermost's (or its licensors') ownership or contributions. Additionally, Licensee agrees to reproduce and include Mattermost's (and its licensors') proprietary and copyright notices on any copies of the Product Materials, or on any portion thereof. Licensee further agrees that it (and its Registered Authorized Users) will not without express written permission of Mattermost: (a) reverse compile,

disassemble, decompile or engineer, copy, modify or adapt the whole or any part of the Product Materials; (b) make the Product Materials or Services available to, or use the Product Materials or Services for the benefit of, anyone other than Licensee or Licensee's customers; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Product Materials or Services, or include any Product Materials or Services in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the Product Material or Services in a way that circumvents a contractual usage limit; (e) copy the Product Materials or Services or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement; (f) frame or mirror any part of the Services, other than framing on Licensee's own intranets or otherwise for its own internal business purpose; or (g) access or use any Product Materials or Services in order to build a competitive product or service. Licensee further agrees to not exceed the allotment of data storage space paid for by Licensee, and Licensee acknowledges that exceeding such allotment could cause Service disruption.

In addition, with respect to Cloud Edition Subscriptions, Licensee agrees that it (and its Registered Authorized Users) will not (a) access the Services for or upload to the Cloud Infrastructure anything unlawful, misleading, malicious or discriminatory; (b) work around any technical limitations in the Cloud Infrastructure, use any tool to enable features or functionality that are otherwise disabled in the Cloud Infrastructure; (c) perform or attempt to perform any actions that would interfere with the proper working of the Cloud Infrastructure or prevent access to or use of the Cloud Infrastructure by Mattermost's other licensees or customers (including but not limited to any form of dedicated denial-of-service scheme or over-burdening a targeted server with ping requests); (d) upload or transmit to the Cloud Infrastructure any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or intercept the normal operation of the Cloud Infrastructure; or (e) access or attempt to access any accounts or data on the Cloud Infrastructure, other than those explicitly belonging to Licensee or provided by Mattermost for Licensee's Use.

3. Fees; Payments.

3.1 Invoicing and Payment. For any paid Subscription where payment is not made by pre-authorized credit card, Mattermost will invoice Licensee in accordance with the relevant Order and this Agreement. Unless otherwise indicated, payment of the License Fee is due within 30 days of Licensee's receipt of an invoice. Licensee may purchase a Subscription which is paid via Licensee's credit card. In such case, Licensee must submit a valid credit card and agree to an initial and recurring Subscription fee. Such charges will be made in advance of each Subscription Term, and Licensee accepts responsibility for all recurring charges until Licensee cancels the applicable Subscription. By subscribing for any paid subscription and providing Mattermost with credit card information, Licensee authorizes Mattermost to charge Licensee's credit card for all Subscriptions and Services licensed by Licensee, including for any renewal term, until such time as Licensee cancels the applicable underlying Subscription. In all cases, Mattermost shall be entitled to reimbursement for any reasonable costs associated with the collection of any past-due balance. Except as provided in Section 4.3, all payments accrued or made under this Agreement are non-cancelable and nonrefundable.

3.2 Taxes. All stated prices are exclusive of any taxes, fees, and duties or other amounts, however designated, and including without limitation value added and withholding taxes that are levied or based upon such charges, or upon this Agreement. Any taxes related to the Product Materials, support, or training purchased or licensed pursuant to this Agreement including, but not limited to, withholding taxes, will be paid by Licensee, or Licensee will present an exemption certificate acceptable to the taxing authorities. Licensee will not be liable for taxes imposed on Mattermost based on Mattermost's income.

3.3 Licensee Usage Report; Additional Users. This Section 3.3 applies to any paid, On-Premise Subscription. No later than 15 calendar days after the end of each calendar quarter during the Term (and after the Term with respect to the final Licensee Usage Report), Licensee shall deliver to Mattermost:

a. a report in writing and certified by an authorized agent of Licensee (the "Licensee Usage Report") stating the actual number of Registered Authorized Users during the just-ended calendar quarter (the "Reporting Period"); and

b. if the number of Registered Authorized Users for such Reporting Period exceeds the number on Licensee's original purchase order, then in addition an amended or additional purchase order for the incremental additional Registered Authorized Users.

The Licensee Usage Report shall include a screenshot (or screenshots, as applicable to document all Registered Active Users) dated the last day of the applicable Reporting Period taken from Licensee's Systems Console and showing the number

of “Total Authorized Users” (referred to herein as “Registered Authorized Users”). If the actual number of Registered Authorized Users for the applicable Reporting Period exceeds the number on Licensee’s original purchase order, then the fees for such Reporting Period will be adjusted accordingly, and Licensee shall pay Mattermost the adjusted balance based on Mattermost’s properly issued invoice.

The additional per-Registered Authorized User fee will be pro-rated based on the number of months left in the applicable subscription term, including all of the months for the calendar quarter applicable to the Licensee Usage Report. No downward adjustments will be made.

4. **Warranty and Disclaimer**.

4.1 Subject to each of the other provisions of this Agreement, Mattermost warrants, solely to Licensee and solely during the term of an applicable Subscription, that (A) it has all rights and licenses necessary for it to perform its obligations and grant the licenses granted hereunder, (B) other than license renewal enforcement tools, it will not knowingly include in the Licensed Software Delivered to Licensee hereunder any computer code or other computer instructions, devices or techniques (including without limitation those known as disabling devices, Trojans, or time bombs) that are intentionally designed to disrupt, disable, or damage the operation of a network, computer program or computer system or any component thereof, and (C) for a period of 60 days after the Licensed Software is initially Delivered to Licensee (the “Warranty Period”), the Licensed Software, when installed properly, will be capable of functioning substantially in accordance with the Specifications.

4.2 The warranty provided in Section 4.1 will not apply if: (i) Licensee fails to notify Mattermost in writing (including by email sent to subscribers@mattermost.com) during the Warranty Period of any such breach; or (ii) Licensee fails to implement all Updates to the Licensed Software made available at no charge to Licensee during the Warranty Period.

4.3 If Mattermost breaches the warranty set forth in Section 4.1, Licensee’s sole and exclusive remedy, and Mattermost’s sole obligation, shall be to remedy such breach as set forth in this Section. At the sole discretion of Mattermost, Mattermost will, at its expense, either: (i) repair or replace the defective Licensed Software to enable it to perform substantially in accordance with the Specifications; or (ii) terminate this Agreement and refund to Licensee the fees paid by Licensee to Mattermost for the defective Licensed Software.

4.4 The Product Materials and Services are not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Product Materials or Services could lead directly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). Accordingly, Mattermost specifically disclaims any express or implied warranty of fitness for High Risk Activities.

4.5 IMPORTANT DISCLAIMERS. EXCEPT AS SET FORTH IN SECTION 4.1, MATTERMOST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ANY OTHER EXPRESS AND ANY IMPLIED WARRANTIES, (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). MATTERMOST DOES NOT WARRANT THAT THE PRODUCT MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT SUCH PRODUCT MATERIALS WILL SUCCEED IN RESOLVING ANY PROBLEM. IN ADDITION, LICENSEE ACKNOWLEDGES THAT THE NATURE OF INTERNET-BASED SERVICE DELIVERY IS SUCH THAT CONFIDENTIALITY AND PERFORMANCE CANNOT BE COMPLETELY ASSURED. MATTERMOST SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY OF LICENSEE DATA, EXCEPT TO THE EXTENT THAT SUCH UNAUTHORIZED ACCESS, USE, CORRUPTION, OR LOSS IS DUE SOLELY TO MATTERMOST’S GROSS NEGLECT OR MISCONDUCT.

5. **Limitation of Liability**.

5.1 Limitation on Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS BASED UPON EITHER PARTY’S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SUBJECT TO SECTION 5.2, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 Certain Damages Excluded Entirely. EXCEPT WITH RESPECT TO CLAIMS BASED UPON LICENSEE'S BREACH OF ITS LICENSED RIGHTS HEREUNDER, IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR LOST REVENUE. IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR ANY PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES INCURRED BY THE OTHER PARTY, WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT, INDIRECT OR OTHER, AND WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 Maximum Liability. EXCEPT WITH RESPECT TO EITHER PARTY'S BREACH OF THE EXEMPTED SECTIONS, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO MATTERMOST UNDER THIS AGREEMENT. THE EXEMPTED SECTIONS ARE: 2.2 (LICENSE GRANT), 2.3 (LICENSE RESTRICTIONS), 3 (FEES; PAYMENTS); 6.5 (INDEMNIFICATION BY LICENSEE), 9 (IMPORT AND EXPORT REGULATIONS), 10.1 (NO PERSONAL DATA) AND 10.2 (PERSONAL PRIVACY).

6. **Indemnities**.

6.1 Indemnification by Mattermost. Subject to each of the other provisions of this Agreement, Mattermost (at its expense) shall (i) defend or (at its option) settle, any claim brought against Licensee by a third party alleging that the Mattermost Proprietary Software infringes as of the date of Delivery the copyright, trademark, or US or EU patent of said third party (a "Claim") and (ii) indemnify Licensee against damages and costs finally awarded against and payable by Licensee in any such Claim.

6.2 Exceptions. Mattermost shall have no liability to Licensee under this Section:

(a) to the extent any Claim is based on or arises from any Product Materials, or any portion or component thereof, that is: (i) not provided directly to Licensee by Mattermost; (ii) modified by a party other than Mattermost and not at Mattermost's direction, to the extent that the alleged infringement would not have occurred in the absence of such modification; or (iii) combined with other products, processes or materials to the extent that the alleged infringement would not have occurred in the absence of such combination;

(b) to the extent Licensee continues allegedly infringing activity after: (i) being notified thereof; and (ii) being provided, at no additional charge, modifications that would have avoided the alleged infringement without significant loss of performance, compatibility or functionality; or

(c) from any breach of the Licensee's obligations under this Agreement.

6.3 Despite any of the foregoing, Mattermost's obligations under Section 6.1 shall be valid only if Licensee:

(a) gives notice to Mattermost of any Claim promptly upon becoming aware of the same;

(b) gives Mattermost the sole control of the defense and settlement of any Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Mattermost (provided that Mattermost will not without Licensee's consent enter into any settlement that admits any guilt of Licensee or imposes on Licensee any financial obligation to a third party); and

(c) acts in accordance with the reasonable instructions of Mattermost and gives to Mattermost such assistance as it shall reasonably require in respect of the conduct of the defense of any Claim.

6.4. In the event of any alleged Intellectual Property infringement, Mattermost shall be entitled at its own expense and in its sole discretion to: (i) procure the right for the Licensee to continue using the Product Materials; (ii) make such alterations, modifications, or adjustments to the Product Materials so that they become non-infringing without incurring a material diminution in performance or function; or (iii) replace the Product Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

6.5 Indemnification by Licensee. In the case of Cloud Edition Subscriptions, Licensee (at its expense) shall (i) defend and indemnify Mattermost from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or relating to (1) a breach of this Agreement by Licensee or any Registered Authorized User; (2) the intellectual property rights or privacy rights in any of

Licensee's Data and any violation by Licensee or any Registered Authorized User of any Applicable Privacy Law; and (3) any loss, misuse, or disclosure of Licensee Data not the result of Mattermost's misconduct or gross negligence.

7. **Confidentiality**.

7.1 Confidentiality Agreement. Each of the parties hereto undertakes to the other to keep confidential and not disclose to any third party all Confidential Information concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into, or performance of, this Agreement. At a minimum, the receiving party agrees to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Confidential Information shall mean any information which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential. Despite the foregoing, the Product Materials, and each party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such party's Confidential Information. Further, despite any other provision to the contrary, neither party may disclose the specific terms of this Agreement, except as required by law.

7.2 Exceptions; Required Disclosures. Despite all of the foregoing, Confidential Information will not include any information which: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is disclosed by the receiving party with the disclosing party's approval; or (e) is independently developed by the receiving party without any use of Confidential Information of the disclosing party. In the event that the receiving party is required by law to make any disclosure of any of the Confidential Information of the disclosing party, by subpoena, judicial or administrative order or otherwise, the receiving party shall first give written notice of such requirement to the disclosing party, and shall permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the disclosing party in seeking to obtain such protection.

7.3 Collection of Certain Data; Anonymized Use for Analytics. With respect to On-Premise Subscriptions, Licensee may disable (turn off) functionality in the Licensed Software which allows Mattermost to collect and analyze certain aggregated or de-identified data. If Licensee does not disable such functionality in On-Premise Subscriptions or with respect to the Cloud Edition, Mattermost may collect data with respect to the aggregate response rate and other aggregate measures of the Licensed Software's performance, as well as information about Licensee's activation, configuration and use of the Licensed Software. Mattermost may use the information collected by such features to verify Licensee's licensing, provide technical support, and (solely in an aggregated or de-identified form) to otherwise improve the Licensed Software and Services.

7.4 Injunctive Relief. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the disclosing party's remedies at law for a breach by the receiving party of its obligations hereunder may be inadequate and that the disclosing party shall be entitled to seek equitable relief (including without limitation provisional and permanent injunctive relief and specific performance).

7.5 Return of Information. Upon expiration or termination of this Agreement for any reason, the receiving party will destroy (or at the request of the disclosing party, return) all copies of all Confidential Information of the disclosing party in its possession or under its control. Despite the foregoing, the receiving party (a) shall not be required to return or destroy copies of the disclosing party's Confidential Information from its disaster recovery and/or business continuity databases, where doing so would be commercially impracticable, and (b) may retain a single archive copy of the Confidential Information to the extent required to comply with applicable legal and regulatory requirements, provided that in either case the receiving party maintains the Confidential Information in compliance with the terms of this Agreement until destroyed, which shall occur as soon as reasonably practicable.

8**. Term and Termination**.

8.1 This Agreement shall continue until terminated in accordance with the provisions of this Section 8.

8.2 This Agreement, and any license granted under this Agreement, may be terminated:

(a)immediately by either party if the other party commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within fifteen days of a written request to remedy the same;

(b) by Mattermost upon its reasonable determination that Licensee's Use of the Product Materials or Services violates any applicable law or regulation;

(c) pursuant to Section 1.2 or Section 4.3;

(d) in the case of Cloud Edition Subscription, by Mattermost upon its reasonable determination that Licensee's Use of the Product Materials or Services poses a threat to the secure or reliable provision of Services to other customers, or to the Cloud Infrastructure, or to the data contained therein; or

(e) by Mattermost upon giving not less than 60 days' notice to the Licensee if at the time of notice there are no Orders accepted by Mattermost and no active Subscriptions then outstanding.

8.3 Any termination of this Agreement pursuant to this Section shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.4 Upon termination of this Agreement, Licensee shall destroy (or, at the Licensee's sole option, return) all copies of the Product Materials in its possession or control and a duly authorized officer of the Licensee shall certify in writing to Mattermost that the Licensee has complied with such obligation.

8.5 Those provisions, which by their nature survive termination, shall continue after termination or expiration of this Agreement. Those provisions include, but are not necessarily limited to: Sections 2.1, 2.2(b), 2.3, 3-5, 6.5, 7, 8.3-8.6, 9 and 13, all associated definitions and all accrued rights to payment.

8.6 Termination is not an exclusive remedy for breach of this Agreement by either party. All other remedies will be available to the non-breaching party whether or not the non-breaching party terminates this Agreement for breach by the other party.

9. **Import and Export Regulations**. The Licensed Software and all Updates are subject to U.S. export controls, specifically the Export Administration Regulations. Both parties shall comply with all applicable import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. In particular and without limitation, Licensee will not export or re-export any part of the Licensed Software or Services(a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List or any other restricted party lists. Licensee represents and warrants that it is not located in any such country or on any such list.

10. **Privacy and Security; Infrastructure**.

10.1 No Personal Data. Licensee shall not transfer or otherwise make available to Mattermost any personal data or personally identifiable information (as such terms are defined in the GDPR or any other Applicable Privacy Laws) unless Licensee has obtained a valid consent from the relevant data subject in accordance with the terms of the GDPR or any other Applicable Privacy Laws permitting such transfer and the use by Mattermost (being based in the United States) and its subcontractors of such personal data or personally identifiable information as required for the performance of this Agreement (including Section 7.3 above). In case of breach of this obligation by Licensee, the provisions of Section 6.5 shall apply.

10.2 Personal Privacy. Each party agrees to abide by all Applicable Privacy Laws.

10.3 Infrastructure. Licensee or its Registered Authorized Users have and will retain sole responsibility for: (a) Licensee's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Licensee or through the use of third-party services.

11. **Force Majeure**. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority.

12. **Certain Terms Applicable to Free/Non-Paid Subscriptions and Beta Products**.

12.1 Certain Subscription models may offer free trial periods, which may be subject to additional limitations as set forth at https://mattermost.com/pricing/. Free trial periods will automatically terminate at the conclusion of the free trial period as set forth at https://mattermost.com/pricing/ or on an applicable Order.

12.2 Despite any other provision of this Agreement, including but not limited to Sections 4.1 and 6.1, any Software provided to Licensee pursuant to a free/non-paid Subscription and any product offered as a beta product, is licensed as-is, with no warranties or indemnities of any kind.

12.3 In addition to the provisions of Section 8.2, in the case of a free/non-paid Subscription, either party may terminate this Agreement, or any license granted under this Agreement, at any time by giving the other party written notice of termination.

12.4 Upon termination or expiration of a free trial subscription, and if Licensee does not then enroll in a paid Subscription for which Licensee had a free trial, then Licensee's Subscription shall (i) revert to the Subscription level Licensee subscribed to immediately prior to the free trial, or (ii) terminate entirely if Licensee was not immediately prior to the free trial under and Subscription agreement with Mattermost.

12.5 Despite any other provision of this Agreement, including but limited to Section 5, in the case of a free/non-paid subscription or with respect to a beta product,, Mattermost's aggregate liability for damages under this Agreement shall not exceed U.S. $100.00.

13. **Miscellaneous**.

13.1 Cloud Edition Backups. Mattermost regularly backs up the database used in conjunction with the Services, but is under no obligation to do so. Data restoration from backups may be offered at Mattermost's then-current published rates per incident. If Mattermost backs up data, Mattermost will make a commercially reasonable effort to assist in restoring lost data; however, Mattermost does not guarantee that every backup will complete without error, that it will be able to restore any specific data, or that it will retain any backup for longer than seven days. Despite any of the foregoing or any other provision of this Agreement, Customer understands and agrees that Mattermost is unable to recover, and shall have no liability for, data that was deleted due to Customer-specified data retention policies set within the System Console of the Licensed Software.

13.2 Waiver. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13.3 Notices. All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, or sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other party has been notified).

13.4. Invalidity and Severability. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

13.5 Successors. This Agreement shall be binding upon and inure to the benefit of the successors in title of the parties hereto.

13.6 Assignment and Sublicensing. Licensee shall not assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder without the prior written consent of Mattermost. Despite the foregoing, either may assign this Agreement without such consent to an entity that acquires all or substantially all of the shares of the assigning party, or all or substantially all of its business or assets, whether by merger, reorganization, acquisition, sale, or otherwise; provided that Licensee may not assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder to any competitor of Mattermost as determined in Mattermost's reasonable discretion. In addition, Mattermost may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

13.7 Headings. Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law provisions thereof. The sole venue for any dispute, claim or controversy arising out of or relating to this Agreement shall be in the courts of San Mateo County, California.

13.9 Third Party Rights. This Agreement does not, and is not intended to, confer any benefit on, nor create any right exercisable or enforceable by, any third party.

13.10 Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.11 Independent Contractors. The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

13.12 Amendments. Mattermost may change, supplement or update this Agreement by posting any changes to this Agreement on its website. Your continued use of the Product Materials after will mean that You accept any such change, supplement or update.

13.13 U.S. Government Rights. Mattermost does not develop any technical data or computer software pursuant to this Agreement. In addition, the Licensed Software and Services are commercial products that were developed at private expense by Mattermost. The Licensed Software and Documentation are "commercial items" as that term is defined at FAR 2.101. If Customer or a Registered Authorized User is a U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), Mattermost provides the Licensed Software and Documentation, including any related software, technology, technical data, and/or professional services, in accordance with this Section 12.14. If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, except under any GSA schedule contract, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section 12.14, it must negotiate with Mattermost to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights clause in this Section 15.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

13.14 Publicity. Licensee grants to Mattermost the right to use Licensee's company name and logo as a reference for marketing or promotional purposes on Mattermost's website and in other public or private communications with Mattermost's existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to Mattermost from time-to-time.

THIS AGREEMENT, INCLUDING ALL EXHIBITS AND ALL APPLICABLE LICENSE AGREEMENTS, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS AND AGREEMENTS, ALL TERMS AND CONDITIONS INCLUDED AS PART OF LICENSEE-ISSUED PURCHASE ORDERS AND ALL OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE PARTIES AGREE THAT ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED ON, REFERENCED BY OR INCORPORATED INTO LICENSEE PURCHASE ORDER ARE EXPRESSLY REJECTED AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT.

Exhibit A

Certain Definitions

"Applicable Privacy Laws" means, in relation to any personal information that is processed in the provision of the Services, the legislation applicable to a party's obligations under the Agreement on the protection of identifiable individuals, including where applicable the California Consumer Privacy Act, the Gramm-Leach-Bliley Act found at 15 U.S.C. Subchapter 1, §6809(4), the Health Information Portability and Accountability Act of 1996 and the rules promulgated thereunder ("HIPAA"), and the EU Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR") and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statues, decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable government authorities.

"Cloud Edition" means the Licensed Software (if Licensee licenses such Cloud Edition of the Product).

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"**Product Materials**" means the Licensed Software and the Documentation.

"Public Software License" means any license that provides for free software, open source software, or similar licensing model, including but not limited to the MIT license, the Apache license, the BSD License and other similar licenses. A list of components licensed under Public Software licenses and included in the Licensed Software can be viewed at https://about.mattermost.com/components/.

"Registered Authorized User" means any employee, agent, supplier or contractor of Licensee (i) in the case of an On-Premise License who activates a validly assigned license key on a single production server (or single cluster of production servers) which access a single database or (ii) in the case of a Cloud Edition Subscription who is authorized to access the Product Materials or Services via the Internet address provided to Licensee by Mattermost and exercise the rights licensed by Licensee. Each Registered Authorized User must use a unique identity to access and use the Licensed Software unless otherwise licensed, and may access the services only to the extent licensed by Licensee. For purposes of clarity, any single employee, agent, supplier or contractor of Licensee who activates a single license key on any server or cluster of servers, so that such employee, agent, supplier or contractor accesses more than one database with respect to the Licensed Software, shall be counted as more than one Registered Authorized User.

"Services" means Licensed Software and related services accessed by Registered Authorized Users, in a manner consistent with Mattermost's published Documentation and this Agreement.

"**Specifications**" means those technical specifications in respect of the Licensed Software which are published by Mattermost and are in effect at the time of Delivery. Mattermost shall have the right at its discretion to change or amend the Specifications to correct errors or to otherwise align the Specifications with applicable changelogs.

"**Subscription**" means licenses to the Product Materials, Updates and Support Services. A Subscription includes access to currently supported versions of the Licensed Software for the term of the Subscription.

"**Subscription Term**" shall have the meaning set forth in Section 1.2 of this Agreement.

"**Support**" shall mean those terms set forth at https://mattermost.com/support-terms/.

"Update" means such enhancements, modifications, or additions to the Licensed Software as may be made available from time to time by Mattermost to Licensee.

"**Use**" shall mean the legal use by Licensee of the Product Materials and/or Services in accordance with the terms and condition of this Agreement to manage internal corporate communications.