ArangoGraph

Terms & Conditions

FREE-TO-TRY TIER AND PROFESSIONAL TIER SERVICES AGREEMENT

PLEASE READ THIS FREE-TO-TRY TIER AND PROFESSIONAL TIER SERVICES AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING ARANGODB, INC.'S ("ARANGODB'S") OASIS SAAS PLATFORM ("SERVICES"). THIS AGREEMENT SHALL GOVERN THE SERVICES. BY CHECKING THE BOX, YOU OR THE ENTITY YOU REPRESENT ("CUSTOMER") AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY AND A PARTY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, NAVIGATE AWAY FROM THIS PAGE AND CUSTOMER WILL HAVE NO RIGHT TO USE THE SERVICES. BY CHECKING THE BOX, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND CUSTOMER.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, CUSTOMER AGREES THAT DISPUTES BETWEEN CUSTOMER AND ARANGODB WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND CUSTOMER WAIVES CUSTOMER'S RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. SERVICES; SUPPORT AND TERM

1.1 Subject to the terms and conditions of this Agreement, ArangoDB will provide Customer with access to the Services through the internet during the Term (as defined below). The Services are subject to modification from time to time at ArangoDB's sole discretion, for any purpose deemed appropriate by ArangoDB. ArangoDB will use reasonable efforts to give Customer prior notice of any such modification.

1.2 This Agreement shall commence upon Customer checking the box, and unless earlier terminated in accordance herewith, shall continue for fourteen (14) days (the "Free-to-Try Tier Service Term"). If Customer completes the application process to obtain the Services under the Professional Tier, this Agreement shall continue until either party terminates this Agreement as provided below (the "Professional Tier Service Term") (as applicable, the Free-to-Try Tier Service Term or the Professional Tier Service Term may be referred to as the "Term"). To upgrade from the Free-to-Try Tier to the Professional Tier, Customer must elect to use the Services under the Professional Tier and complete the application process before the termination or expiration of the Free-to-Try Tier Service Term.

1.3 Except as otherwise provided herein, ArangoDB will use commercially reasonable efforts to make the Services available in accordance with ArangoDB's Service Level Agreement which can be found at cloud.arangodb.com/support. However, ArangoDB reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including, without limitation, failure to pay any amounts due to ArangoDB or for any chargebacks of any amounts due to ArangoDB.

1.4 Subject to the terms hereof, ArangoDB will use commercially reasonable efforts to support Customer for the Services from Monday through Friday during ArangoDB's normal business hours.

1.5 Customer acknowledges and agrees that, during the Free-to-Try Tier Service Term, Customer's access to and use of the Services may be limited and the Services are only made available ON AN "AS IS" BASIS WITHOUT WARRANTIES (EXPRESS OR IMPLIED) OF ANY KIND, AND MAY BE DISCONTINUED OR MODIFIED AT ANY TIME. ARANGODB SHALL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES DURING THE FREE-TO-TRY TIER SERVICE TERM.

1.6 From time to time, ArangoDB may provide upgrades, patches, enhancements, or fixes for the Services or Software to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services or Software and subject to this Agreement; provided that ArangoDB shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that ArangoDB may cease supporting old versions or releases of the Services or Software at any time in its sole discretion; provided that ArangoDB shall use commercially reasonable efforts to give Customer prior notice of any major changes to the Software.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Access to the Services may require the Customer to install certain software applications. Customer agrees to be bound by any End-User Software Agreements that govern the installation and use of such client software applications. If ArangoDB authorizes Customer to distribute any such application to its end user customers ("End Users"), Customer may do so only after effectively binding such End Users to the applicable End-User Software Agreements provided by ArangoDB for the benefit of ArangoDB.

2.2 Customer will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal use for its own internal benefit and for the benefit of End Users; (iv) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene

way; or (v) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to privacy (including, without limitation, in Europe), intellectual property, consumer and child protection, SPAM, text messaging, obscenity or defamation).

2.3 Customer must comply with the current technical documentation applicable to the Services as posted by ArangoDB and updated by ArangoDB from time to time at docs.arangodb.com.

2.4 Customer will cooperate with ArangoDB in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as ArangoDB may reasonably request. Customer will also cooperate with ArangoDB in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.5 Although ArangoDB has no obligation to monitor the Content (as defined below) provided by Customer or Customer's use of the Services, ArangoDB may do so and may remove any such Content from the Services or prohibit any use of the Services at any time, for any or no reason, including if ArangoDB receives any notice or claim that any such Content or activities hereunder with respect to any such Content may infringe or violate rights of a third party.

2.6 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

2.7 Customer further acknowledges, agrees to and is bound by the Privacy Policy on the ArangoDB Oasis website (as it may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

2.8 Customer acknowledges and agrees that the Services operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third Party Services"). ArangoDB is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. ArangoDB does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

2.9 Customer agrees that it will not store, process, or otherwise provide any Protected Health Information (as that term is defined in the Federal Health Insurance Portability and Accountability Act of 1996) to the Services without signing a Business Associations Agreement with ArangoDB.

3. CONFIDENTIALITY AND PRIVACY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary 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 Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Notwithstanding the foregoing, ArangoDB may use Aggregated Anonymous Data as further described in Section 4.

3.3 Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

3.4 In the event and to the extent that Customer is a controller of Personal Data (as defined in the DPA) that is subject to the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), the EU Data Processing Addendum located at cloud.arangodb.com/data-processing-addendum (the "DPA") is hereby included and incorporated into this Agreement.

4.   INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, ArangoDB alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software, including Aggregated Anonymous Data (as defined below), or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to ArangoDB. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

4.2 ArangoDB will obtain and process certain content/data provided by or on behalf of Customer ("Content") only to perform its obligations under this Agreement. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. Notwithstanding anything to the contrary, Customer acknowledges and agrees that ArangoDB may (i) use and modify the Content for the purposes of (A) providing the Services, (B) testing, improving and operating ArangoDB's products and services, and (C) generating Aggregated Anonymous Data (as defined below), and (ii) freely retain, use and make available Aggregated Anonymous Data for ArangoDB's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing ArangoDB's products and services). "Aggregated Anonymous Data" means Content submitted to, collected by, or generated by ArangoDB in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

5. INDEMNIFICATION

5.1 Customer will indemnify and hold harmless ArangoDB, its employees, affiliates, contractors agents or other representatives (each, an "ArangoDB Indemnitee") from and against any damages, losses, liabilities, settlements and expenses (including without limitation costs and reasonable attorneys' fees) payable by any ArangoDB Indemnitee to any unrelated third party in connection with any third party claim or action arising from an alleged violation of Section 2 of this Agreement or otherwise from Content or Customer's use of the Services.

6. PAYMENT OF FEES

6.1 Should Customer elect to subscribe to the Professional Tier, Customer will pay ArangoDB the applicable fees (the "Fees"), which are calculated based on Customer's usage of the Services and are set forth on the applicable new deployment page ("New Deployment Page"). Customer acknowledges and agrees to make all payments by credit card and such payments will be processed by a third-party payment processor. Customer acknowledges and agrees that ArangoDB will charge Customer in arrears for the Fees on at least a monthly basis and at most a weekly basis, with ArangoDB solely determining whether to send Customer a weekly invoice for the Fees incurred in any given week based on whether Customer's usage of the Services during such week have exceeded certain thresholds as determined in ArangoDB's sole discretion. Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees.

6.2 Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on ArangoDB's net income) unless Customer has provided ArangoDB with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to ArangoDB on account thereof.

7. TERMINATION

7.1 During the Free-to-Try Tier Service Term, either party may terminate, without notice, this Agreement for any reason or no reason.

7.2 During the Professional Tier Service Term, Customer may terminate this Agreement by terminating all Services under its account, and ArangoDB may terminate this Agreement for any or no reason upon thirty (30) days' prior notice. ArangoDB may also immediately terminate Customer's account and this Agreement, or immediately suspend Customer's access to the Services, if (i) ArangoDB changes the way it provides or discontinues any of the Services; (ii) Customer is late in payment or otherwise in breach of this Agreement; (iii) ArangoDB determines that there is a risk to the Services or any third party; (iv) ArangoDB determines that Customer's use of the Services may be unlawful; or (v) Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

7.3 The terms, conditions and obligations under Sections 2, 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12 shall survive any termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Customer's access to the Services shall immediately terminate and ArangoDB has no obligation to continue to store any Content shall promptly delete any and all Content.

8. WARRANTY DISCLAIMER

THE SERVICES AND ARANGODB PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ARANGODB (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT WILL ARANGODB (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) THE USE OF OR ACCESS TO THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, (B) THE DELAY OR INABILITY TO USE OR ACCESS THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, (C) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA, (D) OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS, LOST SALES OR LOST

DATA, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ARANGODB HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

9.2 THE TOTAL LIABILITY OF ARANGODB, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO ARANGODB HEREUNDER IN THE SIX MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY BUT WILL NOT APPLY TO A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer represents and warrants that it will not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States or other foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice.

11. ARBITRATION AGREEMENT

11.1 Please read the following ARBITRATION AGREEMENT carefully because it requires Customer to arbitrate certain disputes and claims with ArangoDB and limits the manner in which Customer can seek relief from ArangoDB. Both parties acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of this Agreement, ArangoDB's officers, directors, employees and independent contractors ("Personnel") are third-party beneficiaries of this Agreement, and that upon Customer's acceptance of this Agreement, Personnel will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions of this Agreement against Customer as the third-party beneficiary hereof.

11.2 *Arbitration Rules; Applicability of Arbitration Agreement.* The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of this Agreement directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in San Francisco County, California. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "Rules") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The

arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms and conditions of this Agreement as a court would.

11.3 *Costs of Arbitration*. The Rules will govern payment of all arbitration fees. ArangoDB will pay all arbitration fees for claims less than seventy-five thousand ($75,000) dollars. ArangoDB will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that Customer's claim is frivolous.

11.4 *Small Claims Court*; Infringement. Either party may assert claims, if they qualify, in small claims court in San Francisco County, California or any United States county where Customer lives or works. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

11.5 *Waiver of Jury Trial*. CUSTOMER AND ARANGODB WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. Customer and ArangoDB are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between Customer and ArangoDB over whether to vacate or enforce an arbitration award, CUSTOMER AND ARANGODB WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

11.6 *Waiver of Class or Consolidated Actions*. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither Customer nor ArangoDB is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 11.8 below.

11.7 *Opt-out*. Customer has the right to opt out of the provisions of this Section by sending written notice of Customer's decision to opt out to the following address: 411 Borel Ave. Suite 512, San Mateo, CA 94402, U.S.A. postmarked within thirty (30) days of first accepting the terms and conditions of this Agreement. Customer must include (i) Customer's name and residence address, (ii) the email address and/or telephone number associated with Customer's account, and (iii) a clear statement that Customer wants to opt out of this Agreement's arbitration agreement.

11.8 *Exclusive Venue.* If Customer sends the opt-out notice in Section 11.7, and/or in any circumstances where the foregoing arbitration agreement permits either Customer or ArangoDB to litigate any dispute arising out of or relating to the subject matter of this Agreement in court, then the foregoing arbitration agreement will not apply to either party, and both Customer and ArangoDB agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, San Francisco County, California, or the federal district in which that county falls.

11.9 *Severability.* If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of Customer's relationship with ArangoDB.

12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with ArangoDB's prior written consent. ArangoDB may transfer and assign any of its rights and obligations under this Agreement with notice to Customer. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind ArangoDB in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. ArangoDB will not be liable for any loss resulting from a cause over which it does not have direct control. Except as provided in Section 12, this Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by ArangoDB. ArangoDB is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion.