

Dash0 Terms of Service and License (Product and Services)

Last updated August 1, 2026

Introduction

These Terms of Service govern the licensing and subscription of the various observability solutions ("**Products and Services**") that are provided by Dash0 Inc. ("**Company**"). These Terms of Service incorporate the [Website Terms and Conditions](#) and the [Privacy Policy](#) (which is acknowledged upon acceptance of these Terms). The Products and Services are made available online at <https://www.dash0.com/>.

Please read these terms carefully, as access and use of the Products and Services creates a legal relationship between the users ("**you**"/ "**yours**"/ "**Customer**") and Company, and you agree to be bound by these terms ("**Terms**"). If you do not agree to be bound by these Terms, you must not use or access the Products and Services.

These Terms apply to all users who access or use the Products and Services, whether on their own behalf or on behalf of an Entity. These Terms take effect upon the earlier of (i) your first access to or use of the Products and Services, or (ii) the agreement of an Order (the "**Effective Date**").

If you are entering into these Terms on behalf of a company or another legal entity ("**Entity**"), you represent that you have the authority to bind such Entity to these Terms. In such case, the terms "you" or "your" shall also refer to such Entity. If the Entity permits any of its affiliates to use the Products and Services, the Entity shall procure that each such affiliate complies with these Terms, and the Entity shall remain primarily liable for any breach by such affiliate.

1. Definitions:

For the purposes of these Terms:

"AI Features" means artificial intelligence features of the Products and Services designed to automatically produce various types of content (such as source code, text, images, and audio) based on AI Input.

"Agentic AI" means an AI Feature that can execute actions, make changes, or trigger workflows, including without limitation code modifications, issue remediation, deployments, and other automated interventions, in the Products and Services environment or in third-party services, platforms, or repositories connected by Customer, in response to Customer instructions, as distinguished from merely generating content or suggestions. AI Features include Agentic AI.

"Agreement Updates" has the meaning given in section 39.

"Confidential Information" has the meaning given in section 23.

"Connected Services" means any third-party services, platforms, tools, or repositories (including without limitation code repositories such as GitHub) that Customer chooses to connect to or integrate with the Products and Services for use with the Agentic AI.

"Customer Data" means data, content, telemetry data, logs, metrics, traces, events, configuration data, and other data or materials submitted to, collected by, or Processed through the Products and Services by or on behalf of Customer or its users.

"Documentation" means Company's then-current technical documentation, usage guides, and policies for the Products and Services made available by Company.

"Entity" has the meaning provided in the Introduction.

"Free Subscription" has the meaning given in section 2.

"Fees" has the meaning given in section 24.

"High Risk Activity" means any situation where the use or failure of the Products and Services could be reasonably expected to lead to death, bodily injury, or environmental damage. Examples include full or partial autonomous vehicle technology, medical life-support technology, emergency response services, nuclear facilities operation, and air traffic control.

"Inputs" has the meaning given in section 13.a.

"Process" has the meaning given in section 18.

"Order" means any executed order form, statement of work, insertion order, or in-account selection or activation made through your account settings or admin console, each of which is incorporated by reference into these Terms.

"Outputs" has the meaning given in section 13.a.

"Representatives" has the meaning given in section 23.

"Renewal Term" has the meaning given in section 31.

"SaaS Subscription" has the meaning given in section 3.

"Support" has the meaning given in section 5.

"Usage Data" means technical, operational, diagnostic, usage, performance, and statistical data generated by or relating to the use, operation, performance, security, or improvement of the Products and Services, excluding Customer Data except in de-identified or aggregated form.

“Usage Limits” means any usage limits, entitlements, quotas, units, committed usage levels, metering metrics, retention limits, feature limits, data ingestion, queries, seats, rate limits, storage, concurrency, API calls, compute resources, telemetry volume, integrations or other technical, commercial, or operational parameters applicable to the Products and Services and as may be specified in an Order or otherwise specified by Company from time to time.

2. Free Subscriptions:

- (a) By registering for an account on www.dash0.com (or signing in via a Single Sign-On functionality), you are granted access to use the Products and Services under a Free Subscription (as defined below) and you accept these Terms.
- (b) Any use of the Products and Services beyond a Free Subscription, including use under any paid, usage-based, promotional, evaluation, beta, trial, or enterprise plan, is subject to the applicable fees, features, Usage Limits, duration, and additional terms set out in the relevant Order.
- (c) Company may propose to you, from time to time and at its full discretion, and with no obligation to do so, free-of-charge access to the Products and Services (or part thereof) or other free, promotional, evaluation, beta, trial, sandbox, or limited-access plans or tiers on terms, scope, features, usage limits, duration, and eligibility criteria to be determined by Company, for your own internal evaluation purposes or otherwise for any marketing purposes Company deems fit (**“Free Subscription”**). You hereby acknowledge that the Products and Services offered under such Free Subscription may be provided with limited features, functionality, capacity, retention, support, availability, security, integrations, and usage, and may be time-limited or usage-limited. The Free Subscription may be modified, suspended, limited, throttled, revoked, or discontinued by Company at any time, with or without cause. Company further reserves the right to cease such Free Subscription and charge fees thereafter, subject to your acceptance of an applicable Order. In case the Free Subscription is offered for a limited time period or limited usage amount, your access may be suspended after the time or usage lapses. The Free Subscription period, usage limits, features, and other limitations may be displayed in your account settings/admin console or in any other place of the admin center of the Products and Services, pricing or tier materials, product documentation, or other notice made available by Company.
- (d) In the event that you do not convert a Free Subscription into a SaaS Subscription, Company reserves the right without any liability to you to delete all Customer Data Processed through the Products and Services 30 days after the Free Subscription period has lapsed.
- (e) Any free, promotional, evaluation, beta, preview, early access, trial, sandbox, or similar features, products, integrations, APIs, or services are provided for evaluation only, are not production-ready unless Company expressly states otherwise, may be modified or discontinued at any time, and are provided without warranties, indemnities, service levels, support commitments, or liability of any kind to the maximum extent permitted by law. You use any such offerings at your own risk.

3. Paid Subscriptions:

- (a) If you have accepted or entered into an Order for a paid subscription plan or tier (**“SaaS Subscription”**), these Terms are incorporated into the Order and apply to such paid

subscription plan or tier. You may upgrade, renew, expand, reduce, or otherwise modify your subscription at any time by placing a new Order.

(b) Subject to these Terms, including timely payment of all applicable Fees (as defined below), Company grants you a personal, term-limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Products and Services during the term specified under the applicable Order, and only within the applicable plan, tier, usage limits, features, quantities, and scope specified by Company for such Order, for your own internal use.

4. **Conflict:** If there is a conflict between these Terms and an Order, the Order will control solely with respect to the Products and Services purchased under that Order, but only to the extent of the conflict. Any terms contained in your purchase order, vendor onboarding portal, or other ordering document issued by you are void and have no effect, even if accepted or processed by Company, unless expressly signed by Company as an amendment to these Terms.
5. **Support:** Company will provide in-product support through a chatbot, Slack channel and/or email at support@dash0.com ("**Support**"). Company will use commercially reasonable efforts to respond to such support requests within 48 hours. Company may at its discretion, delegate the performance of certain portions of the Support to third parties, but will remain responsible to Customer for delivery thereof. If any such Support is not performed with reasonable care and skill, Company will re-perform the Support to the extent necessary to correct the defective performance, and Customer acknowledges that re-performance shall be Customer's sole and exclusive remedy for any such defective performance. You shall assist Company in the detection and resolution of software defects by reporting bugs or providing any relevant information, to the extent that such information is within your possession.
6. **Usage Limits:** Company may establish, modify, and enforce Usage Limits for the Products and Services from time to time and on an ad hoc basis. Company may monitor usage to determine Fees, verify compliance with these Terms, manage the Products and Services, and determine compliance with the Usage Limits. You are responsible for configuring your instrumentation, data ingestion, sampling, retention, and other usage settings to manage usage and Fees. Company may suspend, throttle, limit, disable, downgrade, charge overage Fees for, or otherwise restrict access to the Products and Services to the extent usage exceeds, attempts to exceed, or circumvents the Usage Limits or otherwise affects the security, integrity, performance, availability, or cost of the Products and Services. Company may apply or adjust Usage Limits immediately if Company determines that doing so is necessary or appropriate to protect the Products and Services, Company, its customers, or third parties, or to prevent excessive, abusive, unexpected, or unauthorized usage.
7. **Feedback:** You hereby grant Company a perpetual, irrevocable, royalty-free, and fully paid-up right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you and/or any users related to the Products and Services or other Company products or services, including for the purpose of improving and enhancing the Products and Services and/or other products or services.
8. **Your Responsibility:** Other than the rights and licenses expressly provided to you in these Terms, no other rights, licenses, or interest whatsoever in any of the Products and Services and/or any component thereof, are transferred or granted. Without limiting the foregoing, you

may not: (i) use the Products and Services or any part thereof, for purposes other than those explicitly set forth in these Terms; (ii) reverse engineer, copy, decompile, modify the Products and Services, or any part thereof, or create derivative works thereof or extract or attempt to discover any source code from any binary code or files provided; (iii) sub-license, resell or reoffer, transfer, lend, distribute, or rent the Products and Services, or any part thereof or use the Products and Services to offer services to any third parties (including in a service bureau environment); (iv) remove, obscure, or alter any proprietary notices or labels; (v) otherwise commercially utilize the Products and Services, or any part thereof except as expressly permitted under these Terms.

9. **Proper use of Products and Services:** You agree that you will not use the Products and Services for any of the following purposes: (i) any unlawful, invasive, infringing, defamatory or fraudulent purpose; (ii) to send unsolicited bulk commercial emails of any kind, regardless of the content or nature of such messages; (iii) to send any harmful code or attachment; (iv) to use the Products and Services in a way that has a detrimental effect upon Company, its other users or the Products and Services, as determined by Company in its sole discretion; (v) to use or attempt to use the Products and Services in breach of these Terms; (vi) to transmit harassing, obscene, racist, malicious, abusive, libelous, illegal or deceptive messages or files; (vii) to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious act; (viii) to interfere with the use of the Products and Services by other users; (ix) to alter, tamper with or circumvent any aspect of the Products and Services; and/or (x) to undertake testing in order to find limitations or vulnerabilities.
10. **High Risk Activities:** you acknowledge and agree that the Products and Services are not intended for use with High Risk Activities. You shall not use the Products and Services in respect of any High Risk Activity.
11. **Account Access:** You acknowledge and agree that you are responsible for your use of the Products and Services and for all activity under your account. You are fully responsible for the control of and/or access to your account, including limiting access to user names, passwords, tokens, keys, and credentials, and you agree to take all reasonable precautions to protect your user name, password, tokens, keys, credentials, and access to your account. You agree that you will immediately notify the Company in the event that you discover or believe that your account or any user name, password, token, key, or credential has been accessed in any unauthorized way. Company shall not be liable to you or any third party for any failure by you to prevent unauthorized access to your account. You shall not provide/use false information to gain access to or use the Products and Services.
12. **Equipment:** You shall be responsible for obtaining and maintaining any equipment and ancillary services (such as access to the internet) needed to connect to, access or otherwise use the Products and Services, including, without limitation, modems, hardware, servers, operating systems, networking, web servers and the like and you shall be responsible for the safety of the same.
13. **AI Features.**
 - a. Inputs/Outputs. You may have access to AI Features. If so, you may submit Customer Data (including in the form of prompts or queries) to the AI Features ("**Inputs**") and

receive outputs from the AI Features ("**Outputs**"). For the avoidance of doubt, Customer retains all right, title and interest in Customer Data contained in Inputs and Outputs. Company may use Inputs and Outputs to improve the AI Features, but only if such Inputs and Outputs have been (a) de-identified so that they do not identify Customer and (b) aggregated with data across other customers. Company shall not and shall not allow any third party to use Customer Data to train any AI without Customer's prior written consent.

- b. Agentic AI Authorization. By engaging with an Agentic AI, Customer authorizes such feature to execute actions in the Products and Services environment and, where configured by Customer, in Connected Services, as a delegated user. Customer acknowledges and agrees that (i) Customer is solely responsible for all actions taken by the Agentic AI, including without limitation any modifications, commits, deployments, remediations, or other changes made in the Products and Services environment or any Connected Services; (ii) Customer shall ensure that it has obtained all necessary rights, permissions, and authorizations required to permit the Agentic AI to access and take actions in any Connected Services; and (iii) Customer shall properly configure, review, and monitor the scope of permissions granted to the Agentic AI and shall be solely responsible for any consequences arising from the Agentic AI's actions, whether or not such actions were intended or anticipated by Customer.
- c. **Disclaimer**. **Outputs are generated through automated processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Company. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. The warranty disclaimers and limitations of liability in these Terms apply to the AI Features.**
- d. Without limiting any restrictions on use of the Products and Services in these Terms, Customer will not and will not permit anyone else to:
 - i. use the AI Features or any Outputs to infringe any third-party rights,
 - ii. use the AI Features or any Outputs to develop, train or improve any AI or ML models,
 - iii. represent any Outputs as being approved or vetted by Company,
 - iv. represent any Outputs as being an original work or a wholly human-generated work,
 - v. use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws,
 - vi. use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical, or
 - vii. grant the Agentic AI access to any Connected Services without first ensuring that Customer has all necessary rights, permissions, and authorizations to permit such access and the actions that the Agentic AI may take therein, or permit the

Agentic AI to take any action in a Connected Service that Customer would not be authorized to take directly.

- e. Customer Responsibility for Agentic AI. Customer acknowledges and agrees that the Agentic AI operates based on Customer's instructions and configurations and that Company does not verify, monitor, review, approve, intervene in or control such instructions and configurations, or the actions taken by the Agentic AI. Customer shall (i) implement appropriate safeguards, access controls, and review processes before enabling the Agentic AI to take actions; (ii) regularly review and audit the permissions granted to the Agentic AI; and (iii) bear sole responsibility for any and all consequences, damages, losses, or liabilities arising from or related to actions taken by the Agentic AI, including without limitation unintended modifications, data loss, service disruptions, or any other adverse effects in the Products and Services environment or any Connected Services. Company shall have no liability whatsoever for any actions taken (or not taken) by the Agentic AI at Customer's direction (including by instruction, prompt, query or similar) or as a result of Customer's configurations, including any actions taken in Connected Services.

14. **Users authorized by You:** You shall be solely responsible for (i) acts and omissions of any other users, who have been authorized by you to use the Products and Services and Company shall not be liable for any loss of data or functionality caused directly or indirectly by the users; (ii) ensuring that you have all rights, permissions, consents, notices, and lawful bases required to submit Customer Data, including personal data, to the Products and Services; (iii) configuring the Products and Services and your telemetry instrumentation to avoid submitting personal data that is not required for your intended use of the Products and Services; and (iv) any loss due to data access, modification, or deletion done by any third-party products, services, systems, integrations, cloud services, data sources, collectors, agents, plugins, or platforms enabled, configured, maintained, secured, or used by you. Company is not responsible for any such third-party products, services, systems, integrations, cloud services, data sources, collectors, agents, plugins, or platforms, or for any loss, disclosure, modification, deletion, unavailability, or failure of Customer Data, Products and Services functionality, or your systems caused by them.
15. **Restricted Data:** You shall not submit, upload, transmit, store, or otherwise make available through the Products and Services any Restricted Data unless expressly authorized in an applicable Order or other written agreement signed by Company. "Restricted Data" means (i) protected health information subject to HIPAA; (ii) payment card data subject to PCI DSS; (iii) government-issued identification numbers, financial account numbers, biometric data, precise geolocation data, children's data, or other sensitive personal data as defined in applicable data protection legislation; (iv) passwords, private keys, access tokens, credentials, secrets, or authentication materials; (v) export-controlled data; or (vi) any data requiring heightened security, regulatory, or contractual controls beyond those expressly stated in these Terms. You are solely responsible for configuring your systems, telemetry instrumentation, logs, metrics, traces, events, and integrations to prevent Restricted Data from being submitted to the Products and Services. Company has no obligation to review Customer Data for Restricted Data and may delete, quarantine, suspend processing of, or require you to remove any Restricted Data that Company identifies or reasonably suspects has been submitted to the Products and Services.

16. **Suspension.** Company may suspend your or any user's access to the Products and Services immediately upon notice if Company reasonably determines that (i) you or any user has violated these Terms; (ii) your use of the Products and Services creates a security, legal, operational, or availability risk to Company, the Products and Services, or any third party; (iii) suspension is required to comply with applicable law; or (iv) any Fees are overdue. Company may limit any suspension to the affected portion of the Products and Services where Company determines that doing so is practicable and consistent with protecting the Products and Services, Company, its customers, and third parties. Company shall use its reasonable efforts to restore your access upon the reason for suspension being resolved.
17. **System Breakdown:** Company shall not be liable for any failure or delay caused by any system breakdown at your end (including any loss of internet or other utility connectivity).
18. **You are responsible for your Customer Data:** The Products and Services cannot and should not be relied upon to detect any malicious, harmful, or problematic files or data, and you are responsible for all Customer Data that you post and/or access, even if it was monitored, debugged or otherwise processed ("**Process**") by the Products and Services. You must not access or read any suspicious files and/or information even if those were Processed using the Products and Services.
19. **Your responsibility for Processing Customer Data through Products and Services:** You understand that all Customer Data which you may Process using the Products and Services is the sole responsibility of the person or party from whom or from which such Customer Data originated.
20. **Use with care:** You agree that you are solely responsible for (and that Company has no responsibility to you or to any third party for) any Customer Data that you access, use, transmit or display while using the Products and Services and for any consequences that your actions may have (including any loss or damage which Company may suffer) by doing so. You agree that you will not engage in any activity that interferes with or disrupts the Products and Services or the servers and networks which are connected to the Products and Services. You agree that any information you give to Company in relation to your account will always be accurate, correct, and up to date.
21. **Permitted Use:** You agree to use the Products and Services only for purposes that are permitted by (a) the Terms and (b) any applicable laws and regulations in the jurisdictions in which you use these Products and Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.
22. **License to Customer Data.** You grant Company and its affiliates, subprocessors, service providers, and contractors a non-exclusive, worldwide, royalty-free license to host, copy, transmit, display, process, analyze, and otherwise use Customer Data as necessary to provide, secure, support, maintain, and improve the Products and Services, comply with applicable law, and exercise Company's rights under these Terms. Company may use Usage Data and Customer Data in de-identified or aggregated form to develop, improve, support, and operate the Products and Services and Company's other products and services, provided that Company does not identify you or any individual as the source of such data.

Any Customer Data and Confidential Information shall be retained by Company while providing access to the Products and Services, and on expiry and/or termination of these Terms, all Customer Data and Confidential Information shall be deleted within 30 days of Customer's request, except to the extent retention is required by law, necessary for legitimate backup, archival, security, compliance, or legal purposes, or otherwise permitted under these Terms. Company shall provide confirmation of the return or deletion of Customer Data and Confidential Information upon the Customer's written request.

23. **Confidentiality:** Each party will protect Confidential Information disclosed by the other party by (i) not disclosing it to third parties, (ii) preserving its confidentiality with the same level of care it applies to its own similar types of Confidential Information, and always by taking reasonable steps to preserve confidentiality, and (iii) using it only for the performance of these Terms. A party will disclose the other party's Confidential Information only to its employees, agents, external advisers and consultants ("**Representatives**") who need to know such information to perform under these Terms, and only after informing such recipients that the information must be protected as confidential and may be used only for the performance of these Terms. A party is responsible for any disclosure or misuse of Confidential Information by its Representatives. A receiving party may, without breaching these Terms, disclose Confidential Information disclosed by the other party to the extent required to comply with a court order or applicable law or regulation provided that if a receiving party becomes subject to such a requirement, it must notify the disclosing party as soon as possible and, in any case, before it makes the required disclosure (if such notice is allowed under applicable law) and it must reasonably cooperate with the disclosing party (if requested, and at the disclosing party's expense) to seek a protective order or similar protection for its Confidential Information. The receiving party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

Each party acknowledges that monetary damages may not adequately protect the disclosing party against actual or threatened breach of these Terms and that such breach would result in irreparable harm to the disclosing party. Because of this, a disclosing party may pursue judicial orders (including temporary remedies) in any competent court to protect its Confidential Information without having to provide proof of actual damages.

"Confidential Information" means all non-public information or materials, including information and materials disclosed prior to the Effective Date, that are marked as confidential, orally described as confidential, or should reasonably be understood to be confidential; however, Confidential Information, does not include information that (i) was previously known to the receiving party without any confidentiality obligation, (ii) is or becomes publicly known through no wrongful act of the receiving party, (iii) was rightfully received from a third party without any confidentiality obligation to that third party, or (iv) was independently developed by the receiving party without use of or reference to any Confidential Information.

24. **Fee:** In consideration for the rights, licenses, and services granted under these Terms, you shall pay Company the fees specified under the relevant Order, applicable price or tier list, account settings/admin console, or other notice made available by Company ("**Fees**") in accordance with the payment and other terms specified thereunder. Fees may include subscription fees, usage-

based fees, overage fees, fees for additional features, seats, retention, capacity, support, integrations, or other paid functionality, and any other fees applicable to the plan, tier, Order, or use of the Products and Services. The Fee is exclusive of any taxes.

In the absence of any other payment terms in an Order, Fees shall be payable within thirty (30) days following the receipt of the respective invoice from Company. Failure to pay the Fee on time may result in monetary penalties at the rate of 1.5% per month from the date of such delay until such payments are made. Company may suspend access to the Products and Services immediately on non-payment of the Fee, without prejudice to any other rights or remedies available to Company under these Terms, the applicable Order, or applicable law.

25. **Intellectual Property:** You acknowledge and agree that Company or its licensors is the exclusive owner of Company's Products and Services, including, without limitation, any and all derivatives, enhancements, modifications, and/or improvements thereto (including any Outputs to the extent they are not comprised of Customer Data), and any and all intellectual property or proprietary rights under any and all of the foregoing. As between the parties, you retain all right, title, and interest in and to Customer Data (including Inputs, and to the extent they are comprised of Customer Data, Outputs), subject to Company's rights to use Customer Data and Usage Data under these Terms.
26. **Indemnification by Company:** Company agrees at its sole cost and expense to indemnify, defend and hold harmless you, your officers, directors, employees, and permitted successors and assigns from and against any and all third-party claims, damages, costs, liabilities, or expenses incurred (including reasonable attorneys' fees), finally awarded against you in a settlement approved by Company or by a court, to the extent arising from any claims, suits or proceedings brought by third parties alleging that the Products and/or Services infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Company's indemnification obligation is contingent on and subject to you providing Company with a prompt written notice of any such claim, allowing Company to control the defense and settlement of any such claim and reasonably cooperating (at Company's expense) with Company in connection with the foregoing. Company shall have no duty to indemnify to the extent that the liability arises from: (i) modification to the Products and Services or any part thereof not made by Company; (ii) use of the Products and Services not in accordance with these Terms, the applicable Order and/or the applicable documentation; (iii) where the liability arises from the combination of the Products and Services with other product, software, service, platform, data, or process, where the Products and Services standalone would not have caused such liability; (iv) Customer Data; (v) your continued use of the Products and Services after Company notifies you to stop use; or (vi) Free Subscriptions.
27. **Your Indemnification to Company:** You agree to indemnify, defend and hold harmless Company, its affiliates and their respective directors, officers, employees, and subcontractors, upon Company's request and at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third-party complaint, claim, plea, or demand to the extent arising from (i) the nature, content, collection, submission, or authorized use of Customer Data as provided by you; (ii) any misuse of Company's Products or Services; (iii) any actions taken by the Agentic AI at Customer's direction or as a result of Customer's configurations, including without limitation any

actions taken in Connected Services, any modifications, remediations or other changes effected thereby, and any resulting damages to third parties or third-party systems, (iv) the breach of any provision or representation in these Terms or any Order; (v) your violation of applicable law; or (vi) any third-party products, services, systems, integrations, cloud services, data sources, collectors, agents, plugins, or platforms enabled by you for use with the Products and Services. Your duty to indemnify is contingent on Company providing you with prompt written notice of the claim, allowing you to control the defense and settlement of the claim, and Company reasonably cooperating with you, at your expense, in connection with the foregoing, provided that you may not settle any claim in a manner that admits fault by Company, imposes non-monetary obligations on Company, or fails to include a full release of Company without Company's prior written consent.

28. DISCLAIMER OF WARRANTIES

EXCEPT AS OTHERWISE EXPLICITLY AGREED HEREIN, THE PRODUCTS AND SERVICES (WHETHER PROVIDED WITH OR WITHOUT CONSIDERATION) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THESE TERMS, COMPANY'S ORDER FORM, NOR ANY DOCUMENTATION FURNISHED UNDER THEM ARE INTENDED TO EXPRESS OR IMPLY ANY WARRANTY THAT THE PRODUCTS AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE AND/OR THAT ANY ERROR OR MALFUNCTION MAY OR WILL BE RESOLVED. COMPANY NEITHER PROVIDES NOR EXTENDS ANY PRODUCT OR SERVICE WARRANTY, SUPPORT AND/OR MAINTENANCE OBLIGATIONS TO YOU, AND/OR ANY SERVICE LEVEL OR UP-TIME AVAILABILITY COMMITMENT, WHETHER THE PRODUCTS AND SERVICES ARE PROVIDED WITH OR WITHOUT CONSIDERATION. YOU ACKNOWLEDGE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS AND SERVICES IS WITH YOU. SHOULD THE PRODUCTS AND SERVICES PROVE INADEQUATE IN ANY WAY, YOU AND NOT COMPANY ASSUME THE ENTIRE COST OF ANY COSTS OR DAMAGES INCURRED BY YOU. COMPANY DOES NOT WARRANT THAT ANY DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE OR DEFINED PERIOD OF TIME, OR THAT THE PRODUCTS AND SERVICES WILL PREVENT ANY EVENT, CONDITION, THREAT, LOSS, OR HARM THAT THEY ARE DESIGNED TO DETECT, MITIGATE, OR PREVENT. YOU ACKNOWLEDGE THAT ANY CUSTOMER DATA DOWNLOADED OR OTHERWISE OBTAINED, RECEIVED OR SUBMITTED THROUGH THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK AND THAT COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY HARM OR DAMAGE TO YOU OR YOUR PROPERTY (INCLUDING ANY DATA, PERSONAL COMPUTER EQUIPMENT OR STORAGE MEDIA). COMPANY IS NOT RESPONSIBLE FOR CUSTOMER DATA PROCESSED THROUGH COMPANY'S PRODUCTS AND SERVICES.

29. LIMITATION OF LIABILITY

EXCEPT FOR EITHER PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE UNDER THESE TERMS, UNDER NO CIRCUMSTANCES WHATSOEVER WILL EITHER

PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO THESE TERMS, INCLUDING ANY RELATED ORDER AND/OR AGREEMENT. EXCEPT FOR EITHER PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE UNDER THESE TERMS, INCLUDING ANY RELATED ORDER AND/OR AGREEMENT, IN NO EVENT SHALL COMPANY'S AND ITS AFFILIATES' JOINT AGGREGATE TOTAL LIABILITY UNDER THESE TERMS, INCLUDING ANY RELATED ORDER AND/OR AGREEMENT, EXCEED: THE AMOUNTS ACTUALLY PAID BY YOU TO COMPANY IN THE 12-MONTH PERIOD PRECEDING THE EVENT OF LIABILITY. SPECIFICALLY WITH RESPECT TO A FREE SUBSCRIPTION, IN NO EVENT SHALL COMPANY'S AND ITS AFFILIATES' JOINT AGGREGATE TOTAL LIABILITY UNDER THESE TERMS, INCLUDING ANY RELATED ORDER AND/OR AGREEMENT, EXCEED: AN AGGREGATE AMOUNT OF ONE HUNDRED UNITED STATES DOLLARS (US\$100). THE LIMITATIONS IN THIS SECTION ARE COMPREHENSIVE AND THE EXAMPLES GIVEN ARE NOT EXHAUSTIVE. THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS SECTION ARE SEPARATE AND INDEPENDENT OF ANY OTHER LIMITATIONS IN THESE TERMS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION OR REMEDY FAILS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.

30. **Export Control:** The Products and Services delivered to you under these Terms may be subject to U.S. and other applicable export control and sanctions laws and regulations. You shall abide by all export control and sanctions laws, rules and regulations applicable to the Products and Services. Without limiting the foregoing, you agree that you will not export, re-export, transfer, or provide access to the Products and Services, in whole or in part, to any country, person, or entity subject to U.S. or other applicable export restrictions or sanctions. For clarity, the use of the Products and Services, in whole or in part, in any country, not in accordance with U.S. or other applicable export restrictions or sanctions, is not allowed. You specifically agree not to export, re-export, transfer, or provide access to the Products and Services (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the Products and Services back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Products and Services or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.
31. **Term:** These Terms take effect upon the Effective Date. If applicable, each Order takes effect on the date stated in such Order and shall continue for the duration of the term as specified in such Order (including any renewal period(s) specified in the Order) unless terminated in accordance with these Terms. Except if an Order states otherwise, either Party may terminate these Terms at any time upon written notice to the other Party, however if Company serves such notice to terminate, it shall use its reasonable efforts to give you ten (10) days' advance notice.

32. **Termination for Material Breach:** In case of a material breach of these Terms by either Party not remedied within fifteen (15) days from the other party's written notice thereof, or in case either party should become bankrupt or insolvent and such event had not been challenged within thirty (30) days of filing, the other party shall have the right to terminate these Terms and/or the applicable Order with immediate effect. The foregoing notwithstanding, in case of any violation by you of these Terms which is non-curable, Company may immediately terminate these Terms and/or the applicable Order upon written notice, without any prejudice to any other rights or remedies it may have under these Terms or applicable law.
33. **No Cancellation, No Refunds:** Orders are non-cancellable and any Fees paid are non-refundable even in the event of any non-used term by you. Further, to the extent Company agreed in a specific Order that the Fees shall be subject to a multi-year discount (i.e. a reduced annual fee subject to a long-term commitment for the procurement of the Products and Services), then, upon early termination of these Terms and/or such applicable Order, for any reason whatsoever, an adjustment shall be made to the Fees to reflect the actual fees due to Company as a result of such early termination and consequently you shall promptly pay Company upon notice any excess amount due.
34. **Effect of Termination:** In any event of expiry or termination of these Terms or any Order, all licenses shall terminate, all amounts outstanding shall become immediately due to Company, and any and all rights or licenses granted hereunder shall immediately expire and any and all use and/or exploitation by Customer of the Products and Services, and any part thereof, shall immediately cease and expire. Provisions contained in these Terms that are expressed or by their sense and context are intended to survive the termination of these Terms shall so survive such termination.
35. **Force Majeure:** Neither party shall be deemed to be in breach of these Terms or otherwise liable to the other party for any delay in performance or non-performance of any obligations under these Terms to the extent that the delay or non-performance is due to Force Majeure provided that the relevant party has used commercially reasonable efforts to avoid and mitigate the effects of the Force Majeure and to carry out its obligations under these Terms in any other way that is reasonably practical. "Force Majeure" means any cause preventing either party from performing all or any of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented, including without limitation, strikes, lockouts, other industrial disputes or other restraints or stoppages of labor of suppliers, Acts of God, war, riot, civil commotion, terrorism, malicious damage, pandemic, epidemic or extreme weather or environmental conditions.
36. **Notices:** Any notices or communications under these Terms to you will be addressed to the addresses specified in the Order, as either party may update by written notice from time to time. Notices to Company must be sent to Dash0 Inc., 169 Madison Ave, STE 38218, New York, NY 10016, United States, Attn: Legal. Notices under these Terms shall be deemed effective immediately upon delivery if delivered personally, one (1) business day after delivery if sent by e-mail with a confirmation, one (1) business day after sending via a registered overnight carrier and five (5) days after posting if mailed by registered, certified mail. In addition, and in respect of any use of Free Subscriptions, Company may provide notices electronically in the Products and Services or otherwise on its website, as long as they are provided in a visible form to you.

37. Governing Law and Dispute Resolution:

These Terms shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. Subject to the arbitration requirement stated below, the state and federal courts located in Delaware shall have exclusive jurisdiction over any action to compel arbitration, enforce an arbitral award, seek injunctive or equitable relief, or otherwise address matters not subject to arbitration.

Dispute resolution shall in the first instance be via good-faith executive-level discussions between the Parties, failing which, the parties will submit the Dispute to final and binding arbitration administered by JAMS Mediation, Arbitration and ADR Services (“**JAMS**”) pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS’ Streamlined Arbitration Rules and Procedures, if applicable (collectively, the “Rules”) that are in effect at the time of the commencement of the arbitration. The seat of arbitration shall be Delaware. The parties agree to conduct any hearings or conferences required by the arbitration virtually by videoconference; provided, however, that if virtual video conferencing is not available, such hearings or conferences shall be in New York, New York. The arbitrators’ award may be entered and enforced in any court with competent jurisdiction. The costs of the arbitration proceeding, including reasonable attorneys’ fees and costs, will be determined by the arbitrators, who may apportion costs equally, or in accordance with any finding of fault or lack of good faith of either party. **THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.** The parties agree that any arbitration shall be conducted on an individual basis only and not as a class, collective, or representative action.

- 38. Assignment:** Company may assign these Terms and/or any Order without a notice or your consent, including in connection with any merger, reorganization, change of control, sale of assets, or transfer to an affiliate. You, however, may not assign these Terms and/or any Order without Company’s prior written consent. These Terms shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 39. Entire Agreement, Updates:** These Terms (including any Order and exhibits and schedules thereto) constitute the entire agreement between the parties with respect to the Products and Services and supersedes all previous proposals, both oral and written, representations, writings, and all other communications between the parties. Company may modify, update, discontinue, or replace features, functionality, APIs, integrations, or other components of the Products and Services from time to time, provided that Company will not materially reduce the core functionality of the Products and Services during an active paid Order. Company may make changes at any time to address security, legal, operational, or technical issues. Company reserves the right, at its discretion, to update, change, modify, add, or remove portions of these Terms, including any incorporated policies, product documentation, pricing or tier materials, usage limits, feature descriptions, or other online terms (“**Agreement Updates**”), by providing you notice through any reasonable means, including by e-mail, through the Products and Services, in your account settings/admin console, by posting on Company’s website, or through any other notice made available by Company. Material Agreement Updates will become effective no earlier than fourteen (14) days after notice, except where the material update is required by applicable law or relates to security, abuse prevention, service integrity, new features, Free Subscriptions, or Usage Limits, in which case it will become effective on the date

stated in the notice or, if no date is stated, upon posting or availability. All other Agreement Updates will become effective on the date stated in the notice or, if no date is stated, upon posting or availability. If you object to any Agreement Update, your exclusive remedy is to stop using the Products and Services before the effective date of such Agreement Update. Your continued access to or use of the Products and Services after the effective date of any Agreement Update shall constitute your binding acceptance of the Agreement Update. No Agreement Update will retroactively modify the parties' rights or obligations with respect to any claim that accrued before the effective date of such Agreement Update.

40. **Publicity.** Company may identify you as a customer and use your name and logo in Company's customer lists, websites, presentations, marketing materials, and sales materials, subject to any trademark usage guidelines provided by you to Company in writing. Company will not issue any press release announcing you as a customer without your prior written approval.
41. **Relationship between the Parties:** The parties are independent contractors and these Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries under these Terms.
42. **Waiver, Severability:** Neither party's failure to exercise or enforce any right or provision of these Terms will constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of these Terms remain in full force and effect.

If you have any questions about these Terms, please contact legal@dash0.com.