

SCYLLADB PROPRIETARY SOFTWARE LICENSE AGREEMENT

Last updated: February 25, 2022

This ScyllaDB Proprietary Software License Agreement (the “**Agreement**”) governs the relationship between ScyllaDB Inc. or ScyllaDB, Ltd. (each, as applicable “**ScyllaDB**” or “**Company**”) and the customer (“**you**” or “**Customer**”), as identified in the order form executed by and between ScyllaDB and Customer (“**Order Form**”) and shall be effective as of the earlier of the effective date set forth in the Order Form or the date on which you first access or use the Software or the Services (“**Effective Date**”). This Agreement shall be an integral part of the Order Form, setting forth the terms and conditions upon which the ScyllaDB database software (the “**Software**”) is licensed to Customer during the Subscription Term (defined below) in accordance with the terms and conditions hereunder. *Capitalized terms not defined herein shall have the meaning ascribed to them in the Order Form.* Each of ScyllaDB or Customer shall be referred as a “**Party**” and together the “**Parties**”.

ScyllaDB may modify the terms set forth herein from time to time and such updated terms, once posted on ScyllaDB’s website, shall govern. We recommend that you periodically review the terms, to see if any changes were introduced as reflected in the “Last Updated” date hereinabove.

1. LICENSES.

1.1. Customer shall be granted a license to use the Software as set forth in the Order Form, and use of the Software shall be subject to and conditioned upon compliance with the terms and conditions of this Agreement, including the limitations, conditions, restrictions and obligations set forth below in accordance with the relevant License (as set forth in the Order Form):

1.1.1. **Evaluation License.** For any use of the Software under an evaluation process (“**POC**”), ScyllaDB grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software for up to 60 days’ period (or as otherwise agreed by the Parties in writing) commencing as of the Effective Date, subject to the terms, conditions or parameters contained herein and in the applicable Order Form, for the sole purpose of evaluating the Software and determining whether you wish to purchase a subscription to an Enterprise License (the “**Evaluation License**”). For the avoidance of doubt, in case you wish to use the Software for any purpose other than as permitted under this Evaluation License, you must first contact

ScyllaDB and purchase an Enterprise License. This Agreement shall apply, *mutandis mutatis*, to the Evaluation License.

1.1.2. **Development License.** For the Software designated as provided under a Development License, ScyllaDB grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software for up to 60 days' period commencing as of the Effective Date, subject to the terms, conditions or parameters contained in the applicable Order Form, for the sole purpose of developing and testing the Software in order to determine its the compatibility to your internal systems (the "**Development License**"). For the avoidance of doubt, in case you wish to use the Software for any purpose other than as permitted under this Development License, you must first contact ScyllaDB and purchase an Enterprise License. This Agreement shall apply, *mutandis mutatis*, to the Development License.

1.1.3. **Enterprise License.** For the Software designated as provided under an Enterprise License, ScyllaDB grants you, during the Subscription Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Software, subject to the terms, conditions or parameters contained in the applicable Order Form (the "**Enterprise License**"). Each of the Evaluation License, the Development License and the Enterprise License, as applicable, shall be referred to herein as a "**License**". For the purpose of this Agreement, the "**Subscription Term**" shall mean the period defined in the Order Form in which the Customer has the authority to utilize the Software, commencing on the Effective Date until expiration or termination of such term in accordance with this Agreement.

1.2. **Use Restrictions.** Under any of the Licenses granted hereunder, Customer shall not and shall not permit others to: (i) transfer the Software or any portions thereof to any other party except as expressly permitted herein; (ii) copy the Software or any portion thereof, except that you may make one copy of the Software for backup purposes, in object code form only, provided that the backup copy must include all copyright and other proprietary notices contained in the original; (iii) attempt to circumvent or overcome any technological protection measures incorporated into the Software; (iv) reverse engineer, disassemble, or decompile the Software in any form or by any means; (v) modify or create derivative works of the Software; (vi) incorporate the Software into the structure, machinery or controls of any aircraft, other aerial device, military vehicle, hovercraft, waterborne craft or

any medical equipment of any kind; (vii) distribute, sell, sublicense or otherwise transfer or provide access to the Software to any third party, including, without limitation, provision of Company's database management services through the Software (the "**Service**"); or (viii) use the Software or any part thereof in any unlawful, harmful or illegal manner, or in a manner which infringes third parties' rights in any way, including intellectual property rights.

- 1.3. The Customer shall be allowed to provide access to third parties to the Software, solely as may be required for the Customer's internal business purposes only, in accordance with the terms and conditions of the relevant License, and provided that the Customer shall be fully responsible and liable for any damages or losses caused directly or indirectly as a result of such access.
- 1.4. Customer acknowledges that the Software may contain open-source components ("**OSS Components**") that are governed separately by certain open-source licenses, in each case as further provided by Company upon request. Customer is responsible for complying with the terms of all applicable open-source licenses in its use of the Software and the OSS Components.
- 1.5. To ensure compliance with the terms of this Agreement, during the term of this Agreement and for a period of three years thereafter, ScyllaDB (or an agent bound by customary confidentiality undertakings on its behalf) may audit the books, records and logs of the Customer which are related to the Customer's use of the Software. Such audit may be conducted once per year, following at least ten days' prior written notice, during regular business hours. The cost of such audit shall be borne by ScyllaDB unless it is determined that the Customer has materially breached this Agreement or has made use of the Software which exceeds in a manner that is not negligible the Software ordered under any Order Form.

2. PROPRIETARY RIGHTS.

- 2.1. ScyllaDB retains sole and exclusive ownership of all rights, interests and title in the Software, Services, Documentation, or any programming tools provided by ScyllaDB and any derivative or copy therefrom ("**ScyllaDB IP**"), and Customer acknowledges that all rights, title and interest in and to the ScyllaDB IP, and any and all trademarks, trade names, copyrights, patents, patentable inventions, and any and all other intellectual property rights used or embodied in or in connection therewith, are and shall remain in the sole and exclusive ownership of ScyllaDB, subject only to the rights and Licenses expressly granted by ScyllaDB hereunder. Customer shall make no claim of right to the Software or any part thereof to be

supplied by ScyllaDB hereunder and acknowledges that as between ScyllaDB and Customer, such Software is the sole proprietary to ScyllaDB.

- 2.2. With the exclusion of Customer confidential information, Customer hereby agrees that ScyllaDB shall be free to use for any purpose whatsoever any suggestions, ideas, concepts, know-how, techniques, certain electronic information regarding the usage and performance of the Software that the Company software transmits to ScyllaDB or contained in any communications between ScyllaDB and Customer, including, but not limited to, feedback, comments, suggestions, and the like for the development, production and marketing of products and services that incorporate such information (the “**Feedback**”), without compensation to Customer. Without derogating from the above, it is hereby clarified that all rights, title and interests in and to any Feedback shall vest solely with ScyllaDB, and will be owned exclusively by ScyllaDB (and the Feedback is hereby irrevocably assigned to ScyllaDB by Customer, to the extent necessary to reflect the above).
- 2.3. For the purpose of this Agreement the term “Documentation” means the specifications, design documents and analyses, programming tools, plans, models, flow charts, reports and drawings, documentation and any other descriptions related to the Software as may be provided by ScyllaDB to Customer from time to time, which in any event are designed to explain the intended functionality of the Software and to assist in the installation, use and configuration of the Software.
- 2.4. Except as expressly granted in this Agreement, no license or right is granted to Customer by implication, estoppel or otherwise with respect to the Software, the Service or any other intellectual property rights of ScyllaDB.

3. **ORDERS, PAYMENTS AND INVOICING.**

- 3.1. All Orders Forms are subject to the terms and conditions of this Agreement. All Order Forms shall be signed by both parties and shall be binding, non-refundable and non-cancellable unless explicitly set forth herein and in the applicable Order Form. For avoidance of doubt, it is clarified that if a Purchase Order (“**PO**”) is listed as a requirement in the Order Form, the issuance of such PO is not a condition to the effectiveness of this Agreement or the binding effect of the Order Form.
- 3.2. The fees for the Software and Services (the “**Fees**”) shall be as set forth herein and in the applicable Order Form. Any License granted to the Customer hereunder is subject to the full and timely payment of the Fees. Unless expressly stated otherwise in the applicable Order Form, the Fees shall be subject to the following provisions:
 - 3.2.1. Any Fees, quotes or price lists attached to any Order Form shall be relevant during the Subscription Term, for up to the maximum number of Licenses purchased or as set to be purchased under such Order Form. Any discounts,

payment terms or other special terms afforded by ScyllaDB are subject to and contingent upon Customer's fulfillment of the terms and obligations under the applicable Order Form and for the Subscription Term.

3.2.2.If Customer wishes or expects to use a licenses capacity in an amount, terms or parameters which exceed the amount, terms or parameters set in the applicable Order Form ("**Over-Usage**"), it shall notify ScyllaDB in advance, or - in case of Over-Usage which was not reported in advance, Customer shall notify ScyllaDB within no later than 7 days from such non-reported Over-Usage and provide adequate logs. Unless otherwise agreed in an Order Form, any Over-Usage shall be calculated by ScyllaDB and charged in accordance with the then applicable 'On-Demand' fees offered at such time by ScyllaDB ("**On-Demand Fees**") and any previous discounts or benefits shall not apply.

3.2.3.Where applicable, notwithstanding anything to the contrary in this Agreement, ScyllaDB shall have the right, solely for the purpose of preventing an immediate adverse impact of Customer's operations such as potential major outage, to increase the licenses capacity in an amount, terms or parameters which exceed the amount, terms or parameters set in the applicable Order Form ("**Emergency Over-Usage**"). Any Emergency Over-Usage shall be calculated by ScyllaDB and charged in accordance with the then applicable On-Demand Fees (starting as of the date on which the Company actually increases licenses capacity and extending up until the end of the Subscription Term or as otherwise be determined by the Parties in good faith). ScyllaDB shall notify the Customer as soon as reasonably practicable following such change.

3.2.4.Any use of the Software without renewal/ extension pursuant to Section 10.2 herein ("**Non-Renewal Usage**") shall be calculated by ScyllaDB and charged in accordance with On-Demand Fees as of the applicable End Date as set forth in the Order Form and any previous discounts or benefits shall not apply.

3.2.5.It is hereby agreed that for any Non-Renewal Usage, Over-Usage or Emergency Over-Usage, the term of this Agreement shall apply.

3.3. Taxes. All Fees payable by Customer are net amounts payable to ScyllaDB and are exclusive of indirect taxes including without limitations, all federal, state and local excise, sales, use, value-added, occupational, levies, assessments, import duties and other taxes which may be imposed by any governmental or tax entity in connection with any transaction contemplated by this Agreement and/or the Order Form (excluding any taxes assessed against ScyllaDB's net income) ("**Taxes**"). It is

hereby clarified that Customer shall be fully responsible to pay any and all Taxes, even if not stated in the relevant invoice and Customer shall not be entitled to withhold or deduct any taxes of whatever nature now or hereafter imposed (including without limitation to any government or tax authority) from the Fees or any other payment to Company.

3.4. Unless expressly stated otherwise in the applicable Order Form:

3.4.1. Fees are invoiced annually in advance and are non-refundable and non-cancellable.

3.4.2. Invoice shall be issued and delivered to the Customer digitally as soon as practicable following the earlier of the Effective Date or the execution date of the Order Form.

3.4.3. Payment of invoices is due within no later than 30 days from date of invoice.

3.4.4. If your purchase was made via a Cloud Provider's Marketplace (such as Amazon Web Services (AWS), Microsoft Azure, Google Cloud Platform (GCP) etc.), then the payment process applicable to such Cloud Provider's Marketplace purchases shall supersede the payment terms set forth herein, to the extent inconsistent.

3.4.5. All payments shall be made in U.S. Dollars.

3.5. Each payment to be made by Customer hereunder in respect of the Services shall be made without set-off, withholding, counterclaim, reduction or diminution of any kind or nature.

3.6. Late Payments; Suspension. If Customer is late on payment of Fees, Customer will be given 7 days to rectify the issue and resume payment, any payment not rectified shall be considered as late payment. Late payments shall bear interest at the rate of 1.5% per month (or the highest rate permitted by applicable law, if less) from the payment due date until paid in full. Customer will be responsible for all expenses (including reasonable attorneys' fees) incurred by ScyllaDB in collecting such late payments amounts. If payment is not made, ScyllaDB may terminate the Agreement for breach pursuant to the terms and conditions hereunder.

3.7. No Refunds. In the event of termination of this Agreement due to a material breach by ScyllaDB, as determined by a court of competent jurisdiction, ScyllaDB shall refund any prepaid unused fees paid by Customer for the License. In any other case, no refund, full, partial or pro-rated, shall be provided, and no obligation to pay shall be deemed waived, with respect to any License (including, for avoidance

of doubt, any subscriptions) appearing in any duly executed Order Form, whether the Subscription Term have already commenced or not.

4. CONFIDENTIALITY.

- 4.1. During the term of this Agreement and thereafter, the Parties (i) shall treat as confidential and proprietary all information which is identified as confidential or proprietary, or which can be reasonably deemed to be such, and which is disclosed by one Party to the other ("**Confidential Information**"); (ii) shall not disclose such Confidential Information to any third party, except for such Party's employees and consultants which have a specific need to know such information for the purpose of carrying out this Agreement ("**Representatives**") and only if such Representatives executed a confidentiality agreement protecting such Confidential Information by terms no less stringent than those contained in this Section 4. Each Party shall be responsible for enforcing the terms of this Agreement vis-à-vis any of its Representatives, and shall be liable for any breach of the terms of this Agreement by any of its Representatives, as if such breach was a breach of the such Party of this Agreement.
- 4.2. The foregoing shall not apply to any information that the Party receiving such information can prove by reasonable records: (i) is already in the Party's possession, prior to the disclosure thereof, other than as a result of the breach of a legal or contractual obligation on the part of the receiving Party; (ii) was lawfully received by such Party from a third party having rights to disclose, and under no confidentiality obligations known to such Party with respect to such information; (iii) is or becomes a part of the public knowledge through no wrongful act of either Party; (iv) is approved for release in writing by the Party to whom the confidential or proprietary information belongs; or (v) is or was developed independently by the receiving Party without reliance on, reference to or use of any information of the other Party, and without any breach of this Agreement, as evidenced by contemporaneous written documents.
- 4.3. Any breach or threatened breach of this Section may cause irreparable harm to the disclosing party for which there is no adequate remedy at law. Therefore, the disclosing party will be entitled to seek injunctive relief without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law.
- 4.4. The confidentiality and non-use obligations under this Section shall be in effect for the term of this Agreement and shall survive any expiration or termination of this Agreement for a period of 3 years.

5. DATA PROTECTION.

The Data Processing Agreement, which includes all data processing obligations of the parties under this Agreement available at <https://www.scylladb.com/data-processing-agreement> is incorporated herein as an integral part of this Agreement.

6. WARRANTIES; DISCLAIMER OF WARRANTIES.

6.1. Customer represents and warrants that (i) it has the right and authority to enter into this Agreement and to fulfill its undertakings set out in this Agreement, (ii) it has sufficient facilities, personnel, financial and other resources to fulfill its duties and obligations in accordance with the terms of this Agreement (iii) the execution, delivery, and performance by Customer of this Agreement will not result in any violation of any agreement or instrument to which Customer is a party nor in the breach of any applicable law and/or order by any competent authority.

6.2. ScyllaDB represents and warrants to Customer that:

6.2.1. it is not bound by or a party to any agreement or understanding with any third party that interferes with or shall interfere with its right to perform its obligations under this Agreement and license the Software hereunder;

6.2.2. any Support shall be performed (i) in accordance with the ScyllaDB Support Policy, and is available at <https://www.scylladb.com/scylladb-support-policy/>, (ii) by persons with the proper skill, training and background, and (ii) consistent with generally accepted industry standards;

6.2.3. unless otherwise expressly set forth in the Documentation, ScyllaDB represents and warrants that, to its knowledge, the Software contain any “Trojan horse”, “worm”, “trap door”, “malware” (as such terms are commonly understood in the computer software industry), or any other device or code designed to destroy, copy, collect or expose data or files without the knowledge and consent of the Customer, or otherwise designed to disrupt, damage, disable, impair or interfere with use of the computer on which such code resides or the other software programs on such computer.

6.3. As a remedy for any breach of its warranties in this Section 6.2, ScyllaDB will, at its own expense correct any such breach, as is practical. In the event that ScyllaDB is unable to correct such breach within a reasonable time (but in no event more than 30 days), Customer shall have the right to terminate this Agreement (including any Order Forms) and ScyllaDB shall provide to Customer a pro-rated refund for the unused portion of the amount actually paid to ScyllaDB for the License.

6.4. Any malfunctions or non-conforming defective or non-conforming Software, Documentation or Services shall be governed by ScyllaDB’s Support Policy.

6.5. EXCEPT AS OTHERWISE EXPLICITLY SET FORTH IN THIS AGREEMENT, YOU AGREE THAT SCYLLADB HAS MADE NO EXPRESS WARRANTIES TO YOU REGARDING THE SOFTWARE AND THAT THE SOFTWARE IS BEING PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND. SCYLLADB DISCLAIMS ALL WARRANTIES WITH REGARD TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; MERCHANTABLE QUALITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SCYLLADB DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED, EXCEPT AS EXPRESSLY PROVIDED HEREUNDER.

7. LIMITATION OF LIABILITY.

7.1. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL SCYLLADB BE LIABLE TO YOU FOR ANY LOSS OF USE; INTERRUPTION OF BUSINESS; OR ANY DIRECT; INDIRECT; SPECIAL; INCIDENTAL; OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT; TORT (INCLUDING NEGLIGENCE); STRICT PRODUCT LIABILITY OR OTHERWISE; EVEN IF SCYLLADB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. OTHER IN CONNECTION WITH SCYLLADB’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF SCYLLADB, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNTS PAID AND DUE BY CUSTOMER TO SCYLLADB DURING THE PERIOD OF THE 6 MONTHS PRECEDING THE DATE OF THE CLAIM. THE FOREGOING PROVISION LIMITING THE LIABILITY OF SCYLLADB SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, OR A BREACH OF A FUNDAMENTAL TERM OR CONDITION.

8. INTELLECTUAL PROPERTY INFRINGEMENT.

8.1. In the event that a legal action is brought against Customer to the extent that it is based on a claim that the Software infringes a patent, copyright, trademark, service mark, trade secret or other intellectual property or proprietary right of a third party (an “**Infringement Claim**”), ScyllaDB shall provide Customer with legal defense at its own expense and pay for costs and damages awarded against Customer in such action or agreed to under a settlement, provided that: (i) Customer promptly provides ScyllaDB with a written notice of such legal action, provided that failure of the Customer to give ScyllaDB prompt notice as provided herein shall not relieve ScyllaDB of any of its obligations under this Section, except to the extent that

ScyllaDB is materially prejudiced by such failure; (ii) Customer grants ScyllaDB complete authority over the legal defense and settlement negotiations, provided, however, that no settlement of an Infringement Claim that involves a remedy other than the payment of money by ScyllaDB shall be entered into without the consent of Customer, which consent will not be unreasonably withheld; (iii) Customer fully cooperates with ScyllaDB with respect to such legal action; and (iv) no settlement with respect to such legal action shall be made without ScyllaDB's prior written approval.

- 8.2. Notwithstanding the above, ScyllaDB shall have no liability to defend and pay for any Infringement Claim to the extent that the action: (i) is based on a modification of the Software modified not by ScyllaDB; (ii) results from Customer's failure to use an updated version of the Software; (iii) is based on a combination or use of the Software with any software, program or device, including without limitation software licensed under the terms of applicable open source Licenses, not provided or approved by ScyllaDB; (iv) results from Customer's use of the Software following the termination of the Agreement or is otherwise in breach of this Agreement (including, but not limited to, any use of the Software, the Services or a part thereof which has not been paid for the by the Customer).
- 8.3. In the event that Customer is enjoined or prevented from using any Software as a result of an Infringement Claim, ScyllaDB agrees, to (i) procure the right to continue using the Software or (ii) replace or modify the Software to eliminate the infringement while providing substantially equivalent functional performance. In the event that ScyllaDB is unable to procure the right to continue using or replace or modify the Software pursuant to clauses (i) and (ii) above, Customer shall have the right to terminate the Software, or this Agreement, and ScyllaDB shall provide to Customer a pro-rated refund for the unused portion of the amount actually paid to ScyllaDB for the License.
- 8.4. THIS SECTION STATES SCYLLADB'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO AN INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OF ANY KIND RELATED TO THE SOFTWARE PROVIDED TO CUSTOMER UNDER THIS AGREEMENT.

9. EXPORT CONTROL.

- 9.1. The Parties shall comply with all applicable export or import laws and regulations as relevant to this Agreement. Furthermore, the Parties agree not to use or otherwise export or re-export the Software or anything exchanged or transferred between them pursuant to this Agreement except as authorized by applicable

export control laws, including, applicable United States laws and the laws of the jurisdiction in which it was obtained. In particular, but without limitation, the Software may not be exported or re-exported (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 Person's List or Entity List. By entering into this Agreement, each Party represents and warrants that they are not located in any such country or on any such list. Each Party also agrees that they will not use the Software for any purposes prohibited by applicable export or import control laws and regulations, including, without limitation, the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons. Customer shall be solely responsible for compliance with any such import, use, or export restrictions with respect to its use of the Software. In the event either Party becomes aware of any suspected violations of this Section that Party will promptly inform the other Party of such suspected violations, and cooperate with one another in any subsequent investigation and defense, be they civil or criminal.

10. TERM, TERMINATION OF THIS AGREEMENT.

10.1. This Agreement shall be in effect as of the Effective Date for the duration specified under the Order Form unless earlier terminated in accordance with this Section 10 (the "**Term**"). Your right and License to use the Software shall immediately end and be null and void if you fail to comply with any of the terms set forth in this Agreement if you fail to correct such failure within 30 days after being notified in writing of such failure, except that for breaches of Section 1.2 above, (Use Restrictions) ScyllaDB shall be entitled to immediately terminate this Agreement. Following termination of this Agreement you shall destroy all copies of the Software. Customer may terminate this Agreement in the event ScyllaDB materially breaches this Agreement or an Order Form and fails to remedy such breach within 30 days after receiving written notice from Customer.

10.2. Customer acknowledges and agrees that renewals by entering a new Order Form or extensions of an existing Order Form shall be Customer's sole responsibility. For any use of the Software after the applicable End Date without such renewal and/or extension, Section 10.2 shall apply.

10.3. The provisions of Sections 2 - 7, 10 and 11, as well as those provisions which by their terms are intended to survive, shall survive the expiration or termination of this Agreement for any reason. Immediately following termination of this Agreement Customer shall pay to ScyllaDB all payable Fees in accordance with the

payment terms of the Order Form, including with respect to payments following such termination which shall be invoiced by ScyllaDB to Customer. Furthermore, Customer shall cease all use of the Software following termination of this Agreement and the Licenses granted hereunder shall immediately terminate at the termination date.

- 10.4. In the event of a termination (except for termination due to a material breach by Customer) or expiration of this Agreement, this Agreement shall, at Customer's sole option, survive for a period of up to 6 months ("**Transition Period**") to allow Customer to transition away from the Software and support services. During the Transition Period, Customer shall continue to pay the Fees paid by Customer at the time of such termination or expiration and the Parties shall comply with all other terms of this Agreement.

11. GENERAL PROVISIONS.

- 11.1. **Assignment.** The Customer may not assign, transfer, or otherwise dispose of this Agreement or any of its rights, interest, or obligations hereunder without the prior written consent of ScyllaDB. ScyllaDB may transfer or assign this agreement to: (a) an affiliate of the ScyllaDB; or (b) an acquirer of all or substantially all of the shares or assets of such party through change of control event. Any assignment of this Agreement in violation of this provision shall be null and void.
- 11.2. **Notices.** All notices and demands hereunder shall be in writing and shall be served by at least one of the following: (1) personal service; (2) registered or certified mail at the address of the receiving Party set forth in this Agreement (or at such different address as may be designated by such Party by written notice to the other Party); (3) electronic mail with electronic confirmation and followed immediately by (1) and/or (2).
- 11.3. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of Israel (if the applicable ScyllaDB entity appearing in the Order Form is Scylla DB Ltd.,) or the laws of Delaware, U.S.A. (if the applicable ScyllaDB entity appearing in the Order Form is ScyllaDB Inc.), without giving effect to their respective conflicts of laws provisions, and the competent courts situated in Tel Aviv or in Delaware, respectively, shall have sole and exclusive jurisdiction over the Parties and any conflict and/or dispute arising out of, or in connection to, this Agreement.
- 11.4. **Integration.** This Agreement sets forth the entire agreement between the parties on the subject hereof and supersedes any and all previously or currently existing

oral or written agreements, understandings, memoranda, letters of intent, or representations on the subject matter hereof, as of the Effective Date.

- 11.5. **Severance.** If any one or more of the terms of this Agreement shall for any reason be held to be invalid or unenforceable, such term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. Any determination of the invalidity or unenforceability of any provision of the Agreement shall not affect the remaining provisions hereof unless the business purpose of this Agreement is substantially frustrated thereby.
- 11.6. **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.
- 11.7. **Order of Precedence.** In the event of any discrepancy between the terms and conditions of the Agreement and the terms and conditions of an Order Form, the terms and conditions of the Agreement shall govern unless explicitly stated otherwise in the Order Form. In the event the Order Form states that a PO from the Customer is required, then it is agreed that any terms and conditions inconsistent with the Order Form appearing in such PO, shall not be binding.
- 11.8. **Signatures.** Each party hereto represents that its signatory whose signature appears on the Order Form has been and is on the date of the Order Form duly authorized by all necessary corporate or other appropriate action to execute the Order Form and enter into this Agreement. The Parties hereto consent to the execution of the Order Form by electronic signatures and agree that such signatures shall be treated, for purpose of validity, enforceability and admissibility the same as hand-written signatures.

[End of ScyllaDB Proprietary Software License Agreement]