



SingleStore™

SINGLESTORE MAIN SERVICES AGREEMENT

This Main Services Agreement (the "Agreement") governs Customer's acquisition and use of Services offered by SingleStore, Inc. ("SingleStore").

By accepting this Agreement by: (a) clicking a box indicating acceptance; (b) executing an Order Document that references this Agreement; or (c) accessing or using the Services. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its Affiliates to this Agreement, and the term "Customer" shall refer to such entity and its Affiliates.

If the individual accepting this Agreement does not have such authority or does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use the Services.

This Agreement is effective as of the date Customer accepts this Agreement.

1. Definitions

In addition to capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

- 1.1. **"Affiliate"** means an entity that controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. **"Cloud Computing Environment"** means a cloud or other compute or data storage environment controlled by a Party, an End User or by an external user under this Agreement.
- 1.3. **"Customer"** means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (while they remain Affiliates) which have entered into Order Documents.
- 1.4. **"Customer Data"** means electronic data and information submitted by or for Customer to the Services.
- 1.5. **"Customer Marks"** means Customer's trademarks, tradenames, service marks, and logos.
- 1.6. **"Documentation"** means all specifications, user manuals, and other associated technical documentation related to the Services located at <http://docs.singlestore.com/>, as may be modified by SingleStore from time to time.
- 1.7. **"End User"** means, in the case of an individual accepting this Agreement on their own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who Customer authorizes to use the Services pursuant to Customer's rights under this Agreement, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SingleStore at Customer's request) has supplied an End User name and password. End Users may include, for example, employees, consultants, contractors, and agents of Customer.
- 1.8. **"Order Document"** means each written order or online order specifying the Services to be provided under this Agreement and applicable Fees that is entered into between Customer and SingleStore. By entering into an Order Document or online order, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- 1.9. **"Professional Services"** means the professional consulting or training services purchased in the applicable Order Document or a mutually executed statement of work ("**SOW**").



- 1.10. **"Services"** means the SingleStore products and services that are ordered by Customer under an Order Document or online purchasing portal, or made available online by SingleStore on a subscription or a pay as you go basis.
- 1.11. **"Software"** means any software downloaded from SingleStore, or the SingleStore Self-Managed software offering described in Exhibit A, which is incorporated into this Agreement by reference, and the applicable Order Document and Documentation, including any associated offline components.
- 1.12. **"Third-Party Services"** means the certain third-party websites and applications that the Services may integrate with.

2. **Services Generally**

This Section applies to SingleStore's provision of all Services.

- 2.1. Services. SingleStore will: (a) make the Services available to Customer under the terms of this Agreement, applicable Order Document(s) and the Documentation; (b) provide support for the Services in accordance with the then-current [SingleStore Support Terms and Conditions](#); (c) abide by the [Service Level Agreement](#) ("**SLA**"), which is incorporated into this Agreement by reference; and (d) comply with laws and government regulations applicable to SingleStore's provision of the Services to its customers, subject to Customer's and End Users' use of the Services in accordance with this Agreement, applicable Order Document(s) and the Documentation.
- 2.2. Security and Protection of Customer Data. During the term of this Agreement, SingleStore will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of Customer Data, as described in the Documentation. Solely if and to the extent that SingleStore processes any personal data of which Customer is the data controller, the [Data Processing Addendum](#) ("**DPA**") forms part of this Agreement.
- 2.3. Customer Responsibilities. Customer will: (a) use the Services only in accordance with this Agreement, Order Documents, Documentation and applicable laws and government regulations; (b) be responsible for End Users' compliance with this Agreement, Order Documents and Documentation; (c) be responsible for the accuracy, quality, and legality of Customer Data, including the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SingleStore promptly of any such unauthorized access or use, and (e) be solely responsible for the security of any Customer Cloud Computing Environment and any Customer system as set forth in Exhibit B. Any use of the Services in breach of the foregoing by Customer or End Users that in SingleStore's judgment threatens the security, integrity, or availability of SingleStore's services, may result in SingleStore's immediate suspension of the Services, however SingleStore will use commercially reasonable efforts to provide notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 2.4. Account Administration. Customer acknowledges that it retains sole administrative control over to whom it grants access to Customer Data hosted in the Services. Customer may specify one or more End Users as administrators (each an "Administrator") to manage its account, and SingleStore is entitled to rely on communications from such Administrators when servicing Customer's account. Customer's Administrators may have the ability to access, monitor, use, and/or export Customer Data.



- 2.5. End User Access. Each End User will use a unique End User name and password to access the Services. End Users may only access the Services during one (1) concurrent login session. The unique End User names and passwords cannot be shared or used by more than one individual End User to access the Services. Customer agrees to provide to SingleStore information and other assistance as necessary to enable SingleStore to establish End Users' access to the Services and will verify all End User requests for access to the Services. Customer is solely responsible for all activities that occur under End User accounts.
- 2.6. Use Restrictions. Customer will not, and will ensure its End Users will not: (a) make the Services available to anyone other than Customer or its End Users, or use the Services for the benefit of anyone other than Customer or its Affiliates, except as expressly allowed in an Order Document; (b) modify, adapt, alter or translate the Services; (c) sublicense, lease, sell, resell, rent, loan, or distribute the Services, or any part thereof, or include the Services in a service bureau or outsourcing offering; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services or any part thereof; (e) interfere in any manner with the operation of the Services or the hardware and network used to operate the same; (f) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) modify, copy, disclose (except as expressly authorized in this Agreement) or make derivative works based on any part of the Services; (h) access or use the Services, or any feature, information or functionality thereof, to build a similar or competitive product or service or otherwise engage in competitive analysis or benchmarking; (i) attempt to access the Services through any unsupported API; (j) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of SingleStore or its licensors on the Services or any copies thereof; (k) upload to the Services any Customer Data that contains any sensitive personal information (such as financial, medical or other sensitive personal information such as government IDs, passport numbers, protected health information, credit card data, or social security numbers); or (l) otherwise use the Services in any manner that exceeds the scope of use permitted under applicable Order Documents. If SingleStore reasonably believes that Customer has breached or is breaching the terms of this Section 2.6 in a manner that in SingleStore's reasonable discretion has caused or is likely to cause material harm to SingleStore, the Service, or SingleStore's other customers, then SingleStore reserves the right to suspend Customer's use of or access to the Services. SingleStore will provide Customer with notice of such suspension as soon as reasonably practicable given the circumstances and, unless Customer's breach was willful or otherwise infringes on the intellectual property rights of SingleStore, work with Customer to cure the breach and thereafter restore Customer's access to and use of the Services.
- 2.7. Third-Party Services Integrations. Third-Party Services shall be governed solely by the terms and conditions applicable to such Third-Party Services, as agreed to between Customer and the Third-Party Services providers. SingleStore does not endorse or support and is not responsible for Third-Party Services, including without limitation, the privacy and data security policies and practices related to Third-Party Services. Customer may enable integrations between the Services and Third-Party Services, and by doing so: (a) instructs SingleStore to share Customer Data (including, to the extent necessary, any Personal Data) with the providers of such Third-Party Services in order to facilitate the integration; and (b) grants SingleStore permission to allow Third-Party Services and its providers to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate for the interoperation of Third-Party Services with the Services. Customer is responsible for providing all instructions to the Third-Party Services providers about the use and protection of Customer Data. SingleStore and Third-Party Services providers are not processors or sub-processors of Personal Data with respect to each other.



- 2.8. Backup/Archival Copies of Customer Data. SingleStore does not provide an archiving service for the Services. SingleStore agrees only that it will not intentionally delete any Customer Data from the Services so long as Customer is in compliance with the terms of this Agreement, the applicable Order Document(s), and/or until the termination of Customer's applicable subscription. Unless Customer Data is extracted by Customer prior to the termination or expiration of this Agreement, Customer will thereafter have no access to the Customer Data, and SingleStore may delete such data at any time. SingleStore expressly disclaims all other obligations with respect to storage of Customer Data.
- 2.9. Professional Services. The Order Document or SOW, as applicable, will include: (a) a description of the scope of work to be performed; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Document or SOW, as applicable, will incorporate the terms and conditions of this Agreement. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with Services or Software installation, deployment, and usage; and (b) training in use of the Services or Software. Customer shall have a non-exclusive license right to use any SingleStore Software (including any documentation, code, software, tools, training materials or other work product) provided or made available in connection with the Professional Services solely in connection with Customer's permitted use of the Services or Software, subject to all the same terms and conditions as apply to Customer's Services or Software license (including Section 2.6 above and Section 4 in Exhibit A (Use Restrictions)). The Professional Services shall be provided as stated on the Order Document or SOW. Fees for Professional Services are exclusive of SingleStore's preapproved T&E costs incurred in rendering such services and are subject to reimbursement by Customer.

3. **Fees and Payments**

- 3.1. Fees. Customer will pay SingleStore all fees for the Services on the basis set forth at <https://www.singlestore.com/cloud-pricing>, or as specified in an Order Document (the "**Fees**"). Except as otherwise set forth in this Agreement or an Order Document, payment obligations are non-cancelable, Fees paid are non-refundable.
- 3.2. Invoices and Payments. Except as otherwise set forth in the relevant Order Document, SingleStore will invoice Customer, or, where Customer has provided valid payment method to SingleStore, SingleStore will charge Customer, for all Fees annually in advance. Unless otherwise stated in the Order Document, full payment for invoiced Fees is due within 30 days after the invoice date. Renewal Fees for any renewal subscription term will be due and payable within thirty (30) days of expiration of the then-current term.

Where Customer has provided valid payment method information to SingleStore, Customer authorizes SingleStore to either charge the payment method designated by Customer or issue an invoice for payment on a monthly basis, in arrears. For Fees based on Subscription Pricing, except as otherwise specifically set forth on an Order Document, SingleStore will invoice Customer at the commencement of the Subscription. Customer agrees to pay all costs associated with collection, including legal fees.

- 3.3. Late Payments. Customer will be responsible for reasonable costs and expenses incurred by SingleStore in the collection of any overdue Fees. If any Fees are 15 days or more overdue, SingleStore may, without limiting its other rights and remedies, immediately suspend Services until such amounts are paid in full, provided that SingleStore will use commercially reasonable efforts to give Customer at least 10 days' prior written notice that its account is overdue before suspending Services. In the event of any late payment of any invoiced Fees where Customer has provided valid payment method to SingleStore, Customer authorizes SingleStore to charge the payment method designated by Customer for any late fees or interest which may accrue. If Fees are not paid when due, Customer must discontinue use of the Services and SingleStore may suspend Customer's access to the Services without liability to Customer until such amounts are paid in full.



- 3.4. Payment Disputes. SingleStore will not exercise its rights under the “Late Payments” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 3.5. Taxes. The Fees do not include taxes, duties, levies, or similar government assessments of any kind, including value-added, sales, use, or withholding taxes assessable by any jurisdiction (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder. Customer will not withhold any Taxes from any amounts due to SingleStore. If SingleStore has a legal obligation to pay or collect any Taxes for which Customer is responsible, SingleStore will invoice Customer and Customer will pay that amount unless Customer provides SingleStore with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SingleStore is solely responsible for Taxes assessable against it based on its income, property and employees.
4. **Term and Termination**
- 4.1. Term. This Agreement will begin on the effective date of the first Order Document between the parties and will continue for as long as any Order Document remains in effect, unless earlier terminated in accordance with this Agreement (the “**Term**”).
- 4.2. Term of Order Documents. The initial term of each Order Document will begin on effective date of such Order Document and continue for the subscription term set forth therein. Except as set forth in such Order Document, each Order Document will automatically renew for successive renewal terms equal in length to the initial term of such Order Document, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current subscription term, and SingleStore may increase the Fees upon renewal of each Order Document subscription term by providing written notice to Customer at least forty-five (45) days prior to the commencement of the applicable renewal subscription term.
- 4.3. Termination for Cause. Either party may terminate this Agreement immediately upon notice to the other party if: (a) the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach; or (b) the other party: (i) becomes insolvent; (ii) files a petition in bankruptcy that is not dismissed within sixty (60) days of commencement; or (c) the other party makes an assignment for the benefit of its creditors.
- 4.4. Effect of Termination. Upon the earlier of expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will immediately terminate, Customer will cease use of the Services and Documentation, and Customer will return or destroy all copies of the Documentation in its possession or control. Termination or expiration will not relieve Customer of its obligation to pay all Fees that accrued prior to such expiration or termination.
- 4.5. Survival. The sections titled “Services Fees and Payments,” “Effect of Termination,” “Survival,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” and “Miscellaneous” will survive any termination or expiration of this Agreement, and the section titled “Security and Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as SingleStore retains possession of Customer Data.
5. **Proprietary Rights and Licenses**
- 5.1. The Services. SingleStore, its Affiliates and licensors reserve all right, title, and interest in and to the Services and Documentation, including all of their related intellectual property rights, and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing. No rights are granted to Customer hereunder other than as expressly set forth herein. SingleStore is responsible for the operation of the Services, the SingleStore Cloud Computing Environment and the SingleStore software used to operate the Services.



- 5.2. Customer Data. The Customer Data is owned exclusively by Customer. Customer grants to SingleStore, its Affiliates and applicable contractors a non-exclusive, worldwide, royalty-free license to host, copy, use, display, and transmit Customer Data as appropriate for SingleStore to provide and ensure proper operation of the Services to Customer.
- 5.3. Feedback. Customer hereby grants SingleStore a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer related to the Services or other SingleStore products or services, including for the purpose of improving and enhancing the Services, provided that Customer is not referenced in such use.
- 5.4. Aggregated Information. SingleStore may aggregate, collect and analyze information relating to the provision, use and performance of the Services and may use (during and after the Term) such information to develop and improve the Services and other SingleStore offerings, including disclosure of such information to third parties in an aggregated and anonymized format such that no Customer nor any individual or household can be identified.
- 5.5. Customer Marks. The Customer Marks are the exclusive property of Customer. SingleStore may use Customer's name and Customer Marks in its Customer list (including on SingleStore's website, social media and in sales and marketing materials) in the same way it uses the names of its other customers. SingleStore shall use Customer Marks in accordance with Customer's applicable branding guidelines if provided to SingleStore and SingleStore may not use Customer's name or Customer Marks in any other way without Customer's prior written consent (with email consent deemed sufficient).
6. **Confidentiality**
- 6.1. Definition of Confidential Information. "Confidential Information" shall mean any information disclosed by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), either directly or indirectly in writing, orally, or by inspection of tangible objects (a) that the disclosing party identifies as confidential or proprietary; or (b) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information of Customer includes Customer Data; Confidential Information of SingleStore includes the Services, all technical information relating thereto, and the terms and conditions of this Agreement and all Order Documents (including pricing). Confidential Information does not include information that the Receiving Party can document: (i) is or becomes generally available to the public other than through a wrongful act of the Receiving Party; (ii) was lawfully in its possession or known by it prior to receipt from the Disclosing Party; (iii) was rightfully disclosed to it without restriction by a third party who is not bound by any confidentiality obligations with respect thereto; or (iv) is independently developed by the Receiving Party, its employees or third-party contractors without use of or reference to the Confidential Information. For clarity, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SingleStore services and offerings.



- 6.2. Protection of Confidential Information. All Confidential Information disclosed by Disclosing Party shall remain the property of the Disclosing Party. The Disclosing Party reserves all rights in its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Document to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel, or accountants will remain responsible for such Affiliate's, legal counsel's, or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, SingleStore may disclose the terms of this Agreement and any applicable Order Document to a contractor to the extent necessary to perform SingleStore's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 6.3. Compelled Disclosure. Either party may disclose Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of such required disclosure and cooperates with the Disclosing Party so that the Disclosing Party may obtain appropriate confidential treatment for such Confidential Information.
7. **Representations, Warranties and Disclaimers**
- 7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 7.2. SingleStore Warranties. SingleStore warrants that during the applicable subscription term that (a) SingleStore will not materially decrease the overall functionality or security of the Services; (b) the Services, when used as permitted hereunder and subject to the [SingleStore Support Terms and Conditions](#), will perform in material accordance with the Documentation; and (c) Professional Services will be provided in a professional and workmanlike manner consistent with industry standards.
- 7.3. Limitations; Warranty Remedies. SingleStore will have no warranty obligation under Section 7.2 for Customer's misuse or failure to use the Services in accordance with its Documentation or this Agreement. Customer will notify SingleStore of any non-conformance of the Services under a warranty above within 30 days. Provided that Customer notifies SingleStore within such time, SingleStore will use commercially reasonable efforts to correct the non-conformance at no additional charge. If SingleStore is unable to correct such non-conforming Services as warranted within a reasonable time, Customer will be entitled to terminate the applicable Order Document and receive a prorated refund of any prepaid, unused Fees covering the remainder of the subscription term. In the event of any noticed breach of warranty with respect to Professional Services, SingleStore's sole and exclusive obligation shall be the re-performance of the deficient Support and Professional Services. The foregoing remedies are Customer's sole remedies in case of a breach of the limited warranties above.



7.4. Disclaimers.

- (a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED “AS IS,” NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SINGLESTORE DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, AND SINGLESTORE GRANTS NO WARRANTY REGARDING THE USE BY CUSTOMER OF THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SINGLESTORE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.
- (b) CUSTOMER ACKNOWLEDGES AND AGREES THAT SINGLESTORE IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD SINGLESTORE LIABLE, FOR THE CONDUCT OF THE THIRD-PARTY SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.
- (c) FROM TIME TO TIME, SINGLESTORE MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH CUSTOMER MAY EXPERIMENT. SUCH BETA FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY, INDEMNITY, SUPPORT, OR SERVICE LEVEL OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT SINGLESTORE’S SOLE DISCRETION.

8. **Mutual Indemnification**

- 8.1. Indemnification by SingleStore. SingleStore will defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party’s intellectual property rights in the United States of America (each, a “**Claim Against Customer**”), and will indemnify Customer from any damages, attorney fees, and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by SingleStore in writing of, a Claim Against Customer, provided Customer: (a) promptly gives SingleStore written notice of the Claim Against Customer; (b) gives SingleStore sole control of the defense and settlement of the Claim Against Customer; and (c) gives SingleStore all reasonable assistance, at SingleStore’s expense. If SingleStore receives information about an infringement or misappropriation claim related to the Services, SingleStore may in its discretion and at no cost to Customer: (i) modify the Services so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Customer’s continued use of the Services in accordance with this Agreement; or (iii) terminate Customer’s subscriptions for the Services upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the subscription term of the terminated Services. The above defense and indemnification obligations do not apply if a Claim Against Customer arises from: (I) the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by SingleStore, if the Services or use thereof would not infringe without such combination; (II) modifications to the Services not made by SingleStore; or (III) Customer’s breach of this Agreement, applicable Order Documents or the Documentation.



8.2. Indemnification by Customer. Customer will defend SingleStore and its Affiliates against any claim, demand, suit, or proceeding made or brought against SingleStore by a third party arising from: (a) Customer's use of the Services in an unlawful manner or in violation of this Agreement, an Order Document, or the Documentation; or (b) any Customer Data or Customer's use of Customer Data with the Services (each, a "**Claim Against SingleStore**"), and will indemnify SingleStore from any damages, attorney fees, and costs finally awarded against SingleStore as a result of, or for any amounts paid by SingleStore under a settlement approved by Customer in writing of, a Claim Against SingleStore, provided SingleStore: (i) promptly gives Customer written notice of the Claim Against SingleStore; (ii) gives Customer sole control of the defense and settlement of the Claim Against SingleStore; and (iii) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against SingleStore arises from SingleStore's breach of this Agreement, applicable Order Documents, or the Documentation.

8.3. Sole and Exclusive Remedy. This Section 8 sets forth the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for the third-party claims described herein.

9. **Limitation of Liability**

9.1. Exclusion of Certain Types of Damages. EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEITHER PARTY OR ITS AFFILIATES WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, COVER, BUSINESS INTERRUPTION, LOST PROFIT, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

9.2. Liability Cap. EXCEPT FOR AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR CUSTOMER'S BREACH OF SECTION 2.6, IN NO EVENT SHALL THE AGGREGATE TOTAL LIABILITY OF EITHER PARTY TOGETHER WITH ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY OR DUE FROM BUT NOT YET PAID BY CUSTOMER UNDER THE ORDER DOCUMENT(S) GIVING RISE TO SUCH LIABILITY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENTS" SECTION ABOVE.

10. **Miscellaneous**

10.1. Relationship Between the Parties. SingleStore is an independent contractor; nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties.

10.2. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.

10.3. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer in derogation of the foregoing shall be null and void, provided, however that either party shall have the right to assign the Agreement, without the prior written consent of the other party, to the successor entity in the event of merger, corporate reorganization or a sale of all or substantially all of such party's assets. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.



- 10.4. Notices. All notices required or permitted under this Agreement must be delivered in writing, if to SingleStore, by emailing legal@singlestore.com and if to Customer by emailing the Customer contact email address listed on the Order Document, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other party at the party's address as listed on the Order Document by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.
- 10.5. Governing Law and Jurisdiction. The Agreement is governed by the laws of the State of California, without regard to its conflicts of laws or provisions. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts in Santa Clara County, California and the parties hereby consent to the personal jurisdiction of these courts. In the event of actual or threatened breach of confidentiality obligations or the "Use Restrictions" in this Agreement, the non-breaching party may seek specific performance, immediate injunctive and other equitable relief in any competent court without prejudice to any other rights or remedies.
- 10.6. Waivers; Severability. Any waivers shall be effective only if made by a writing signed by representatives authorized to bind the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 10.7. Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 10.8. Force Majeure. Any delay in the performance of any duties or obligations of either party (except for the obligation to pay Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.
- 10.9. Entire Agreement; Order of Precedence. This Agreement and any applicable Order Document constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Document or SOW and the terms of this Agreement, the terms and conditions of the Order Document or SOW will govern. It is expressly agreed that the terms and conditions of this Agreement and any Order Document supersede the terms in any of Customer's purchase order.



- 10.10. Export; Restricted Rights. The Services, including technical data/Documentation, may be subject to U.S. export control laws, and may be further subject to export or import regulations in other countries. Customer agrees to comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to import and re-export the Services (or otherwise provide access thereto) outside the USA. The Services and Documentation may not be accessed, downloaded, distributed, or otherwise exported or re-exported (i) into, or to a national or resident of any country to which the U.S. at any time has embargoed goods or trade restrictions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons, Denied Entities, and Unverified List. The Services and Documentation are "Commercial Items" as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable.



Exhibit A

SingleStoreDB Self-Managed Software Addendum

In addition to the Agreement, this Exhibit A applies to Customer's purchase of a Software subscription pursuant to an Order Document. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

1. **Order Document.** This Exhibit forms part of the Agreement under which Customer may license certain SingleStore proprietary downloadable enterprise software as well as software updates, upgrades, bug fixes, or modified versions thereof from SingleStore and receive Support and Professional Services requested by Customer in respect of such Software in accordance with the then-current [SingleStore Support Terms and Conditions](#). This Agreement shall be implemented through one or more Order Documents that set forth the Software to be licensed by Customer and the term of such Order Document. Each Order Document and SOW shall set forth the Fees for such SingleStore Software or Professional Services, and certain other terms applicable to such Software and Professional Services. Absent the execution of an Order Document, this Agreement does not, in and of itself, represent a commitment by Customer to order, receive, or pay for any products or services of SingleStore. To become effective, an Order Document, and any modifications or amendments thereto, must be signed by an authorized representative of each party. This Agreement sets forth the terms and conditions applicable to all such Order Documents. Any Order Document executed under this Agreement will be a part of this Agreement as if fully included within its body. Customer is solely responsible for installing Software on Customer's own computer equipment or hosted environment. The Software includes a license to download and use the associated Documentation. In some instances, Customer's purchasing relationship exists solely between Customer and an authorized reseller of SingleStore's Software and Services (a "**Reseller**"), in which case Section 3 (Fees and Payment) of the Agreement will be inapplicable to such Order Document(s), and the Reseller shall be responsible for submitting Order Documents and the appropriate payment method therewith to SingleStore.
2. **Delivery.** In order to use the Software, Customer must activate its copy of the Software with the valid license key(s) or activation code(s) provided to Customer at the time of purchase ("**Software Authorization**"). All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Document. Software shall be deemed delivered when it is made available for download by Customer.
3. **Software License.** In consideration of the Fees paid hereunder and subject to the terms of this Agreement and the applicable Order Document, SingleStore grants Customer a world-wide, non-exclusive, non-transferable, non-sublicenseable, and limited license during the applicable subscription term, to install, download, and use the SingleStore Software for which Customer has been issued a Software Authorization by SingleStore up to the maximum capacity for Customer's internal use, as specified on the applicable Order Document, and subject to the usage rules, as specified in the Agreement, the applicable Order Document, Documentation, and all terms set forth in Addendum, including without limitation restrictions related to type of license. Customer's license to Software will be subject to restrictions in the Documentation and on the applicable Order Document, or if there is no Order Document, as otherwise designated by SingleStore.



4. Usage Restrictions. In addition to the Use Restrictions in the Agreement, and as a condition of Customer's license, Customer shall not (and shall not allow any third party) to: (a) utilize any equipment, device, software, or other means designed to circumvent or remove any Software Authorization or copy protection used by SingleStore in connection with the Software, or use the Software together with any authorization code, product key, credential, serial number, or other copy protection device not supplied by SingleStore; (b) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Software; or (c) use the Software in a way that could lead to death or bodily injury of any person, or to severe physical or environmental damage. The limitations of liability in the Agreement shall not apply to breaches of this section.
5. Customer Data; SLA. Customer acknowledges that electronic data and information submitted by or for Customer to the Software is not hosted by or on behalf of SingleStore. Accordingly, notwithstanding anything to the contrary in the Agreement, the SLA and any terms or commitments relating to Customer Data under the Agreement shall not apply to the Software.
6. Open Source Software. The Software may contain or be provided with components which are licensed from third parties, including components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). Open Source Software may be identified in a list of the Open Source Software published at <https://www.singlestore.com/legal/open-source/>. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification, or reverse engineering.
7. Reconciliation. Subject at all times to Customer's payment obligations in the Main Services Agreement, at SingleStore's request from time to time, not exceeding once per quarter, Customer will provide SingleStore with a report detailing its use of the Software, including its non-production and/or production use and using the self-monitoring capabilities of the Software or other means, and SingleStore may inspect Customer's records related to such report not more frequently than annually to ensure payment of Fees. Any on-site review will be conducted during regular business hours at Customer's offices. The parties will use reasonable, good faith efforts to promptly resolve any discrepancies between licensed usage and actual usage.
8. Warranties. THE WARRANTIES IN THE AGREEMENT SHALL NOT APPLY: (A) IF THE ALLEGED BREACH OF WARRANTY ARISES FROM THE USE OF SINGLESTORE SOFTWARE WITH PRODUCTS OR SOFTWARE NOT PROVIDED BY SINGLESTORE; (B) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY CUSTOMER OR ANY THIRD PARTY; (C) TO DEFECTS IN THE SOFTWARE DUE TO ACCIDENT, ABUSE OR IMPROPER USE BY CUSTOMER; OR (D) TO ANY EVALUATION VERSIONS OR OTHER SOFTWARE PROVIDED ON A NO CHARGE OR EVALUATION BASIS.



Customer Cloud Computing Addendum

In addition to the Agreement, this Exhibit B applies to Customer's purchase of Service(s) subscription(s) pursuant to an Order Document where such Services will be deployed in Customer's Cloud Computing Environment. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

1. Deployment and Service Models. SingleStore provides the Services according to various architectural models depending on the specific feature used by Customer under an Order Document, as described in the MSADocumentation. Such various architectural models may involve, for example, deploying Services into Customer Cloud Computing Environment(s) and models where Services are deployed into SingleStore Cloud Computing Environments. Customer acknowledges and agrees that different portions of the Services are and may be subject to changes reflected in the Documentation that provide for different rights and responsibilities of the Parties for the Services use, depending on the deployed architecture of the Service.
2. Mutual Responsibilities. Customer acknowledges that in deployment models where Services are implemented across SingleStore Cloud Computing Environments and Customer Cloud Computing Environments that each part must implement commercially reasonable technical and organizational measures to protect the Services and Customer Data. Any failure to do so may result in immediate termination of said Services.
3. Disclaimer. For any deployment of the Services in Customer Cloud Computing Environment(s), the terms of this Exhibit B replace any terms describing or relating to SingleStore's obligations for provision of the Services where a portion of the Services is deployed into a SingleStore Cloud Computing Environment, including without limitation Section 2.2 (Security and Protection of Customer Data) of the Agreement. For the avoidance of doubt, such terms shall not be applicable to the Services deployed in Customer Cloud Computing Environment(s). Customer additionally acknowledges that (i) certain functionality and features in standard offerings of the Services may not be present in the Services deployed in Customer Cloud Computing Environment(s), and accordingly certain Service Specific Terms may not be applicable, and (ii) Singlestore's obligations within the Agreement shall be applicable only to the extent SingleStore is responsible for the Services under this Schedule.
4. Customer Cloud Computing Environments. For any deployment of SingleStore services deployed into Customer Cloud Computing Environment(s) the terms of this section replace any terms describing or relating to SingleStore's obligations outlined in the Documentation or for services deployed into SingleStore Cloud Computing environments.
 - A. SingleStore will provide the customer with guidelines for proper deployment of Services in the Customer Cloud Computing Environment(s) for which Customer, rather than SingleStore, will be solely responsible for the configuration, hosting, and management of, in accordance with SingleStore's provided requirements and this Agreement.
 - B. Customer will be responsible for timely deployment of any updates(s) to the Customer Cloud Computing Environment(s) provided by SingleStore ("Updates"). Customer acknowledges that failure to apply Update(s) in a timely manner may remove the ability for SingleStore to provide support for the Customer Cloud Computing Environment, and Customer takes sole responsibility for any issues resulting from failure to apply Update(s).



- C. Customer acknowledges that the Documentation may contain information, including feature Documentation, that does not apply to Services deployed in Customer Cloud Computing Environments.
- D. SingleStore makes no commitments in regards to the availability of Services deployed in Customer Cloud Computing Environments and the Service Level Agreement applies only to deployments in SingleStore Cloud Computing Environments.
- E. Customer acknowledges that SingleStore will require access to the Customer Cloud Computing Environment in order to provide support for Services deployed in the Customer Cloud Computing Environment. Failure to provide access may affect SingleStore's ability to provide the Services and SingleStore will not be responsible for any unavailability of the Services due to Customer's failure to provide access to Customer's Cloud Computing Environment.
- F. Customer recognizes the sole responsibility to secure the Customer Cloud Computing Environment against unauthorized access. Customer acknowledges that when granting SingleStore access to the Customer Cloud Computing Environment is the sole responsibility of the Customer to manage access and ensure safe operation of the Customer Cloud Computing Environment.
- G. Customer must provide SingleStore with requested usage data, support reporting, or other logging requested by SingleStore in order to properly support the Customer Cloud Computing Environment. Failure to provide usage data may impact SingleStore's ability to maintain services in the Customer Cloud Computing Environment.
- H. Customer acknowledges the sole responsibility to maintain availability, disaster recovery, and safe operation of the Customer Cloud Computing Environment and failure to do so in line with reasonable safe practices may require SingleStore to limit or discontinue operation of Service in the Customer Cloud Computing Environment.
- I. SingleStore shall have no obligation or liability arising from failures occurring in or as a result of configurations related to Services in the Customer Cloud Computing Environment.

5. Usage Data. Customer must provide SingleStore with exports of Usage Data from the PVC Services upon request by SingleStore.

6. Reports; Non-Modification.

- A. Customer must provide SingleStore with report(s) generated using the functionality of the Services ("Report(s)"), or access to Reports that are reasonably satisfactory to SingleStore, within ten (10) days following the end of each calendar month during the Term.
- B. Customer may not redact or otherwise modify or otherwise interfere with the generation of the Usage Data or Reports.



7. Audits. Once in any 12 month period during the Term, and once in the 12 month period following the date of termination or expiration of the Agreement, SingleStore may audit Customer's records for the purpose of confirming the accuracy of the Reports. Any such audit will be subject to reasonable time, place, and manner restrictions. In carrying out such audits, SingleStore will comply with any security requirements of the Customer as notified to SingleStore from time to time in advance in writing. The audit will be conducted SingleStore's' expense, except that if the audit discloses underpayments in excess of 10% over the period under review, then Customer (in addition to such other remedies as may be available at law and equity) shall reimburse SingleStore for the reasonable, documented cost of such audit, and the over-compensated party shall compensate the undercompensated party (either directly, or via an applicable Authorized Reseller) within 30 days of receiving the results of the audit.

8. Indemnity Exclusions. SingleStore shall have no obligation to defend or any liability for any third-party claim to the extent arising from a failure by Customer to timely apply any Update provided by SingleStore.

9. Data Protection. SingleStore does not act as Customer's data processor in accordance with Customer's usage of the Services in Customers Cloud Computing Environment and guidelines outlined in the Agreement (including the DPA) do not apply to Services deployed in Customer Cloud Computing Environments.