

Updated August 15, 2022

Services.

1.1 Subject to payment of all applicable fees, Synadia will use reasonable commercial efforts to perform the support services set forth in Schedule 1 attached hereto (“Services”) with respect to the then-current version, (available here)of the products specified in each applicable Order Form (the “Supported Products”). Services will be provided only for those Instances as have been expressly authorized by Synadia and further described in the applicable Order Form (“Supported Instances”), and Customer agrees that it will not use the Services to support its use of any additional Instance, seek support, consulting, or other services for any additional Instances, nor allow or enable any Instance to run with any Supported Instance, without the prior written approval of Synadia in each case. Synadia shall be entitled to invoice Customer (and Customer shall pay) Synadia’s then-current maintenance and support fees for each Instance in connection with which Customer uses or otherwise benefits from any Services. An “Instance” means a single instance of the Supported Product running on an individual server cluster. Customer understands that Synadia’s performance is dependent in part on Customer’s actions. Accordingly, any dates or time periods relevant to performance of Services by Synadia shall appropriately and equitably extended to account for any delays resulting from changes to Customer products or otherwise due to Customer. Customer may request additional hours or levels of Services (“Extended Services”), which Synadia may provide at Synadia’s sole discretion, provided that Customer pays Synadia’s then-current fees for such Extended Services. For clarity, subject to all terms of the Agreement, Customer may distribute the open-source version of NATS to its end users, solely for Customer’s internal business purposes during the Agreement term, in accordance with any applicable official documentation.

2. Fees and Payment. Unless otherwise specified on the Order Form, payments of amounts set forth on undisputed invoices are due net thirty (30) days from Synadia's invoice. Synadia will invoice Customer as set forth in the applicable Order Form or SOW. Except as set forth in Section 6 (Term and Termination) below, all payments are non-refundable. In addition, without limiting Synadia's remedies, if Customer makes or uses any software or Services, or has users/uses, in excess of the capacity authorized for the applicable service level on the applicable Order Form (for example, if Customer runs more Instances than the number specified for receiving the Services), it will so report to Synadia and will pay all additional maintenance and support fees equal to Synadia's then-current standard fees therefor (at any time upon request, Synadia will be entitled to audit or have audited all systems and records relevant to assure compliance with the foregoing; any audit showing noncompliance will be at Customer's expense). In addition, Customer will pay all taxes, shipping, duties, withholdings, backup withholding and the like that Customer is required by law to pay in connection with the fees under this Agreement; when Synadia has the legal obligation to collect and remit such taxes on Customer's behalf, Synadia will itemize such taxes on the applicable invoice, in which case the appropriate invoiced amount shall be paid by Customer directly to Synadia in accordance with the payment provisions hereof, unless Customer has provided Synadia with an applicable tax exemption certificate.

3. Proprietary Rights. As between the parties, Synadia will retain all right, title and interest in and to any software, tools, techniques, and other materials used in connection with providing the Services ("Synadia Materials"). To the extent the Licensed Product is part of the Services, Synadia retains all right, title and interest to the Licensed Product and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Synadia for the purposes of this Agreement, including any copies and derivative works of the foregoing. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. In the event that Customer desires for Synadia to create any deliverables or other materials on Customer's behalf ("Custom Developments"), then prior to commencing such work, the parties will enter into a separate agreement which will include terms relating to ownership of such Custom Developments.

4. Additional Restrictions as to Licensed Product. Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Product (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Licensed Product; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Licensed Product; (iv) use the

Licensed Product for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Licensed Product or any portion thereof; (vi) use the Licensed Product to build an application or product that is competitive with any Synadia product or service; (vii) interfere or attempt to interfere with the proper working of the Licensed Product or any activities conducted on the Licensed Product; (viii) bypass any measures Synadia may use to prevent or restrict access to the Licensed Product (or other accounts, computer systems or networks connected to the Licensed Product), or (ix) use the Licensed Product for any purpose other than the purpose of this Agreement. The restrictions set forth in this Section 4 shall not prevent Customer from performing reasonable security tests on the Licensed Product. Customer is responsible for all of Customer's activity in connection with the Licensed Product, including but not limited to importing or storing data on the Licensed Product. Customer (i) shall use the Licensed Product in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Licensed Product (including those related to data privacy), and (ii) shall not knowingly use the Licensed Product in a manner that violates any third party intellectual property, contractual or other proprietary rights.

5. Confidential Information.

5.1 Each party ("Receiving Party") agrees that all business, technical, and financial information it obtains from the other party ("Disclosing Party") is the confidential property of the Disclosing Party ("Confidential Information" of the Disclosing Party). Except with the consent of the Disclosing Party, the Receiving Party shall hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. The Receiving Party's nondisclosure obligation shall not apply to information it can document: (i) is generally available to the public other than through breach of this Agreement; (ii) is rightfully disclosed to the Receiving Party by a third party; or (iii) is independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party. Because of the unique and proprietary nature of the Confidential Information, it is understood and agreed that the Disclosing Party's remedies at law for a breach by the Receiving Party of its obligations under this Section will be inadequate and that the Disclosing Party shall be entitled to equitable relief (including without limitation provisional and permanent injunctive relief and specific performance). Nothing stated herein shall limit any other remedies provided under this Agreement or available to the Disclosing Party at law. Upon expiration or termination of this Agreement for any reason, each party will return all copies of all Confidential Information of the other party in its possession or control.

5.2 To the extent that Customer provides any feedback, suggestions, ideas, enhancement requests, or recommendations to Synadia ("Feedback"), Customer hereby

grants Synadia a royalty free, sublicensable, transferable, non-exclusive, irrevocable, perpetual worldwide right and license, without obligation of compensation, to make, use, sell, and otherwise exploit such Feedback, including by incorporating it into Supported Products.

5.3 Notwithstanding anything else, Customer acknowledges that Synadia may, in the course of providing the Services, collect and analyze data regarding Customer's access to and use of the Supported Products in order to provide and improve the Services, Supported Products, and related technology. Synadia may use such data for the foregoing purposes so long as such data is not identifiable to Customer.

5.4 Customer acknowledges that Supported Products may contain automated diagnostic routines that will automatically identify and analyze certain aspects of use and performance of Supported Products and/or the systems on which they are installed, as well as the operator and operating environment (including problems and issues that arise in connection therewith), and send reports back to Synadia. Synadia will be free to combine such reports with similar data from its other customers and use such aggregated data for development, diagnostic and corrective purposes with respect to the applicable Supported Products. Customer understands that Synadia's performance is dependent in part on Customer's actions.

6. Term and Termination. This Agreement will commence on the Effective Date and, unless earlier terminated as provided herein, continue for a period of three (3) years. Either party may terminate this Agreement immediately upon written notice to the other party if: (i) the other party breaches or fails to perform or observe any material term of this Agreement and such failure is not cured (or curable) within thirty (30) days after written notice to the other party; or (ii) the other party terminates or suspends its business without a successor, becomes subject to any insolvency proceeding under federal or state statute, becomes unable to pay its debts as they become due, becomes subject to direct control by a trustee, receiver or similar authority, or has wound up or liquidated, voluntarily or otherwise. Synadia may terminate this Agreement at any time in the case of non-payment by Customer of any fees, unless Customer pays such fees in full within ten (10) days after such notice. If Customer terminates this Agreement or any Order Form pursuant to Synadia's uncured breach as permitted herein, then Customer will be entitled to a pro rata refund of any prepaid fees for Services not yet provided as of the effective date of termination. Upon termination or expiration of this Agreement or any applicable Order Form, Customer shall promptly cease use of the applicable Licensed Products and shall delete all copies thereof (and, upon request, shall certify such destruction in writing to Synadia). Sections 5-11 (inclusive) of this Agreement, and all accrued rights to payment, shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

7. Warranty and Disclaimer. Synadia hereby warrants to Customer, and only Customer, that all Services shall be performed in a professional and workmanlike manner. THE PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR SERVICES AND NOT FOR THE SUPPLY OF GOODS OR TECHNOLOGY. EXCEPT FOR THE FOREGOING, SYNADIA MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AS TO THE SERVICES RENDERED OR ANY TECHNOLOGY ACCESSED OR USED BY CUSTOMER, AND HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. SYNADIA FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL SUCCEED IN RESOLVING ANY PROBLEM, OR THAT ANY WORK PRODUCT OF THE SERVICES WILL BE FREE FROM PROGRAM ERRORS.

8. Indemnification.

8.1 Subject to Section 8.2 below, Synadia shall defend, indemnify and hold Customer harmless from any claim, suit or demand brought against Customer and/or its officers, directors, employees, agents, subsidiaries, and other affiliates (“Indemnified Parties”) by a third party (a “Claim”), and all resulting damages, costs, penalties, liability and expenses (including without limitation attorney’s fees and costs) paid or payable to such third party, where the Claim is based on an allegation that the Approved Products infringe any copyright, trademark or constitutes misappropriation of any trade secret; provided, that Synadia is promptly notified of any and all threats, Claims and proceedings related thereto and is given reasonable assistance (at Synadia’s expense) and the opportunity to assume sole control over defense and settlement of the Claim (provided further, however, that any delay in providing such notice will excuse Synadia from its defense and indemnification obligations under this section only if it materially prejudices its ability to defend the Claim); and that Synadia will not be responsible for any settlement it does not approve in advance. Customer may participate (subject to Synadia’s sole control of the defense and/or settlement of any such Claim) at its own expense, through its attorneys or otherwise, in the investigation, trial, and defense of any such Claim and any appeal arising therefrom. Synadia will not settle any Claim without Customer’s advance written consent except where such settlement provides for a full, unconditional release of liability for Customer and its Indemnified Parties. “Approved Products” means the most recent version of the Supported Products that has been approved in writing by Synadia.

8.2 The foregoing obligations in Section 8.1 above do not apply to the extent a Claim results from (i) Synadia’s compliance with Customer’s specifications, where those specifications cause the infringement; (ii) altered versions of the Approved Products

(unless the alterations were made by or on behalf of Synadia), (iii) use, operation or combination of the applicable Approved Products with other products, processes or materials where the alleged infringement would have been avoided but for such combination, or (iv) Customer continuing allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement, and given a reasonable period of time to implement such updated version of the Approved Products so as to avoid the Claim. Customer will defend, indemnify, and hold Synadia harmless from any claim, suit, or demand excluded from Synadia's obligations by this paragraph.

9. Limitation of Liability.

9.1 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT AS PROVIDED IN SECTION 9.2 BELOW, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID OR PAYABLE TO SYNADIA HEREUNDER WITH RESPECT TO THE APPLICABLE SERVICES DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION FIRST AROSE; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (III) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (IV) FOR INTERRUPTION OF USE; OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. THE SUPPORTED PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE SUPPORTED PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). USE OF THE SUPPORTED PRODUCT IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED.

9.2 THE FOREGOING LIABILITY LIMITATIONS AND DAMAGES EXCLUSIONS IN SECTION 9.1 DO NOT APPLY TO LIMIT A PARTY'S LIABILITY FOR (I) BODILY INJURY, (II) GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (III) INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR (IV) SUCH PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 ABOVE. EACH PARTY'S LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 ABOVE WILL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO SYNADIA HEREUNDER DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION FIRST AROSE. THE PARTIES AGREE THAT

THIS SECTION 9 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT NEITHER PARTY WOULD PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

10. Export Control. Customer shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the U.S. and foreign agency or authority.

11. Miscellaneous. This Agreement is not assignable or transferable (and any attempt to do so shall be void); provided that either party may assign and transfer this Agreement in its entirety upon written notice to the other party to (a) a successor to all or substantially all of (i) in the case of Synadia, Synadia's business or assets related hereto or, (ii) in the case of Customer, Customer's business for which Supported Products are used (but if the authorized use is not limited, the assignee is not permitted to expand use beyond Customer's bona fide pre-assignment use plus reasonably expected growth assuming the assignment and related transactions had not occurred); or (b) with respect to Customer only, a corporate affiliate of Customer. The provisions hereof are for the benefit of the parties only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the addresses set forth on the Order Form, or to any updated address that a party may provide by written notice. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Each party acknowledges and agrees that due to the unique nature of the other party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or threat thereof, the affected party shall be entitled to seek injunctions and other appropriate equitable relief without posting a bond in addition to whatever remedies it may have at law. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in a writing executed by authorized representatives of both parties; however, any pre-printed or standard terms of any Customer purchase order, confirmation, or similar form, even if signed by the parties after the effective date hereof, shall have no force or effect. The substantially prevailing party in any action to enforce

this agreement will be entitled to recover its attorney's fees and costs in connection with such action.