TERMS OF SERVICE

Last Updated: October, 2023

Thank you for using the Weaviate Database (as defined below), an open-sourced vector database that permits customers to store data objects and vector embeddings (the "***Weaviate Database***"), which may be offered as SaaS-based product (the "***Serverless SaaS Offering***") or software that is provided to Customer for installation and use on Customer's premises or private cloud (the "***BYOC Offering***").

To be eligible to register for an Weaviate account and use the Weaviate Database, you must review and accept the terms of this Weaviate Terms of Service (this "***Agreement***" or these "***Terms***") by clicking the terms of service checkbox or other mechanism provided within the online registration process. PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR USING THE WEAVIATE DATABASE, YOU AGREE TO THESE TERMS AND CONDITIONS WITH WEAVIATE B.V. ("***Weaviate***"). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT USE THE WEAVIATE DATABASE.

In this Agreement, "you," "your" and "Customer" will refer to you. If you are registering for an Weaviate account or using the Weaviate Database on behalf of an entity or other organization, you are agreeing to these Terms for that entity or organization and representing to Weaviate that you have the authority to bind that entity or organization to these Terms (and, in which case, the terms "you", "your" and "Customer" will refer to that entity or organization).

Weaviate may revise these Terms from time to time. If Weaviate does revise these Terms, the revised Terms will supersede prior versions. Revisions will be effective upon the effective date indicated at the top of these Terms, unless you have purchased a paid subscription to the Weaviate Database, in which case such revisions will be effective upon the next renewal of your subscription. Weaviate will provide you advance notice of any material revisions. This notice will be provided via the account portal and/or via an email to the email address Weaviate has on file. For other revisions, Weaviate will update the effective date of these Terms at the top of the page. Weaviate encourages you to check the effective date of these Terms whenever you visit Weaviate's website or account portal. Your continued access or use of the Weaviate Database constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Weaviate Database and Weaviate is not obligated to provide you with the Weaviate Database.
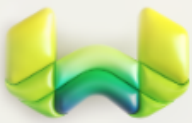
1. **Definitions**

    1.1.   The following terms, when used in this Agreement will have the following meanings:

"***Confidential Information***" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without the use of or reference to the disclosing party's Confidential Information.

"***Documentation***" means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Weaviate for the Weaviate Database.

"**Order Form**" means an order form, online order page or other similar document that sets forth the components of the Weaviate Database to which Customer is obtaining a subscription, applicable subscription term, pricing therefor and other relevant terms, and that references this Agreement.

"**Weaviate Database**" means the open-sourced vector database that permits you to store data objects and vector embeddings made available by Weaviate, and all related documentation, software and intellectual property provided by Weaviate in relation thereto.

2. **Weaviate Database**

2.1. <u>Provision of Weaviate Database</u>. Subject to the terms and conditions of this Agreement, Weaviate will use commercially reasonable efforts to make the Weaviate Database available to Customer pursuant to this Agreement, and hereby grants Customer a non-exclusive right to access and use the Weaviate Database for its internal business purposes to manage employee profiles, application and device assignments and onboarding and offboarding events.

2.2. <u>Customer Limitations</u>. The rights granted herein are subject to the following restrictions (the "**License Restrictions**"). Customer will not directly or indirectly:

2.2.1. reverse engineer, decompile, disassemble, modify, create derivative works of, or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the proprietary source code underlying the Weaviate Database;

2.2.2. attempt to probe, scan or test the vulnerability of the Weaviate Database, breach the security or authentication measures of the Weaviate Database without proper authorization or wilfully render any part of the Weaviate Database unusable;

2.2.3. attack, or attempt to attack, the Weaviate Database using a denial-of-service attack, a distributed denial-of-service attack or any other attack;

2.2.4. use or access the Weaviate Database to develop a product or service that is competitive with Weaviate's products or Product;

2.2.5. transfer, distribute, resell, lease, license, or assign the Weaviate Product or otherwise offer the Weaviate Product on a standalone basis, use the Client Software in an application service provider or managed service provider environment, or copy the Client Software onto any public or distributed network, except for an internal and secure cloud computing environment;

2.2.6. use the Weaviate Database to engage in any misleading or deceptive comparisons involving the Weaviate Database or other products or services; or

2.2.7. otherwise use the Weaviate Database (i) to engage in any illegal activity, (ii) to infringe or violate any third party rights, or (iii) otherwise outside the scope expressly permitted hereunder and in the applicable Order Form.

2.3. <u>Customer Responsibilities</u>. Customer will (a) be responsible for all use of the Weaviate Database under its account, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Weaviate Database and notify Weaviate promptly of any such unauthorized access or use, and (c) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Weaviate Database, including as set forth in the

Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Weaviate will have no liability for such failure.

2.4. <u>Customer Support</u>. Weaviate is committed to providing continuous support to all our customers. Here are the support provisions available to non-enterprise customers. Weaviate reserves the right to update its support terms from time to time.

2.4.1. Support Access: Customers can report incidents and ask questions 24x7 through Weaviate's ticketing system, operated by our technical team with product expertise.

2.4.2. Support Tickets: Customers can report issues through the user interface as documented on our website. The tickets should, where applicable, include a description of the issue, error message, and relevant screenshots or log files. Weaviate assures that no personally identifiable information is required during this process.

2.4.3. Slack Community: Our Slack community is a platform where everyone can discuss and share insights, although it is not an official channel for support.

2.4.4. Documentation Library: Customers have access to Weaviate's online documentation, which includes a wide range of resources such as technical and user documentation, API references, troubleshooting techniques, and more.

2.4.5. Support Plans and Response Time SLAs: The standard support tier offers different response times based on the severity of the issue reported:

Severity 1 (Critical):	1 Business day
Severity 2 (High):	2 Business days
Severity 3 (Medium):	3 Business days
Severity 4 (Low):	5 Business days

2.4.6. Support Channels: Support is primarily provided through email during business hours. Business hours are from 9 am to 5 pm ET, excluding public holidays.

2.4.7. Severity Levels and Target Response Times: Weaviate categorizes support tickets based on the customer's characterization of the severity level. The response times are as mentioned in 2.4.5.

3. **Fees**

3.1. <u>Fees</u>. If Customer has purchased a subscription or has otherwise agreed to pay any fees in an Order Form, Customer will pay Weaviate the fees set forth in the applicable Order Form.

3.2. <u>Payment</u>. All fees are quoted and payable in United States dollars, all payment obligations are non-cancelable and, except as expressly set forth herein, all fees paid are non-refundable. If Customer has selected a payment plan and provided its payment information to Weaviate, then Customer (a) represents and warrants to Weaviate that such information is true and that Customer is authorized to use the payment instrument, (b) will promptly update its account information with any changes to its payment instrument information, and (c) hereby authorizes Weaviate (including through its payment processor, in which case Customer hereby agrees to the applicable terms and policies of such payment processor) to bill your payment instrument in advance in accordance with the terms of the applicable
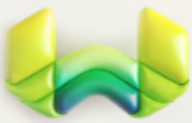
payment plan. If Customer is paying the fees set forth in an Order Form by invoice, then all fees are due within thirty (30) days of the date of the invoice. If Customer is overdue on any payment and fails to pay within ten (10) business days of a written notice of your overdue payment, then Weaviate may assess a late fee and/or suspend Customer's account until Customer pays the amount Customer is overdue plus the late fee. The late fee will be either 1.5% per month, or the maximum amount allowable by law, whichever is less.

3.3.   Net of Taxes. All applicable use, sales and other similar taxes and government charges will be payable by Customer. Customer will not withhold any taxes from any amounts due to Weaviate.

4.   **Proprietary Rights and Confidentiality**

4.1.   Weaviate's Ownership Rights. As between the parties, Weaviate exclusively owns all right, title and interest in and to the Weaviate Database. Except for the express rights granted hereunder, Weaviate reserves all rights, title and interests in and to the Weaviate Database and Weaviate's Confidential Information.

4.2.   Feedback. Customer may from time to time provide Weaviate suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("*Feedback*") with respect to the Weaviate Database. Weaviate will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Weaviate will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

4.3.   Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section or the License Restrictions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

4.4.   Aggregated Information. Notwithstanding anything to the contrary, Weaviate shall have the right to aggregate, collect and analyze data and other information relating to the provision, use and performance of the Weaviate Database and shall be free (during and after the term hereof) to (i) use such data and other information to develop and improve the Weaviate Database and other Weaviate offerings, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify Customer or any individual.
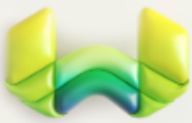
5. **Warranties and Disclaimers**

5.1. <u>Customer</u>. Customer warrants that it has all rights necessary to provide any information, data or other materials that it provides hereunder, and to permit Weaviate to use the same as contemplated hereunder.

5.2. <u>DISCLAIMER</u>. THE WEAVIATE Database AND ANY BETA SERVICES (AS DEFINED BELOW) IS PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. WEAVIATE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE WEAVIATE Database AND BETA SERVICES. WITHOUT LIMITING THE FOREGOING, WEAVIATE DOES NOT WARRANT THAT THE WEAVIATE Database OR BETA SERVICES WILL BE ERROR-FREE OR THAT IT WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW.

5.3. <u>BETA SERVICES</u>. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH WEAVIATE WHERE CUSTOMER GETS TO USE ALPHA OR BETA SERVICES, PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "BETA SERVICES") OFFERED BY WEAVIATE. THE BETA SERVICES ARE NOT GENERALLY AVAILABLE AND ARE PROVIDED "AS IS". CUSTOMER OR WEAVIATE MAY TERMINATE CUSTOMER'S ACCESS TO THE BETA SERVICES AT ANY TIME.

6. **Indemnification**

Customer will indemnify, defend and hold harmless Weaviate against any claim made or brought against Weaviate by a third party arising out of or relating to Customer's use or misuse of the Weaviate Database. Weaviate will cooperate as reasonably required in the defense of any such claim, at Customer's expense. Weaviate reserves the right, at Customer's expense, to retain separate counsel for itself in connection with any such claim or, if Customer has not responded reasonably to such claim, to assume the exclusive defense and control of such claim. Customer will also be liable to Weaviate for any costs and attorneys' fees Weaviate incurs to successfully establish or enforce Weaviate's right to indemnification under this Section.

7. **Limitation of Liability**

UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WEAVIATE BE LIABLE TO CUSTOMER FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES,
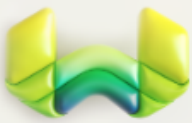
EVEN IF A REPRESENTATIVE OF WEAVIATE HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY AGGREGATE DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING PROVISIONS ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.
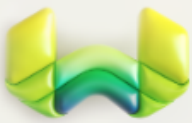
8. **Termination**

   8.1. <u>Term</u>. The term of this Agreement will commence on the date these Terms are accepted by you and continue until your account is terminated as set forth below.

   8.2. <u>Termination and Suspension</u>. You may terminate your account at any time through the account management tools made available through the Weaviate Database. Weaviate may terminate or suspend your account in the event you commit any material breach of any provision of this Agreement and fail to fix that breach within five (5) days after written notice of that breach. Weaviate may also terminate or suspend your account immediately for cause if: (a) there is reason to believe the traffic created from your use of the Weaviate Database or your use of the Weaviate Database is fraudulent or negatively impacting the operating capability of Weaviate Database; or; or (b) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding. If Weaviate suspends your account, Weaviate will make a reasonable attempt to notify you. Weaviate may also terminate your access to any component of the Weaviate Database and/or your account (i) for convenience or (ii) if it determines, in its sole discretion, that providing the Weaviate Database is prohibited by law or has become impractical or unfeasible for any legal or regulatory reason; provided that if you have subscribed to any portion of the Weaviate Database, in Weaviate's election, either (i) such termination will be effective upon expiration of your subscription or (ii) Weaviate will provide you with a pro rata refund of prepaid fees based on the amount of time remaining in your subscription term. Except as expressly set forth above, no refund will be provided in the event of any suspension or termination of your account or access to any component of the Weaviate Database.

   8.3. <u>Survival</u>. Upon expiration or termination of this Agreement, all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the License Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below. Upon expiration or termination of this Agreement, if applicable, Customer will destroy any copies of BYOC Offerings provided hereunder.

9. **General**

   9.1. <u>Export Compliance</u>. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Weaviate Database.

   9.2. <u>Publicity</u>. Customer agrees that Weaviate may refer to Customer's name and trademarks in Weaviate's marketing materials, the Weaviate Database or Weaviate's website. Weaviate will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email).
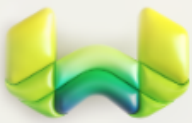
9.3. <u>Assignment; Delegation</u>. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

9.4. <u>Waiver</u>. No waiver of any rights hereunder will be effective unless agreed to in writing by both parties. Any such waiver will be only to the specific provisions and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.5. <u>Relationship</u>. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

9.6. <u>Unenforceability</u>. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7. <u>Governing Law; Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding the rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with this Agreement shall be referred to and finally and exclusively resolved by the competent court in Amsterdam, the Netherlands.

9.8. <u>Notices</u>. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Notices to Customer must be sent to Customer's email or other address as set forth in Customer's account information. Notices to Weaviate must be sent to the following address: Weaviate B.V., Prinsengracht 769a, 1017JZ Amsterdam, Attn: Legal.

9.9. <u>Entire Agreement</u>. This Agreement (including all Order Forms) comprises the entire agreement between Customer and Weaviate with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Weaviate, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.

9.10. <u>Force Majeure</u>. Excluding payment obligations, neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

9.11. <u>Government Terms</u>. Weaviate provides the Weaviate Database, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this

Agreement. If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Weaviate Database, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred.

9.12. Interpretation. For purposes hereof, "include", "includes", "including", or any variation thereof shall always be construed as if followed by the words "without limitation".

[*Remainder of Page Intentionally Left Blank*]