End User License Agreement

This is Traefik Labs END USER LICENSE AGREEMENT, (together with any Order Form, the "Agreement") between Traefik Labs, SAS, a French Company, or one of its affiliates as indicated in Section 10 ("Traefik Labs")and your company as identified in the applicable Order Form ("Customer"), governing the use of the Software as defined herein. Acceptance of this Agreement indicates your acknowledgement of the Traefik Labs Privacy Policy (https://traefik.io/legal/privacy-and-cookie-policy/), which is incorporated herein by reference. BY CLICKING "I ACCEPT," REGISTERING FOR AN ACCOUNT, INSTALLING, USING OR OTHERWISE ACCESSING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND THE COMPANY YOU REPRESENT.

1. Definitions

1.1"Community Software" means the open source elements of the Software that are made available by Traefik Labs under the MIT software license.

1.2 "Maintenance and Support" means the services described in Section 5.1.

1.3 "Cluster" means an instance of Traefik enabled by a license key.

1.4 "Node" means an element of a Traefik cluster that may either be a control node or a data node each specified by the order form.

1.5 "Subscription Form" means the Subscription Form signed by Customer, agreed to by Customer via the Traefik Labs web site subscription process, or otherwise agreed to by the parties.

1.6 "Software" means the Cloud Native Edge Router software Traefik provided to Customer pursuant to this Agreement, as may be more fully defined in the Subscription Form, including without limitation the Community Software.

1.7 "Update" means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that is generally made available free of charge to Traefik Labs' customers that have contracted for Maintenance and Support.

2. Grant of License

2.1 Grant. Subject to the terms and conditions of Section 3 and payment of all applicable fees by Customer, Traefik Labs hereby grants to Customer a nonexclusive, revocable (under Section 9.3), and nontransferable license, during the subscription term indicated in the Subscription Form, to use the Software for its own internal information processing services and computing needs, and to make sufficient copies as necessary for such use. Traefik Labs hereby reserves all rights to the Software and any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein. Nothing in this Agreement will limit any Customer rights Customer may have, apart from this Agreement, to use the Community Software, which are granted subject to the applicable open source terms and conditions.

2.2 Delivery. Traefik Labs shall make the Software available to Customer for download in binary format. Customer acknowledges that no copy of the source code of the Software will be provided to Customer; provided that the foregoing does not limit any rights Customer may have separately to access the source code for the Community Software.

2.3 Copies. Customer may make a reasonable number of machine-readable copies of the Software for backup or archival purposes. Customer shall not copy the Software, except as permitted by this Agreement. All copies of the Software will be subject to all terms and conditions of this Agreement. Whenever Customer is permitted to copy or reproduce all or any part of the Software, Customer shall reproduce and not efface any and all titles, trademark symbols, copyright symbols and legends, and other proprietary markings on the Software.

2.4 License Management. Customer acknowledges that the Software contains automatic license management functionality that verifies Customer's authorization to use the Software under this Agreement. Customer acknowledges that the Software will automatically access Traefik Labs' computer systems to verify such authorization, and that the Software may cease to function or may be limited in scope or speed if such authorization cannot be verified. Customer shall not remove or interfere with such license management functionality. Without limiting the foregoing, due to the need for such authorization, the Software may not function without internet access. Any problems Customer may have using the Software due to failure of authorization will be handled as described in Section 5 (Maintenance and Support).

2.5 Third Party Open Source Components. Notwithstanding the foregoing Section 2.1, Customer acknowledges that certain components of the Software provided by third

parties may be covered by "open source" software licenses ("Open Source Components"), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses. Traefik Labs shall provide a list of Open Source Components for a particular version of the Software upon Customer's request. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to Open Source Components require Traefik Labs to make an offer to provide source code or related information in connection with the Open Source Components, such offer is hereby made. Any request for source code or related information should be directed only to: opensource@traefik.io Customer acknowledges receipt of notices for the Open Source Components for the initial delivery of the Software.

3. License Restrictions

3.1 Node, Cluster & Instance Limitations. Customer shall abide by the following applicable restrictions, as indicated on the Subscription Form. Customer shall not use the Software for more than the number and type of Nodes or Clusters indicated in the Subscription Form; provided that nothing in this Section will limit any Customer rights Customer may have, to use the Community Software, which are granted subject to the applicable open source terms and conditions. If Customer exceeds the number of allowed Nodes or Clusters, Customer may cure such non-compliant use by paying the fees therefor, at Traefik Labs's list price, or such other price as the parties may agree, no later than the first day of the month following such non-compliant use. Customer must purchase Maintenance and Support for all instances of the Software used by Customer, in a production environment including without limitation the Community Software.

3.2 Additional Restrictions. Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease or license the Software, or provide access to any third party on a service basis; (b) decompile, disassemble, or reverse engineer the Software, in whole or in part; or (c) allow access to the Software other than to Customer's employees and subcontractors working for Customer bound to the appropriate confidentiality clauses.

4. Fee

Customer shall pay Traefik Labs the fee specified in the Subscription Form. Unless otherwise indicated therein, the subscription fee is due and payable in full at the beginning of the subscription period, and excludes any taxes, duties, or similar charges. Traefik Labs may, at reasonable intervals and upon reasonable notice, audit Customer's use of the Software to ensure Customer's compliance with this Agreement. Customer shall cooperate with Traefik Labs in any such audit, and if such audit determines that Customer has underpaid fees hereunder, Customer shall pay any additional fees promptly upon receipt of Traefik Labs' invoice for such additional fees.

5. Services and Support

5.1 Maintenance and Support Services. For so long as Customer is current in the payment of all fees hereunder, Traefik Labs shall provide Maintenance and Support as specified in this Section 5. Maintenance and Support means that Traefik Labs will provide to Customer: (a) Updates released during the maintenance and support period, and (b) error verification, analysis and correction. Hours of service and and other support terms are as defined in Traefik Labs' terms of support as set forth on Traefik Labs' website as indicated in the Subscription form. Service levels may vary according to the support level chosen in the Subscription Form.

5.2 Additional Services. Traefik Labs will provide any additional services (such as training or installation assistance) as described in the Subscription Form.

5.3 Responsibilities of Traefik Labs **and Customer.** Traefik Labs's obligations are subject to Traefik Labs's then-current policies for Maintenance and Support, as applied generally to Traefik Labs's customers for the Software. Customer shall ensure that it has the right to provide any information, including test or live data, provided to Traefik Labs in connection with maintenance and support services. Traefik Labs shall use such data in accordance with Section 8 and Traefik Labs's privacy policies.

6. Limited Warranty and Limitation of Liability

6.1 Performance. Traefik Labs warrants that the Software will perform in substantial accordance with its published documentation. If during this time period the Software does not perform as warranted, Traefik Labs shall, at its option, correct the Software or, replace such Software free of charge. The warranty will apply only if: (a) the Software has been properly installed and used at all times and in accordance with the instructions for use; and (b) no modification, alteration or addition has been made to the Software by persons other than Traefik Labs or Traefik Labs's authorized representative.

6.2 Disclaimer. Except as set forth above, Traefik Labs makes no warranties, whether express, implied, or statutory regarding or relating to the Software, or any materials or services furnished or provided to Customer under this Agreement, including Maintenance and Support. TRAEFIK LABS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

6.3 Limitation of Liability. IN NO EVENT WILL TRAEFIK LABS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, EVEN IF TRAEFIK LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRAEFIK LABS'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE FEES PAID BY CUSTOMER TO TRAEFIK LABS UNDER THIS AGREEMENT. The provisions of this Section 6 allocate risks under this Agreement between Customer and Traefik Labs. Traefik Labs's pricing of the Software reflects this allocation of risks and limitation of liability.

7. Indemnification for Infringement

7.1 Indemnity. Traefik Labs shall, at its expense, defend or settle any claim, action or allegation brought against Customer that the Software infringes any copyright or trade secret of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer gives prompt written notice to Traefik Labs of any such claim, action or allegation of infringement and gives Traefik Labs the authority to proceed as contemplated herein. Traefik Labs will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of Traefik Labs. Customer shall give such assistance and information as Traefik Labs may reasonably require to settle or oppose such claims.

7.2 Options. In the event any such infringement, claim, action or allegation is brought or threatened, Traefik Labs may, at its sole option and expense: (a) procure for Customer the right to continue use of the Software or infringing part thereof; (b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of

the foregoing is commercially practicable, (c) terminate this Agreement and refund to Customer any subscription fees, prorated for the terminated time period.

7.3 Exclusions. The foregoing obligations will not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than Traefik Labs or Traefik Labs's authorized representative, or as a result of the combination of the Software with any materials or products not provided by Traefik Labs, if such infringement would not arise but for such combination.

7.3 Limitation. This Section 7 states the entire liability of Traefik Labs with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. Confidential Information

8.1 "Confidential Information" of Traefik Labs means this Agreement, all Software listings, documentation, pricing, and any other proprietary information supplied to Customer by Traefik Labs. "Confidential Information" of Customer means all information provided by Customer for purposes of Maintenance and Support, and any other proprietary information supplied to Traefik Labs by Customer. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

8.2 Non-Use and Non-Disclosure. Each receiving party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each receiving party agrees not to disclose any Confidential Information of the other parties to third parties or to such party's employees, except to those employees with a need to know.

8.3 Maintenance of Confidentiality. Each receiving party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each receiving party shall take at least those measures that it takes to protect its own confidential information and shall ensure that its employees who have access to Confidential Information have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Each receiving party shall not make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each receiving party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

9. Term and Termination

9.1 Term. This Agreement will take effect on the Effective Date and will remain in force until terminated in accordance with this Agreement. After the end of the initial term as set forth in the Subscription Form, this Agreement will renew for an equal term unless and until either party gives no less than 30 days' notice of its intention to terminate. Any renewal will be at Traefik's then-current list prices, unless otherwise agreed to in advance by the parties. Traefik may change the terms of this Agreement from time to time, in which case the updated terms will apply commencing upon any renewal.

9.2 Termination by Customer. This Agreement may be terminated by Customer upon 30 days' prior written notice to Traefik Labs, with or without cause, provided that no such termination will entitle Customer to a refund of any portion of any fee.

9.3 Termination Events. Traefik Labs may, by written notice to Customer, terminate this Agreement if any of the following events ("**Termination Events**") occur:

(a) Customer fails to pay any amount due Traefik Labs within 30 days after Traefik Labs gives Customer written notice of such nonpayment; or

(b) Customer is in material breach of any other provision of this Agreement, which breach, if capable of being cured, is not cured within 30 days after Traefik Labs gives Customer written notice of such breach; or

(c) Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit

of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or

(d) Traefik Labs elects to refund Customer's fees in accordance with Section 7.2(c).

9.4 If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Customer's or Traefik Labs' treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming Traefik Labs' liability, which provisions will survive termination of this Agreement.

9.5 No later than 10 business days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return or destroy all copies of the Software in its possession, and any other Confidential Information in its possession that is in tangible form.

10. Customer's contracting Party, Governing Laws, Jurisdiction and Notices

10.1 General

(a) If Customer is domiciled in Europe, then (i) "Traefik Labs" means Traefik Labs SAS, 120 rue Masséna, 69006 Lyon, France, (ii) this Agreement will be governed by the laws of the France, and (iii) the parties consent to the personal and exclusive jurisdiction of courts located in France.

(b) If Customer is domiciled in any other place, then (i) "Traefik Labs" means Traefik Labs Inc., 95 Third Street, 2nd Floor, San Francisco, CA 94103, USA, (ii) this Agreement will be governed by the laws of the State of California. Any dispute arising out of or relating to this Agreement will be subject to arbitration before one arbitrator, according to the rules of JAMS, and conducted in Santa Clara County, California.

10.2 Governing Law and Jurisdiction. Each Party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

10.3 Notices. Any notice or other communication under this Agreement given by either Party to the other will be deemed to be properly given if given: (i) in writing and delivered in person; (ii) by email, if acknowledged received by a non-automated response; (iii) by mail, if mailed, properly addressed and stamped with the required postage to the corresponding address stated above; or (iv) by next day delivery, if mailed by a major commercial delivery service. Either Party may from time to time change its address for notices under this Section by giving the other Party notice of the change in accordance with this Section.

11. Miscellaneous

11.1 Entire Agreement. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Traefik Labs, and any prohibited assignment will be null and void. This Agreement will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. Except for the payment of fees hereunder, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason when failure to perform is beyond the reasonable control of the nonperforming party.

11.2 Customer Identification. Traefik Labs may identify Customer as a user of the Software on its website and, subject to Customer's prior written approval, as applicable, through a press release issued by Traefik Labs and in other promotional materials. Customer also agrees to cooperate with Traefik Labs in writing a case study exposing how the Software is being used and the benefits the Customer is deriving from this use.

12. Purchase Orders

No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Traefik Labs to object to such terms, provisions or conditions.