

Starburst Data Enterprise Software EULA

STARBURST DATA SOFTWARE END USER LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS STARBURST DATA SOFTWARE END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE ACCESSING, DOWNLOADING OR OTHERWISE USING THE STARBURST DATA SOFTWARE (AS DEFINED BELOW) AND RELATED USER DOCUMENTATION (THE “DOCUMENTATION”) DOWNLOADED BY YOU (“YOU”) FROM THE WEBSITE OF STARBURST DATA, INC., A DELAWARE CORPORATION WITH A BUSINESS ADDRESS AT 177 HUNTINGTON AVE STE 1703, PMB 82089, BOSTON, MASSACHUSETTS 02115-3153 USA (“LICENSOR” OR “STARBURST”) OR FROM ANY ONLINE MARKETPLACE (THE “MARKETPLACE”).

BY CLICKING ON THE “ACCEPT” BUTTON, AND/OR PURCHASING, DOWNLOADING OR USING THE SOFTWARE, YOU ARE STATING THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ALL OF ITS TERMS, AND CONSENT TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON AND/OR DO NOT ACCESS, DOWNLOAD OR USE THE SOFTWARE AND DOCUMENTATION. IF YOU ARE DOWNLOADING THE SOFTWARE FROM THE MARKETPLACE, YOUR DOWNLOAD AND USE OF THE SOFTWARE MAY BE SUBJECT TO ADDITIONAL MARKETPLACE TERMS AND CONDITIONS.

IF YOU ARE ACCEPTING THIS LICENSE AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THE LICENSE AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS LICENSE AGREEMENT.

ACCEPTANCE OF THIS LICENSE AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH ACCESS AND USE OF THE SOFTWARE AND DOCUMENTATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, YOU MUST NOT USE OR ACCESS THE SOFTWARE AND DOCUMENTATION.

YOUR EMPLOYER MAY HAVE ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH LICENSOR WHICH GOVERNS THE USE OF THE SOFTWARE. SUCH WRITTEN AGREEMENT MAY GOVERN YOUR USE OF THE SOFTWARE AND TAKES PRECEDENCE OVER THIS LICENSE AGREEMENT. AS USED IN THIS LICENSE AGREEMENT, THE TERM “YOU” MEANS YOU AND/OR YOUR EMPLOYER AS APPLICABLE.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND LICENSOR HEREBY AGREE AS FOLLOWS:

LICENSE AND SUPPORT. Subject to the terms, conditions and restrictions set forth in this Agreement, and any additional terms set forth in the applicable Starburst Data and/or Marketplace order form (“Order Form”), Starburst Data hereby grants, and You hereby accept, a non-exclusive, non-transferable, right and license, to access and use, solely for Your use, (i) the Starburst Data software identified on the Order Form (the “Software”) and (ii) the user documentation provided with the Software (“Documentation”), for the subscription term specified on the Order Form. You may use the Software and Documentation only for your internal business purposes and may not allow use or access of the Software by third parties. Starburst Data will provide support during the subscription term in accordance with the Starburst Data Support Policy found at <https://www.starburst.io/terms/enterprise-software-support/>.

TERM AND TERMINATION. The term of this Agreement is the subscription term specified on the Order Form, which will automatically renew for the same period unless You provide written notice of Your intent not to renew at least 90 days prior to the end of the then current license term. This Agreement may be terminated by Starburst Data if You breach this Agreement and fail to cure such breach within ten (10) days or receipt of notice of the breach from Starburst Data. You may not terminate this Agreement or any Order Form for convenience.

RESTRICTIONS; PROPRIETARY RIGHTS; FEEDBACK. You shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Software or Documentation; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software. The Software is the proprietary intellectual property of Starburst Data that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Starburst Data retains sole and exclusive ownership of all right, title, and interest in and to the Software and any and all enhancements, modifications, corrections and derivative works that are made to the Software, all of which will be considered part of the Software for the purposes of this Agreement and will be owned by Starburst Data. You may, in your sole discretion, provide Starburst Data with suggestions, enhancement requests, recommendations, or other feedback related to the Software and Documentation provided hereunder (“Feedback”). You hereby assign to Starburst Data all right, title, and interest in and to any Feedback, including all intellectual property rights therein or relating thereto.

CONFIDENTIALITY. Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient’s performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party’s business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement (“Confidential Information”) and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in

addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

YOUR DATA AND PRIVACY. The Software will be located behind Your or Your cloud provider's firewall, and, as a result, Starburst Data will not have access to Your data ("Customer Data"). Nevertheless, Starburst Data is committed to having technical, administrative, and system safeguards in place to secure any Customer Data that You provide to us in connection with this Agreement. Starburst Data has implemented industry standard procedures, practices and infrastructure to protect all Customer Data. Starburst Data handles and protects all Customer Data, including personally identifiable information, in compliance with all applicable data protection laws and in accordance with the additional terms contained in the Starburst Data Privacy Policy located at <https://www.starburst.io/privacy-policy/>, which is an integral part of this Agreement. If You have any questions regarding the handling and protection of Customer Data or the Starburst Data Privacy Policy, please contact us at privacy@starburstdata.com.

WARRANTY DISCLAIMER; NO SUPPORT. STARBURST DATA DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND, INCLUDING ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE SOFTWARE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, IN CONNECTION WITH THE SOFTWARE HEREUNDER, AND THE SOFTWARE IS PROVIDED "AS-IS" AND "AS-AVAILABLE". STARBURST DATA MAKES NO AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SOFTWARE, DOCUMENTATION, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. THE CUMULATIVE LIABILITY OF STARBURST DATA TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO STARBURST DATA UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL STARBURST DATA OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF STARBURST DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT.

GENERAL.

Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and

Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Software covered by such Order Form or Statement of Work. Any purchase orders issued by You shall be deemed to be for your convenience only and, notwithstanding acceptance of such orders by Starburst Data, shall in no way change, override, or supplement this Agreement.

Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

Independent Contractor. The relationship between Starburst Data and You is that of independent contractors. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer or employee of the other party.

Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to Starburst Data Inc., 177 Huntington Ave Ste 1703, PMB 82089,

Boston, Massachusetts 02115-3153 USA, legal@starburstdata.com, Attn: Legal Counsel. Notices shall be effective upon their receipt by the party to whom they are addressed.

Assignment. This Agreement may not be assigned by You without Starburst Data's prior written consent.

Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts, and each party consents to the exclusive personal jurisdiction and venue of such courts.

8.9 Survival. Sections 3 through 8 of this Agreement shall survive any termination hereof.