MASTER SERVICES AGREEMENT

This LocalStack Master Services Agreement ("**Agreement**") is made between Localstack GmbH, a Swiss company located at Uetlibergstrasse 95, 8045 Zurich, Switzerland ("**LocalStack**") and Customer (defined below) and governs the Customer's use of the LocalStack Assets (as defined below).

"**Customer**" means a person or entity that accepts and agrees to the terms of this Agreement as of the earlier date ("**Effective Date**") where such person or entity either clicks a box indicating acceptance of this Agreement or uses a LocalStack Asset. LocalStack reserves the right to modify or update this Agreement in its sole discretion, the effective date of such updates and/or modifications will be the earlier of: (i) 30 days from the date of such update or modification; or (ii) Customer's continued use of the LocalStack Asset(s).

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE LOCALSTACK ASSETS. THE LOCALSTACK ASSETS ARE INTENDED FOR THE CUSTOMER AND ITS AUTHORIZED USERS ONLY AND ARE NOT FOR USE BY CHILDREN UNDER 13 YEARS OF AGE. IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, SUCH PERSON REPRESENTS AND WARRANTS THAT IT HAS THE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT AND THIS AGREEMENT APPLIES TO SUCH ENTITY WHICH IS DEEMED THE CUSTOMER.

If Customer and LocalStack have executed a written agreement governing Customer's access to and use of the LocalStack Assets as a LocalStack customer, then the terms of such signed agreement will govern and will supersede this Agreement. The parties agree as follows:

1. **Definitions**. The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement, an Order Form or in LocalStack's DPA.

   a. "**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with the Customer.

   b. "**Authorized User**" means any individual employee, contractor or agent of Customer authorized by Customer to use the LocalStack Assets.

   c. "**Confidential Information"** means any information of a confidential or proprietary nature provided by a party to the other party, which includes any information that should be reasonably understood as confidential under the circumstances, including the terms of this Agreement and each Order Form, and: (i) with respect to LocalStack, the LocalStack Emulators, Software, Service and Usage Data; and (ii) with respect to Customer, the Customer Data. Confidential Information does not include information that: (A) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed; (B) is documented as being known to the Receiving Party prior to its disclosure by the Disclosing Party; (C) is independently developed by Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (D) is obtained by Receiving Party without restrictions on use or disclosure from a third party.

   d. "**Control**" means ownership, directly or indirectly, of 50% or more of the voting interest with the power to direct or cause the direction of the management and policies of such entity.

   e. "**Customer Application**" means an application owned and operated by Customer.

   f. "**Customer Data**" means all data provided by, or on behalf of, Customer in connection with or by means of the Software and/or Service, including any Personal Data as that term is defined under the DPA or as otherwise set under applicable laws. Notwithstanding anything to the contrary in this Agreement, Customer Data does not include Usage Data.

   g. "**Customer Environment**" means equipment, systems, servers, and workstations owned or managed solely by Customer.

h. "**Data Processing Agreement**" or "**DPA**" means LocalStack's Data Processing Agreement available at: https://www.localstack.cloud/legal/DPA.

i. "**Deployment Type**" means the deployment type of the license(s) purchased by Customer identified in an Order Form and that specifies the permitted use under this Agreement.

j. "**Documentation**" means the user guides, operating manuals and all other materials provided by LocalStack that describe the installation, operation, use, limitations or technical specifications of the LocalStack Assets.

k. "**LocalStack API Server**" means LocalStack's application programming interface for the subscription authentication server.

l. "**LocalStack Assets**" means the Software, Service and Documentation.

m. "**LocalStack Emulator(s)**" refer(s) to aspects of LocalStack's Software including, but not limited to, the LocalStack command line interface, LocalStack desktop application, LocalStack Docker extension, Docker-Compose container and/or Helm deployment in a Kubernetes cluster, that Customer must download and install in the Customer Environment to connect with the Service.

n. "**LocalStack Web Application**" means LocalStack's web application that provides: (i) access to web-enabled functionality indicated in the Order Form for the applicable Deployment Type; (ii) monitoring and analytics related to Customer's use under the Deployment Type; and (iii) general Customer account and subscription management and administration.

o. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs designed to intentionally disrupt or disable any systems, software, applications, files or other data.

p. "**Non-Production**" means an internal only use (e.g., testing, development, staging, evaluation) of the Software and/or Service solely by Customer's Authorized Users that does not involve any of Customer's production workloads whether for the Customer Application or otherwise.

q. "**Order Form**" means an ordering document for a subscription to access and use the LocalStack Assets: (i) signed in writing by Customer and LocalStack; (ii) purchased through the Service (e.g., by means of the Service dashboard); or (iii) via a third-party marketplace (e.g., via Amazon AWS Marketplace).

r. "**Preview Features**" means any LocalStack Asset features, functionality or services which LocalStack may make available to Customer to try at no additional cost, and which is designated as beta, trial, Non-Production or another similar designation.

s. "**Prohibited Content**" means content that: (i) is illegal under any applicable law; (ii) violates any third-party rights including, but not limited to, privacy, intellectual property rights and trade secrets; (iii) contains false, misleading, or deceptive statements, depictions, or practices; or (iv) contains Malicious Code.

t. "**Quantity**" means the number of permitted uses by Customer's Authorized Users during the Subscription Term for a certain product and/or service identified in the applicable Order Form.

u. "**Service**" means LocalStack's proprietary software solution for cloud service emulating software for development and testing cloud apps locally which includes the Software, LocalStack API Server, and Documentation.

v. "**Software**" means software that LocalStack develops and maintains in order to provide the Service, including Preview Features, LocalStack Emulator, LocalStack Web Application, and all modifications, enhancements, updates, upgrades, patches, workarounds, and fixes thereto, and any derivative works thereof to each of the foregoing.

w. "**Subscription Term**" is the length of the subscription specified in the applicable Order Form.

x.   "**Support**" has the meaning specified in Section 3(c) below.

y.   "**Taxes**" means any and all customs, duties, sales, use, value added, withholding, or other taxes, federal, state or otherwise, however designated, which are levied or imposed because of the transactions contemplated by this Agreement.

z.   "**Usage Data**" means all data provided by, or on behalf of, Customer in connection with or by means of the Service, including via Support. Usage Data is not Customer Data and does not consist of Personal Data (as defined in the DPA).

2. **Grant of License to the LocalStack Assets; Restrictions**.

a. *Grant of License to the LocalStack Assets.* Subject to the terms of this Agreement and the applicable Order Form, LocalStack grants Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as otherwise provided herein) license during the Subscription Term, solely for Customer's Non-Production, internal business operations and up to the Quantity of Authorized Users and for the Deployment Type specified in the Order Form: (i) to access and use the Service and Documentation; and (ii) to install and use LocalStack Emulator Software, within the Customer Environment solely in object code form, and the Documentation.

b. *LocalStack Asset Restrictions*. Customer will not (and will not authorize or permit any third party to): (i) allow anyone other than Authorized Users to access and use the LocalStack Assets including no concurrent usage of an Authorized User's account with any other user is allowed; (ii) share any LocalStack issued access credentials with any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Software and/or Service; (iv) access the LocalStack Assets in order to benchmark, or monitor the availability, security, performance, or functionality of the LocalStack Assets, for any competitive purposes without LocalStack's express written consent; (v) modify, adapt, or translate the LocalStack Assets or remove or modify any proprietary markings or restrictive legends placed on or within the LocalStack Assets; (vi) make copies, store, or archive, any portion of the LocalStack Assets without the prior written permission of LocalStack; (vii) use the LocalStack Assets in violation of any applicable law; (viii) introduce, any Malicious Code into the LocalStack Assets; or (ix) exploit the LocalStack Assets in any unauthorized manner including by circumventing any process LocalStack has put in place to safeguard the Software and/or Service or by using flood pings, denial-of-service attacks, by deploying spiders, web-bots, screen-scrapers, or web crawlers, or use cases that exceed functional testing bandwidth limitations specified in the Documentation, that may damage or adversely affect server or network capacity or Service infrastructure (together, (i) through (ix) the "**Restrictions**"). The foregoing Restrictions will be inapplicable to the extent prohibited by applicable law.

c. *Trial Period*. Subject to the terms of the Agreement and Order Form, including payment of all Trial Period fees (if any), or in the event LocalStack's sets up Customer's account for use of the Software and/or Service on Customer's behalf, commencing on the Effective Date, or the date which LocalStack implements the Software and/or Service for Customer, for the period set forth on the Order Form, or the period specified by LocalStack via email to Customer, Customer will have the right to use the LocalStack Assets for evaluation purposes ("**Trial Period**"). Prior to the end of the Trial Period, Customer may terminate this Agreement without further obligation upon written notice to LocalStack ("**Trial Termination Notice**"). If LocalStack does not receive a Trial Termination Notice prior to the end of the Trial Period, the Subscription Term commences upon the expiration of the Trial Period, and LocalStack will invoice Customer in accordance with Section 7.

d. *Preview Features*. Preview Features made available by LocalStack are provided to Customer for testing purposes only. LocalStack makes no commitments to provide Preview Features in any future versions of the LocalStack Assets or otherwise. Customer is not obligated to use Preview Features. LocalStack may immediately and without notice remove Preview Features for any reason without liability to Customer. Notwithstanding anything to the contrary in this Agreement, LocalStack does not provide support for Preview Features. For clarity, all Preview Features are provided "AS IS" without warranty of any kind.

e. *Customer Affiliates*. Customer Affiliates shall only have the right to access and use the LocalStack Assets pursuant to this Agreement if explicitly stated on the Order Form or otherwise agreed in writing by the parties. Customer shall ensure that each such Affiliate complies with the terms and conditions of this Agreement and Customer shall be responsible and liable for any breach of this Agreement by any such Affiliate.

f. *Third-Party Applications*. The Software and Service integrate with third party products, services, tools or applications that are not owned or controlled by LocalStack ("**Third-Party Application(s)**"). LocalStack neither licenses Third Party Applications for Customer's benefit nor endorses any Third-Party Applications. This Agreement does not apply to such Third-Party Applications including Customer's use thereof. LOCALSTACK HAS NO LIABILITY OR OBLIGATION OF ANY KIND RELATED TO ANY THIRD-PARTY APPLICATIONS USED BY CUSTOMER.

3. **LocalStack Obligations for the LocalStack Assets**.

a. *LocalStack Software & Service*. LocalStack will provide the Software and Service in conformance with this Agreement, the Order Form and applicable Documentation. LocalStack will be responsible for hosting the Service as specified in the Order Form.

b. *Updates*. LocalStack may update the Software and Service from time to time during the Subscription Term. For clarity, LocalStack may enhance or modify the LocalStack Assets in its sole discretion, provided it does not materially reduce the core functionality of the LocalStack Assets. LocalStack will make LocalStack Emulator updates available via a container image registry via the Docker Hub (located at: https://hub.docker.com), unless a different form of Software delivery is agreed upon in writing between the parties. Updates of certain Software sub-components (e.g., CLI, plugins, extensions) may be provided via third-party software hosting services including but not limited to Github or pypi.org.

c. *Support*. Unless stated otherwise in the applicable Order Form, if Customer experiences any errors, bugs, or other issues in its use of the Service, LocalStack will use commercially reasonable efforts to respond as soon as possible ("**Support**") in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the subscription set forth on the Order Form.

4. **Customer Obligations**.

a. *Internet Connections*. Customer will be responsible for obtaining Internet connections necessary for Customer to access the Software and Service.

b. *LocalStack Emulator Version Updates*. Customer will be responsible for implementing all version updates of LocalStack Emulators within the Customer Environment in a timely fashion. If Customer fails to do so, performance and functionality of the Software and/or Service may be impacted.

c. *Export*. The Software and/or Service are subject to export control laws and regulations. Customer may not access or use the Software and/or Service or any underlying information or technology except in full compliance with all applicable United States export control laws. Neither the Software, Service nor any underlying information or technology, may be accessed or used: (i) by any individual or entity in any country to which the United States has embargoed goods; or (ii) by anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities.

d. *User Accounts & Passwords*. Customer will ensure that all Authorized Users safeguard Authorized User accounts and passwords. Customer will notify LocalStack immediately if it learns of any unauthorized use of any Authorized User accounts or passwords or any other known or suspected breach of security.

5. **Data License & Protections**.

   a. *Data License*. In connection with its use of the Software and/or Service, Customer (including its Authorized Users) may transfer Customer Data to LocalStack. LocalStack uses Customer Data to provide the Software and/or Service and to create and develop Usage Data (i.e., that LocalStack uses to develop and improve the Software and/or Service). Customer grants LocalStack a limited license during each Subscription Term to use Customer Data as provided for in this Section 5(a) and in accordance with this Agreement and the DPA.

   b. *DPA*. LocalStack will process all Customer Data for the purposes set forth in this Agreement and in accordance with the DPA.

   c. *Security & Privacy*. LocalStack maintains industry-standard physical, technical, and administrative safeguards in order to protect Customer Data in accordance with LocalStack's "**Security Protocols**" set forth in Annex II to the DPA.

6. **Fees**.

   a. *Payments*. LocalStack will invoice Customer for all fees and any applicable taxes as provided in the applicable Order Form and subsequent invoice. Unless otherwise provided for in an Order Form: (i) all amounts are due and payable to LocalStack within thirty (30) days from the date of LocalStack's invoice; and (ii) all fees are based on the LocalStack Assets purchased, not on actual use and are non-refundable. Unless specified otherwise in the applicable Order Form, for each Renewal Term LocalStack may increase fees of such Products in its sole discretion upon written notice to Customer.

   b. *Taxes*. Customer will pay all applicable Taxes excluding only those based on LocalStack's net income. If Customer is compelled to make a deduction or set-off for any such Taxes, Customer will pay LocalStack such additional amounts as necessary to ensure receipt by LocalStack of the full amount LocalStack would have received but for the deduction. Any applicable direct pay permits or valid Tax-exempt certificates must be provided to LocalStack prior to the execution of this Agreement. If LocalStack is required to collect and remit Taxes on Customer's behalf, LocalStack will invoice Customer for such Taxes, and Customer will pay LocalStack for such Taxes in accordance with Section 6(a).

   c. *Late Payments*. In the event that LocalStack does not receive any invoiced amount by the due date as set forth in Section 6(a), without limiting its rights and remedies, LocalStack may: (i) charge interest on the outstanding balance (at a rate not to exceed the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by law); (ii) condition future LocalStack Asset renewals and additional Order Forms on payment terms shorter than those specified in Section 6(a); and/or (iii) suspend and terminate for failure to pay (if applicable) the LocalStack Assets pursuant to Section 7(b).

   d. *Overage*. Unless otherwise specified in an Order Form, if at any time during the Term Customer's use of the Software and/or Service exceeds the Quantities permitted under the applicable Order Form ("**Overage**") for Customer's applicable license tier, LocalStack will promptly invoice Customer where Customer will be billed at the pricing tier corresponding to the total Quantity (i.e., permitted Quantity plus Overage) in use.

   e. *Credit Card Processing*. For online Order Forms that require Customer's payment by credit card, LocalStack uses a third-party credit card processing service to process payments. Customer consents to the use of such service and to the transfer of Customer's credit card details to such third-party processor for the purposes of such transaction. Customer agrees to be bound by any separate terms applicable to the processing service. Customer's credit card will be charged fees automatically for Customer's use of the LocalStack Assets at the end of each billing cycle.

7. **Term & Termination**.

   a. *Term*. The Term commences on the Start Date and continues for the Duration identified in the Order Form ("**Initial Term**") and the Agreement will be automatically extended for additional terms each for the

Duration (each, a "**Renewal Term**") unless terminated as provided for in this Agreement. No less than sixty (60) days before the end of the Initial Term or any Renewal Term thereafter, either party may give the other party written notice of termination, in which case this Agreement will terminate at the end of the current Initial Term or Renewal Term. "**Term**" means the Initial Term and each Renewal Term collectively.

b. *Suspension & Termination for Non-Payment*. LocalStack may suspend Customer's access to, or use of, the LocalStack Assets upon written notice to Customer if any amount due to LocalStack under any invoice is past due. If Customer fails to pay within 30 days of receipt of LocalStack's notice of suspension for late payment, LocalStack may terminate this Agreement and/or the applicable Order Form immediately upon written notice to Customer.

c. *Termination*. Either party may terminate this Agreement and/or any Order Form: (i) upon thirty (30) days' notice to the other party if the other party materially breaches this Agreement and such breach remains uncured at the expiration of such thirty (30) day period; or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation, or assignment for the benefit of creditors.

d. *Effect of Termination*. If Customer terminates this Agreement in accordance with Section 7(c)(i), LocalStack will reimburse Customer on a pro-rata basis for any pre-paid fees allocable to the remaining Subscription Term as of the date of such termination. Upon termination or expiration of this Agreement for any reason, LocalStack will, upon written request and within 30 days of such request, delete all Customer Data processed on behalf of Customer during the Subscription Term as specified in the DPA and shut off access to the Service.

e. *Survival*. The following provisions will survive any expiration or termination of the Agreement: Sections 8 (Confidentiality), 9 (Ownership), 11 (Indemnification), 12 (Limitation on Liability), and 16 (Miscellaneous, as applicable).

8. **Confidentiality**.

a. *Protection of Confidential Information*. Each party that receives ("**Receiving Party**") Confidential Information of the other party ("**Disclosing Party**") will protect and preserve such Confidential Information as confidential, using no less care than that with which it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and will not use or disclose the Confidential Information for any purpose except to perform its obligations and exercise its rights under this Agreement and applicable Order Forms.

b. *Representatives*. Receiving Party may disclose, distribute, or disseminate Disclosing Party's Confidential Information to any of its officers, directors, members, managers, partners, employees, contractors, or agents (its "**Representatives**"), provided Receiving Party reasonably believes that its Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will at all times remain responsible for any violations of this Agreement by any of its Representatives.

c. *Applicable Laws & Court Orders*. A Receiving Party will not violate its confidentiality obligations if it discloses Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

d. *Injunctive Relief*. Each party acknowledges that any violation or threatened violation of this Section 8 may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

9. **Ownership**.

   a. *LocalStack Property*. LocalStack owns and retains all right, title, and interest in and to the LocalStack Assets (including for clarity any part thereof). Except for the limited license granted to Customer in Sections 2(a) and 2(b), LocalStack does not by means of this Agreement or otherwise transfer any other rights to Customer.

   b. *Customer Property*. Customer owns and retains all right, title, and interest in and to the Customer Data. Except for the licenses granted to LocalStack in Section 5(a), Customer does not by means of this Agreement or otherwise transfer any other rights to LocalStack.

   c. *Feedback*. Customer may provide comments, suggestions and recommendations to LocalStack with respect to the LocalStack Assets and aspects thereof (including, without limitation, comments, suggestions and recommendations with respect to modifications, enhancements, improvements and other changes to each of the foregoing) (collectively, "**Feedback**"). LocalStack may freely use and exploit any such Feedback without any obligation to Customer, unless otherwise agreed upon by the parties in writing. Customer hereby assigns to LocalStack all of Customer's right, title and interest in and to the Feedback, including all intellectual property rights therein.

10. **Representations & Warranties; Disclaimer**.

    a. *Mutual Representations and Warranties*. Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so.

    b. *Customer Representations and Warranties*. Customer represents and warrants it: (i) is entitled to transfer, or enable the transfer of, all Customer Data to LocalStack; (ii) has all rights necessary to grant LocalStack the licenses set forth in this Agreement; and (iii) will not transmit any Prohibited Content to LocalStack whether by means of the Software and/or Service or as required for LocalStack's provision of Support hereunder.

    c. *Disclaimer*. WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 10, THE LOCALSTACK ASSETS AND PREVIEW FEATURES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. LOCALSTACK AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, AND NON-INFRINGEMENT. LOCALSTACK DOES NOT WARRANT THAT THE LOCALSTACK ASSETS OR PREVIEW FEATURES: (I) ARE ERROR-FREE; (II) WILL PERFORM UNINTERRUPTED; OR (III) WILL MEET CUSTOMER'S REQUIREMENTS.

11. **Indemnification**.

    a. *By LocalStack*.

       i. LocalStack will defend Customer, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Customer Indemnified Parties"**), from any third-party claim, demand, dispute, suit or proceeding, and LocalStack will indemnify Customer Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees), finally awarded against the Customer Indemnified Parties to such third party, by a court of competent jurisdiction or agreed to in settlement, alleging that the LocalStack Assets, including Customer's permitted use thereof, infringes any registered patent, trademark, copyright or misappropriates a trade secret of such third party.

       ii. If LocalStack becomes, or in LocalStack opinion is likely to become, the subject of an infringement or misappropriation claim, LocalStack may, at its option and expense: (a) procure for Customer the right to continue using the LocalStack Assets (or the component thereof subject of such infringement); (b)

replace the LocalStack Assets (including any component part) with a non-infringing substitute subject to Customer's prior written approval; or (c) modify the LocalStack Assets so that it becomes non-infringing. If none of the foregoing alternatives are available, LocalStack shall notify Customer, and Customer may elect to terminate the license immediately pursuant to Section 7(c) and refund Customer the pro-rata, unused portion of any prepaid fees.

    iii.   LocalStack will not be obligated to defend or be liable for costs or damages solely to the extent the infringement or misappropriation is attributable to: (a) Customer Data; (b) modifications to the LocalStack Assets made other than by LocalStack, but only to the extent such claim would not have arisen but for such modification; (c) combination of the LocalStack Assets with a non-LocalStack application, product, data or business process, but only to the extent such claim would not have arisen but for such combination; (d) continued use of the LocalStack Assets after Customer has been notified of modifications or substitutes to the extent use of such modifications or substitutes would have prevented the claim; (e) any use of the LocalStack Assets other than the most current version made available to Customer; or (f) use of the LocalStack Assets that violates the terms of this Agreement to the extent such claim would not have arisen but for such violation.

    iv.   Customer's sole and exclusive remedy and the entire liability of LocalStack, its officers, directors, employees, shareholders, contractors and representatives, with respect to any and all claims relating to alleged infringement or misappropriation of a third-party's intellectual property rights, will be pursuant to the indemnification provisions set forth in this Section 11(a).

b. *By Customer*. Customer will defend LocalStack, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**LocalStack Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Customer will indemnify the LocalStack Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the LocalStack Indemnified Parties related to: (i) Customer or an Authorized User violating a Restriction; (ii) Customer's breach of Section 10(b) (Customer Representations & Warranties); or (iii) any allegation by a governmental body that use of Customer Data, as permitted by LocalStack under this Agreement or at Customer's request or direction, has violated any applicable law.

c. *Indemnification Process*. The indemnified parties will: (i) give the indemnifying party prompt written notice of any claim, action or demand for which indemnity is claimed; (ii) give the indemnifying party sole control over the defense and settlement of the claim, provided that the indemnifying party will not settle any claim that involves the payment of money or acknowledgement of wrongdoing on the part of the indemnified parties without indemnified parties' prior written approval such approval not to be unreasonably withheld, conditioned or delayed; and (iii) provide the indemnifying party with reasonable cooperation, at the indemnified parties' expense, in connection with the defense and settlement of the claim.

12. **Limitation on Liability**.

a. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, THAT MAY ARISE OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, SERVICES LIABILITY OR OTHERWISE.

b. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS (AS DEFINED AND FURTHER LIMITED BY SECTION 12(C) BELOW) AND UNCAPPED CLAIMS (DEFINED BELOW), IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON,

RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER FOR USE OF THE LOCALSTACK ASSETS DURING THE PERIOD TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

c. "**Excluded Claims**" means any claim and/or liability associated with any breach by LocalStack of Sections 5(b) (DPA), including for clarity with respect to any claim of liability associated with the DPA including the Security Protocols, and 5(C) (Security & Privacy). LocalStack's total, cumulative liability for all Excluded Claims will not exceed the greater of (i) $500,000 or (ii) three (3) times the total amount of fees paid by Customer for use of the LocalStack Assets under this Agreement.

d. "**Uncapped Claims**" means any claim or liability associated with: (i) either party's breach of Section 8 (Confidentiality) but not relating to any liability associated with LocalStack's privacy and/or security obligations with respect to Customer Data which remains subject to the Excluded Claims cap; (ii) either party's respective indemnification obligations under Section 11; or (iii) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, intentional misconduct or violation of the other party's intellectual property rights.

13. **Insurance**. LocalStack will maintain in full force and effect during the Term:

a. Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage;

b. Auto liability insurance covering non-owned and hired vehicles, with coverage limits of not less than $1,000,000 per occurrence for bodily injury and property damage;

c. Worker's compensation insurance as required by applicable law; and

d. Technology Errors & Omissions and Cyber-risk on an occurrence or claims-made form, for limits of not less than $2,500,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the LocalStack Assets, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the LocalStack Assets.

Insurance carriers will be rated A-VII or better by A.M. Best Provider. LocalStack's coverage will be considered primary without right of contribution of Customer's insurance policies. In no event will the foregoing coverage limits affect or limit in any manner LocalStack's contractual liability for indemnification or any other liability of LocalStack under this Agreement.

14. **United States Government Users**. The LocalStack Assets are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is the U.S. Government or any contractor therefor, Customer shall receive only those rights with respect to the LocalStack Assets as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

15. **Marketing Logo Rights**. Customer grants LocalStack the right to use Customer's name and logo on LocalStack's website for the sole purpose of identifying Customer as a customer.

16. **Miscellaneous**. This Agreement is the entire agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof. The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between the parties. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to

conflicts of law rules. For any dispute relating to this Agreement, the parties consent to personal jurisdiction and the exclusive venue of the courts in San Francisco County, California. Any notice provided by one party to the other under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested) to the address above. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that LocalStack may assign this Agreement without such consent in connection with an acquisition of LocalStack or a sale of all or substantially all of its assets.

To the extent there is an inconsistency between the terms of the Agreement, Order Form, and DPA, such documents and their terms will be controlled in the following order of precedence: (i) Order Form; (ii) Agreement; and (iii) DPA.