

# Master Cloud Services Agreement

This Master Cloud Services Agreement (this “**MCSA**”) is entered into between LakeSail, Inc. (“**LakeSail**”) and Customer and governs Customer’s access to and use of the LakeSail Services.

If you are entering into this MCSA on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you are authorized to bind that entity to this MCSA, in which case “**Customer**” will refer to that entity (otherwise, "Customer" refers to you as an individual). If you are a monthly pay-as-you-go Customer of LakeSail Services (“**PayGo Customer**”), you acknowledge that LakeSail may make changes to the MCSA and pricing. PayGo Customer’s continued use of the LakeSail Services after such changes will constitute consent to such changes, and such use shall be subject to the then-current published version of this MCSA at [lakesail.com/legal/mcsa](https://lakesail.com/legal/mcsa).

The “**Effective Date**” of this MCSA is the effective date of the initial Order that references this MCSA, or if you are a PayGo Customer, the date Customer first accesses or uses any LakeSail Services. Unless otherwise indicated, capitalized terms have the meaning assigned to them in this MCSA.

## 1. LakeSail Services.

### 1.1. LakeSail Responsibilities.

- A. Platform Services.** LakeSail will make the Platform Services available to Customer and its Authorized Users on a non-exclusive basis in accordance with the Agreement solely for Customer’s or its Affiliate’s business purposes.
- B. Advisory Services; Training Services.** LakeSail will provide the Advisory Services and/or Training Services specified in an Order, and such services will be delivered remotely unless otherwise agreed upon by the parties. If applicable, while on Customer premises for Advisory Services, LakeSail personnel will comply with reasonable Customer rules regarding safety made known in advance in writing to LakeSail, and will, at Customer’s reasonable request, promptly remove from the project any LakeSail personnel not following such rules.
- C. Support Services.** LakeSail will provide Customer with the level or type of Support Services specified in an Order. If Support Services are not specified in an Order, support shall be limited to the Documentation.
- D. Data Protection; Security.**
  - I. Data Protection.** The terms of the DPA are incorporated by reference and shall apply to the processing of Personal Data as described in the DPA.

**II. Security.** To protect the security and confidentiality of Customer Content and Customer Materials under LakeSail control, LakeSail will maintain appropriate administrative, physical, and technical safeguards during the term of the Agreement. LakeSail is committed to achieving SOC 2 Type II compliance. Further, LakeSail shall implement safeguards to protect the security of the Platform Services and the Customer Content as set forth in the Security Addendum, incorporated by reference herein.

**E. Compliance with Law.** LakeSail will provide the LakeSail Services in accordance with its obligations under laws and government regulations applicable to LakeSail's provision of the LakeSail Services to its customers generally, irrespective of Customer's particular use of the services.

## **1.2. Customer Responsibilities.**

**A. General Responsibilities.** Customer acknowledges and agrees that it shall be responsible for:

- I.** its Authorized User's compliance with the Agreement, their use of the LakeSail Services, and any use of the Platform Services under an Authorized User's account;
- II.** securing Customer's cloud environments and systems used in connection with the LakeSail Services, and promptly notifying LakeSail in writing of any unauthorized use or access to its Workspaces of which Customer becomes aware;
- III.** backing up Customer Content and Customer Materials; and
- IV.** configuring the Platform Services in an appropriate way, taking into account the sensitivity of the Customer Content that the Customer chooses to process using the Platform Services, including data that the Customer shares with or receives from third parties.

**B. Use Restrictions.** Customer and its Authorized Users will not:

- I.** violate the Acceptable Use Policy or use the LakeSail Services in violation of applicable laws and government regulations;
- II.** use the Platform Services other than in accordance with the Documentation;
- III.** include in Customer Content or Customer Materials any data for which Customer does not have all rights, power and authority necessary for its collection, use and processing as contemplated by the Agreement;
- IV.** copy, modify, disassemble, decompile, reverse engineer, or attempt to view or discover the source code of the Platform Services or any Deliverables provided to Customer, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law; or
- V.** sell, resell, license, sublicense, distribute, rent, lease, or otherwise provide access to the Platform Services to any third party except as expressly permitted under the Agreement.

### C. Sensitive Data.

- I. **Platform Services.** Notwithstanding anything in the Agreement or, as applicable, in HIPAA or in PCI-DSS or any other laws to the contrary, LakeSail will have no liability to Customer relating to protected health information (“**PHI**”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) or any cardholder data as defined under PCI-DSS (“**Cardholder Data**”) unless Customer configures and operates the Platform Services with respect to PHI and Cardholder Data in accordance with applicable Documentation.
  - II. **Advisory Services.** Customer agrees that Customer Materials will not contain any sensitive data, including but not limited to Cardholder Data, PHI, financial account numbers or login credentials, government-issued identification numbers, or any other regulated data.
- 1.3. **Non-LakeSail Offerings.** Non-LakeSail Offerings may be provided under separate terms by third-party providers. LakeSail makes no warranties and assumes no responsibility or liability whatsoever for Non-LakeSail Offerings. Customer is solely responsible and liable for its use of any Non-LakeSail Offerings. LakeSail may share Customer’s contact information and applicable consumption details with third-party providers of Non-LakeSail Offerings.
  - 1.4. **LakeSail Powered Services.** This MCSA does not govern Customer’s use of LakeSail Powered Services. LakeSail is not liable for the LakeSail Powered Services and does not act as a data processor with respect to any data processed by or within a LakeSail Powered Service.
2. **Confidentiality.** A receiving party will not use the disclosing party’s Confidential Information except as permitted under the Agreement or to enforce its rights under the Agreement, and will not disclose such Confidential Information to any third party except to those of its employees, Affiliates, agents, advisors and/or subcontractors (“**Representatives**”) who have a bona fide need to know such Confidential Information; provided that each such Representative is bound by use and disclosure restrictions consistent with the terms set forth in this Section. Each receiving party will protect the disclosing party’s Confidential Information from unauthorized use and disclosure using reasonable care. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required by applicable laws or a binding court order; provided that such party shall provide prior written notice to the other party to the extent legally permitted to do so. Each party acknowledges and agrees that, in the event of a breach of this Section, the non-breaching party may be irreparably harmed, damages alone would not be a sufficient remedy, and therefore, the non-breaching party will be entitled to seek appropriate equitable relief in addition to any other remedies that may be available.
  3. **Intellectual Property.**
    - 3.1. **Ownership by LakeSail.** Except for the limited licenses expressly set forth in the Agreement, LakeSail retains all rights, title and interest in and to the LakeSail Services, Documentation, Deliverables, LakeSail Materials, and any related technology, documentation, derivative works, modifications and updates thereto

created by or for, or licensed to LakeSail, including all Intellectual Property Rights in any of the foregoing.

- 3.2. Ownership by Customer.** As between Customer and LakeSail, Customer retains all right, title and interest in and to the Customer Content and Customer Materials.
  - 3.3. Usage Data.** Notwithstanding anything to the contrary in the Agreement, LakeSail may collect and use Usage Data to develop, improve, operate, and support its products and services. LakeSail will not disclose any Usage Data to any third parties unless **(a)** it is anonymized and aggregated such that it does not identify Customer or Customer Confidential Information; or **(b)** it is disclosed in accordance with Section 2 (Confidentiality) of this MCSA.
  - 3.4. Feedback.** If Customer chooses to provide Feedback, LakeSail may incorporate or otherwise use such Feedback in connection with the LakeSail products and services without restriction or obligation to Customer. LakeSail acknowledges that any Feedback is provided on an “as-is” basis with no warranties of any kind.
  - 3.5. Advisory and Training Services Licenses.**
    - A. Advisory Services Deliverables.** Subject to any restrictions expressly set forth in the Agreement, LakeSail grants Customer a non-exclusive, perpetual, worldwide, fully paid-up, royalty-free license to use, copy, modify, or create derivative works based on the Deliverables. The Deliverables are not subject to any maintenance, support, or updates.
    - B. Training Services Materials.** LakeSail grants a limited, non-sublicensable, non-transferable, license to the Course Materials, solely for the internal educational use by individuals who attend a Training Services course.
- 4. Warranties; Remedy.**
- 4.1. Warranties.** Each party warrants that it has the authority to enter into the Agreement and perform its obligations thereunder. LakeSail warrants that: **(1)** during the term of any Order for Platform Services, the Platform Services will function substantially in accordance with the Documentation; and **(2)** Advisory Services will be provided in a professional and workmanlike manner consistent with industry standards. For Advisory Services this warranty will not apply unless Customer provides written notice of a claim within ninety (90) days from performance of the deficient Advisory Services.
  - 4.2. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, LAKESAIL DOES NOT MAKE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS **(A)** ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, TITLE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE LAKESAIL SERVICES; AND **(B)** ANY REPRESENTATIONS ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BETA SERVICES AND ANY LAKESAIL SERVICES PROVIDED UNDER A FREE

TRIAL PERIOD ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND.

**4.3. Warranty Remedy.** FOR ANY BREACH OF THE WARRANTIES RELATED TO THE PLATFORM SERVICES OR ADVISORY SERVICES PROVIDED BY LAKESAIL IN SECTION 4.1 (WARRANTIES), CUSTOMER’S EXCLUSIVE REMEDY AND LAKESAIL ENTIRE LIABILITY WILL BE: **(A)** FOR PLATFORM SERVICES, THE MATERIAL CORRECTION OF THE NON-CONFORMING SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR **(B)** FOR ADVISORY SERVICES, THE RE-PERFORMANCE OF THE NON-CONFORMING SERVICES. IF LAKESAIL CANNOT SUBSTANTIALLY REMEDIATE THE NON-CONFORMING SERVICES IN A COMMERCIALY REASONABLE MANNER, LAKESAIL WILL TERMINATE THE NON-CONFORMING SERVICES AND REFUND TO CUSTOMER THE PORTION OF **(X)** ANY UNUSED, PREPAID FEES APPLICABLE TO THE NON-CONFORMING SERVICES FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION (FOR PLATFORM SERVICES) OR **(Y)** ANY PREPAID FEES APPLICABLE TO THE NON-CONFORMING SERVICES FOR THE PERIOD FOLLOWING THE COMMENCEMENT OF THE DEFICIENCY (FOR ADVISORY SERVICES).

**5. Indemnification.**

**5.1. Indemnification by LakeSail.** Subject to Section 5.5 (Conditions of Indemnification), LakeSail will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party (a “**Claim Against Customer**”) to the extent that it alleges that Customer’s use of the LakeSail Services as provided to Customer infringes or misappropriates such third party’s Intellectual Property Rights (an “**IP Claim**”). LakeSail will indemnify Customer for any damages, attorney fees, and costs (for each, only to the extent finally awarded against Customer), or for amounts paid by Customer under a settlement approved in writing by LakeSail, in either case, resulting from such Claim Against Customer. Notwithstanding the foregoing, LakeSail will have no liability for any Claim Against Customer if such claim arises from: **(a)** the public open source version of software (such as Apache Spark or Sail) if the claim of infringement or misappropriation does not allege specifically that the infringement or misappropriation arises from the Platform Services (as opposed to such public open source version itself); **(b)** the combination, operation or use of the LakeSail Services with services, equipment, devices, software or data (including without limitation Customer’s Confidential Information) not supplied by LakeSail if a claim would not have occurred but for such combination, operation or use; or **(c)** Customer or an Authorized User’s use of the LakeSail Services other than in accordance with the Documentation and the Agreement.

**5.2. Other Remedies.** If LakeSail receives information about an infringement or misappropriation claim related to the LakeSail Services, then LakeSail may at its sole option and expense: **(a)** replace or modify the applicable LakeSail Services with a non-infringing, functional equivalent; **(b)** procure for Customer the rights to

use that portion of the LakeSail Services alleged to be infringing; or (c) terminate Customer's use of the allegedly infringing portion of the LakeSail Services and, upon such termination, refund to Customer any unused, prepaid Fees for the impacted LakeSail Services.

**5.3. Indemnification by Customer.** Subject to Section 5.5 (Conditions of Indemnification), Customer will defend LakeSail against any claim, demand, suit or proceeding made or brought against LakeSail by a third party (a “**Claim Against LakeSail**”) arising from or related to: (a) Customer’s use of the LakeSail Services in violation of any applicable laws or the rights of a third party, or (b) Customer Content, Customer Materials or the use of either with the LakeSail Services (each (a)-(b) a “**Data Claim**”). Customer will indemnify LakeSail for any damages, attorney fees and costs (for each, only to the extent finally awarded against LakeSail), or for amounts paid by LakeSail under a settlement approved in writing by Customer, in either case, resulting from such Claim Against LakeSail.

**5.4. Sole Remedy.** SUBJECT TO SECTION 5.5 (CONDITIONS OF INDEMNIFICATION) BELOW, (A) THE FOREGOING SECTIONS 5.1 (INDEMNIFICATION BY LAKESAIL) AND 5.2 (OTHER REMEDIES) STATE THE ENTIRE OBLIGATION OF LAKESAIL AND ITS LICENSORS WITH RESPECT TO ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE LAKESAIL SERVICES AND (B) THE FOREGOING SECTION 5.3 (INDEMNIFICATION BY CUSTOMER) STATES THE ENTIRE OBLIGATION OF CUSTOMER AND ITS LICENSORS WITH RESPECT TO ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY CUSTOMER CONTENT OR CUSTOMER MATERIALS.

**5.5. Conditions of Indemnification.** The indemnifying party’s (each, an “**Indemnitor**”) indemnification obligations under the Agreement are conditioned on a party seeking indemnification (each, an “**Indemnitee**”): (a) promptly giving written notice to the Indemnitor of the claim for which the Indemnitee is seeking indemnification (provided that late notice will not relieve Indemnitor of its obligation unless it has been prejudiced by the delay); (b) grant the Indemnitor sole control of the defense and settlement of the claim (although the Indemnitor may not settle any claim in a manner that does not fully discharge the claim against an Indemnitee without consent); and (c) provide the Indemnitor, at the Indemnitor’s expense, with all assistance reasonably required for the defense and settlement of the claim.

**6. Limitation of Liability.**

**6.1. Unlimited Liabilities.** NOTHING IN THE AGREEMENT WILL LIMIT EITHER PARTY’S LIABILITY FOR CLAIMS ARISING FROM: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) A PARTY’S PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (C) LAKESAIL’S INDEMNIFICATION OBLIGATIONS FOR AN IP CLAIM; (D) CUSTOMER’S

INDEMNIFICATION OBLIGATIONS FOR A DATA CLAIM; (E) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (F) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS.

- 6.2. Exclusions.** TO THE FULLEST EXTENT PERMITTED BY LAW NEITHER PARTY WILL HAVE ANY LIABILITY FOR: (i) LOST PROFITS OR REVENUE; (ii) LOSS OF GOODWILL; (iii) LOSS OR CORRUPTION OF DATA; (iv) LOSS ARISING FROM INACCURATE OR UNEXPECTED RESULTS ARISING FROM THE USE OF THE LAKESAIL SERVICES; OR (v) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, OR CONSEQUENTIAL LOSS OR DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.
- 6.3. General Cap.** THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LAKESAIL SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("**GENERAL CAP**"). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.
- 6.4. Super Cap.** NOTWITHSTANDING SECTION 6.3 (GENERAL CAP), THE AGGREGATE LIABILITY OF LAKESAIL TOGETHER WITH ALL OF ITS AFFILIATES FOR ANY CLAIMS OR DAMAGES ARISING OUT OF AN UNAUTHORIZED DISCLOSURE OF CUSTOMER CONTENT RESULTING FROM LAKESAIL BREACH OF SECTION 2 (CONFIDENTIALITY), THE SECURITY ADDENDUM, OR THE DPA SHALL BE LIMITED TO TWO (2) TIMES THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LAKESAIL SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE ("**SUPER CAP**").
- 6.5. Liability Cap Aggregation.** IN NO EVENT SHALL LAKESAIL BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL CAP AND THE SUPER CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP.
- 6.6. Beta Services Cap.** NOTWITHSTANDING ANYTHING IN THIS SECTION 6 (LIMITATION OF LIABILITY) TO THE CONTRARY AND TO THE EXTENT PERMITTED BY LAW, LAKESAIL'S LIABILITY RELATING TO ANY LAKESAIL SERVICES PROVIDED UNDER A FREE TRIAL PERIOD OR ANY BETA SERVICES WILL BE LIMITED TO FIVE THOUSAND US DOLLARS (USD \$5,000).

7. **Payment.** Customer will pay all Fees specified in the applicable Order. Except as otherwise specified in an Order, all Fees owed to LakeSail will be paid in U.S. Dollars, and invoiced payments will be due within 30 days of the date of invoice by LakeSail. All past due payments, except to the extent reasonably and timely disputed, will accrue interest at one and one-half percent (1.5%) per month (or the highest rate allowed under applicable laws if less). Customer will be solely responsible for payment of any applicable sales, value-added or use taxes, or similar government fees or taxes. All amounts due under any Order shall be paid in full without any set-off, counterclaim, deduction or withholding.
8. **Suspension.** LakeSail may temporarily suspend any or all Workspaces at any time: **(i)** immediately without notice if LakeSail reasonably suspects that Customer has violated its obligations under Section 1.2 (Customer Responsibilities) in a manner that may cause material harm to LakeSail or to any third party; or **(ii)** after LakeSail provides notice to Customer of failure to pay delinquent, undisputed Fees. Where LakeSail suspends Customer's Workspaces pursuant to **(i)** above, LakeSail shall provide prompt notice of such suspension to Customer as soon as reasonably practicable, including details of the alleged violation (unless prohibited by applicable law, confidentiality obligations, or security requirements). LakeSail will use commercially reasonable efforts to limit any suspension of Workspaces under this Section only to the Workspaces that are subject to the violation and to return access as soon as reasonably practicable after LakeSail determines that the violation or situation giving rise to the suspension has been cured.
9. **Term and Termination.**
  - 9.1. **Term.** This MCSA will continue in full force and effect until terminated by either party pursuant to this Section.
  - 9.2. **Termination.** Either party may terminate this MCSA on thirty (30) days' prior written notice if there are no operative, outstanding orders for the provision of the LakeSail Services. Either party may terminate this MCSA or an Order if the other party is in material breach of this MCSA (including nonpayment of undisputed Fees) or such Order, as applicable, and fails to cure that breach within thirty (30) days after receipt of written notice. Either party can immediately terminate this MCSA if the other party has made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding, and the proceedings are not dismissed within thirty (30) days.
    - A. **PayGo Customer Termination.** Notwithstanding anything in this MCSA to the contrary, LakeSail and PayGo Customer may terminate this MCSA upon thirty (30) days' prior written notice to the other party, provided there are no operative Order Forms.
  - 9.3. **Effect of Termination.** The Agreement, including all Orders, terminate upon termination of this MCSA. Any breach of an Order shall not be deemed a breach of this MCSA or any other Order. If this MCSA terminates, LakeSail may cancel Customer's access to the Platform Services, including all Workspace(s). If any Order terminates as a result of LakeSail's material breach, LakeSail will refund to Customer any unused, prepaid Fees under such Order.

**9.4. Survival.** All provisions of this MCSA that by their nature should survive termination will so survive.

**10. Miscellaneous.**

**10.1. Customer Affiliates.** Customer Affiliate may execute its own order form for LakeSail Services, subject to the terms of the Agreement, as mutually agreed to by LakeSail, and all references in this MCSA to Customer shall be deemed to refer to such Customer Affiliate for purposes of such order form.

**10.2. Governing Law and Venue.** The governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement will be **Delaware** and the state and U.S. federal courts located in **Delaware**. The parties hereby irrevocably consent to the personal jurisdiction and venue of such courts. Unless prohibited by governing law or venue, each party irrevocably agrees to waive a jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles, and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

**10.3. Export Controls; Trade Sanctions.** Each party will comply in all material respects with all applicable export controls and trade sanctions in using or providing (as applicable) the LakeSail Services. Customer will not permit access to or use of the LakeSail Services in any jurisdiction where such access or use is prohibited. Each party will not use or provide LakeSail Services in support of any controlled technology, industry, or goods or services, or any other restricted use, without having a valid governmental license, authority, or permission to engage in such conduct. Each party represents that it (and with respect to Customer, any Authorized User) is not named on, or controlled or majority-owned by, any entity or individual that is the target of the applicable sanctions or export controls.

**10.4. Entire Agreement.** The Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. Except as set out elsewhere in the Agreement, any modification or waiver of the Agreement must be expressly agreed in writing and signed by both parties. To the extent there is a conflict or inconsistency among provisions of the following documents, the order of precedence shall be as follows: **(a)** the applicable Order and **(b)** this MCSA. Customer acknowledges that in entering the Agreement, it has not relied on any statement, warranty, representation or other promise of any nature not contained in the Agreement (including, but not limited to, any such promise relating to future functionality or features).

**10.5. Independent Contractors.** The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties.

**10.6. Third-Party Beneficiaries.** Except as set forth in Section 5 (“Indemnification”) and Section 6 (“Limitation of Liability”), there are no third-party beneficiaries under the Agreement.

**10.7. Construction.** The headings in the Agreement are solely for convenience and will not be taken into consideration in interpretation of the Agreement.

- 10.8. Translations.** Any translation of the Agreement that is provided as a courtesy shall not be legally binding and the English language version will prevail.
- 10.9. Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
- 10.10. Execution.** The Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument. A party's electronic signature or transmission of any document by electronic means will be deemed to bind such party as if signed and transmitted in physical form.
- 10.11. Severability.** If any provision of the Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.
- 10.12. Publicity.** LakeSail may use Customer's name and logo for public identification as a customer and a general statement that Customer has selected LakeSail as its data platform.
- 10.13. Assignment.** Neither party may assign or transfer a party's rights and obligations under the Agreement ("**Assignment**") except with the prior written approval of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may, upon written notice to the other party, make an Assignment to a successor in interest upon a change of control; provided that if such Assignment is **(a)** to a direct competitor of the other party or **(b)** would cause the other party to become in violation of applicable laws that is not reasonably addressable, such non-assigning party may terminate the Agreement upon written notice. Any attempt to assign or transfer the Agreement except as expressly authorized under this Section will be null and void.
- 10.14. Notice.** Except as otherwise specified in the Agreement, Customer may provide notice under the Agreement via email to LakeSail legal department at [legal@lakesail.com](mailto:legal@lakesail.com), and LakeSail may provide notice to Customer via the applicable Customer email address identified in an Order. Notice will be treated as received when the email is sent.
- 10.15. Force Majeure.** Neither party will be liable for any failure or delay in the performance of the Agreement to the extent such failure or delay is caused by acts beyond the impacted party's reasonable control, including, without limitation, acts of God, acts of government, wars, and acts of terror. This Section does not excuse a party's obligation to take reasonable steps to follow its normal disaster recovery or business continuity procedures or its payment obligations.
- 11. Definitions.**
- 11.1. "Acceptable Use Policy"** means the then-current acceptable use policy governing the LakeSail Services located at [lakesail.com/legal/acceptable-use-policy](https://lakesail.com/legal/acceptable-use-policy).
- 11.2. "Affiliate"** means an entity that controls, is actually or in effect controlled by, or is under common control with LakeSail or Customer, as applicable.

- 11.3.** “**Agreement**” means this MCSA (including the DPA, the Security Addendum, and any other addenda incorporated into this MCSA or exhibits hereto), and any Order(s).
- 11.4.** “**Authorized User**” means employees, personnel, or agents of Customer or its Affiliates provisioned by Customer to access and use the LakeSail Services.
- 11.5.** “**Beta Service**” means any feature of the LakeSail Services that is designated as “beta,” “experimental,” “preview,” or similar, and that LakeSail at its sole discretion offers to Customer, and Customer at its sole discretion elects to use. For clarity, Beta Services are not deemed generally available under the Agreement.
- 11.6.** “**Cloud Service Provider**” means a third-party provider of cloud infrastructure upon which LakeSail provides the Platform Services.
- 11.7.** “**Confidential Information**” means any non-public business or technical information disclosed by or on behalf of either party or their Affiliates to the other in connection with the Agreement that is designated as confidential at the time of disclosure or that, under the circumstances, a reasonable person would understand to be confidential or proprietary, which includes but is not limited to the LakeSail Services, Customer Content, and the terms of the Agreement. Confidential Information will not include information that the receiving party can demonstrate is independently developed by the receiving party, rightfully given to the receiving party by a third party without confidentiality obligations, or becomes public through no fault of the receiving party.
- 11.8.** “**Course Materials**” means the training materials and other information and content provided by or on behalf of LakeSail in conducting the Training Services.
- 11.9.** “**Customer Content**” means all (i) data submitted to the Platform Services by Authorized Users; and (ii) output Authorized Users generate from their use of the Platform Services.
- 11.10.** “**Customer Materials**” means the information and/or materials Customer or its Affiliates provides to LakeSail in the performance of the Advisory Services.
- 11.11.** “**LakeSail Materials**” means any software programs, tools, know-how, expertise, processes, inventions, devices, methodologies, specifications, documentation, training materials (including Course Materials), and any other materials of any kind used, created, developed or delivered by LakeSail or its personnel in connection with the LakeSail Services.
- 11.12.** “**LakeSail Services**” means (a) the LakeSail data processing platform services (the “**Platform Services**”), (b) support services (“**Support Services**”), (c) training services (“**Training Services**”), and (d) advisory and professional services (“**Advisory Services**”) and any other services, in each case, provided by or on behalf of LakeSail. For clarity, any Non-LakeSail Offerings or LakeSail Powered Services are not directly provided by LakeSail and are not LakeSail Services (and, for the avoidance of doubt, are not Platform Services) under the Agreement.

- 11.13.** “**LakeSail Powered Services**” means the then-current list of any third-party software or service powered by LakeSail and provided to Customer under contractual terms between Customer and such third party.
- 11.14.** “**Deliverable**” means any work product, reports, databases, programs, applications, or other documentation created or developed by or on behalf of LakeSail for Customer in the performance of Advisory Services, but excluding the Platform Services.
- 11.15.** “**Documentation**” means the then-current documentation related to the Platform Services located at [docs.lakesail.com/platform](https://docs.lakesail.com/platform).
- 11.16.** “**DPA**” means the then-current Data Processing Addendum located at [lakesail.com/legal/dpa](https://lakesail.com/legal/dpa). Any updates to the DPA shall not materially diminish the privacy or security of Customer Personal Data.
- 11.17.** “**End Customer Terms**” mean the terms available at [lakesail.com/legal/end-customer-terms](https://lakesail.com/legal/end-customer-terms). For clarification, the End Customer Terms solely govern access and use of the LakeSail Services by end customers that procure the LakeSail Services from a reseller and, for such end customers, the End Customer Terms form part of the Agreement.
- 11.18.** “**Fees**” means all amounts payable for LakeSail Services.
- 11.19.** “**Feedback**” means any suggestions, enhancement requests, or other feedback regarding the LakeSail Services Customer chooses to provide LakeSail.
- 11.20.** “**Intellectual Property Rights**” means all worldwide intellectual property rights available under applicable laws including without limitation rights with respect to patents, copyrights, moral rights, trademarks, trade secrets, know-how, and databases.
- 11.21.** “**Non-LakeSail Offerings**” means any offerings that are not provided by LakeSail and that interoperate with the Platform Services.
- 11.22.** “**Order**” means an order form (“**Order Form**”), online order, or similar ordering document for the provision of LakeSail Services, entered into by the parties, that incorporates by reference, or is governed by, the terms of this MCSA.
- 11.23.** “**Security Addendum**” means the then-current Platform Services Security Addendum located at [lakesail.com/legal/security-addendum](https://lakesail.com/legal/security-addendum). Any updates to the Security Addendum shall not materially diminish the level of protection afforded to Customer Content therein.
- 11.24.** “**Usage Data**” means data and telemetry collected by LakeSail relating to Customer's use of the Platform Services. Usage Data may contain queries entered by an Authorized User but not the results of those queries.
- 11.25.** “**Workspace**” means a Platform Services environment.

**Last updated:** May 1, 2026. For earlier versions, please send a request to [lakesail-tos@lakesail.com](mailto:lakesail-tos@lakesail.com) (with “TOS Request” in the subject).