

TigerData Terms of Service

Last updated: **June 17, 2025**

Timescale, Inc., d/b/a TigerData (“**TigerData**”, “**we**”, “**us**”, or “**our**”), offers an integrated suite of cloud database and data services (“**Cloud Services**”) to persons or entities (“**you**”, “**your**” or “**Customer**”) according to the terms and conditions in these TigerData Terms of Service. Please read these TigerData Terms of Service (together with your associated Order(s) (as defined below), the “**Cloud Terms**”) carefully because they govern your use of our Services."

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1. Your Agreement with TigerData

1.1 Generally. You may access or use the Cloud Services subject to the terms and conditions of these Cloud Terms.

1.2 Access. By accessing or using the Cloud Services, or by creating an account (the “**Account**”) to use the Cloud Services, you agree to the terms and conditions of these Cloud Terms. If you represent an organization or entity, you represent and warrant that you are authorized to agree to these Cloud Terms on behalf of your organization, and you agree that you are legally binding that organization to these Cloud Terms. If you do not agree to these Cloud Terms, do not use the Cloud Services.

1.3 Additional Features or Services. The Cloud Services may include features or services that have separate rules specific to such features or services. You will comply with all laws,

rules, and regulations applicable to the use of the Cloud Services and any additional feature or service you use. You understand and agree that we may change, suspend, or discontinue any part or all of the Cloud Services at any time. We will notify you of any material change with an adverse impact to the Cloud Services or discontinuation of the Cloud Services by email or via our Site.

1.4 Effective Date. The Effective Date of these Cloud Terms is the earliest to occur of the effective date of your initial Order, the date you agree to these Cloud Terms by clicking “I Agree”, or the date you first access or use the Cloud Services.

1.5 Definitions. Certain terms not defined elsewhere in these Cloud Terms are set forth below in Section 16 (Definitions).

2. Your Account and Customer Data

2.1 Registration. To use the Cloud Services, you must create an Account with us. You must provide complete and accurate information during the registration process and must update your information to ensure it remains accurate. You are responsible for all activities in your Account, regardless of whether undertaken by you, your employees, or a third party (including contractors or agents), and we and our Affiliates are not responsible for unauthorized access to your Account.

2.2 Rights to Your Customer Data. You represent and warrant to us that (a) you have all rights in the Customer Data necessary to grant the rights contemplated by these Cloud Terms; and (b) none of the Customer Data violates these Cloud Terms, any applicable law, or any third party’s intellectual property or other right. You will ensure that the Customer Data, and your use of it, complies with these Cloud Terms, including Section 5 (Acceptable Use Policy), and any applicable law. You are responsible for properly configuring and using the Cloud Services and taking your own steps to maintain appropriate security, protection, backups, and continuity of the Customer Data.

2.3 License to Customer Data. Except for the limited rights granted under these Cloud Terms, as between Customer and TigerData, you retain all rights, title, and interest, including all Intellectual Property Rights, in your Customer Data. You consent to our use of your Customer Data to provide the Services to you and your Authorized Users.

2.4 User and Performance Data. TigerData may store, process, and use data about Customer’s use of the Cloud Services, including but not limited to for the purposes of creating usage, statistics, and analytics data. TigerData may use such data for its own business purposes, including to maintain and improve the Cloud Service and other services and products, to monitor and analyze its activities in connection with the

performance of such services, and to create anonymized statistics for its marketing and other business purposes.

2.5 Data Privacy. Please review our Privacy Policy

at <https://www.tigerdata.com/legal/privacy>, which also governs your use of the Services, for information on how we collect, use, and share your personal data. The terms of the data processing addendum at <https://www.tigerdata.com/legal/data-processing-addendum> (“DPA”) posted as of the Effective Date are hereby incorporated by reference. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage. The Privacy Policy does not apply to your Customer Data.

3. Cloud Services

3.1 License to the Cloud Services. Subject to payment of all applicable fees to us, we grant you a limited, world-wide, non-exclusive, non-transferable right and license (without right to sublicense) to access and use the Cloud Services in accordance with the terms of these Cloud Terms.

3.2 Changes to the Cloud Services. TigerData will provide the Cloud Services to the Customer substantially as set out in these Cloud Terms. The scope of the Cloud Services is not fixed, but may vary depending on which Cloud Services the Customer chooses to order from time to time, selected from the Cloud Services made available by TigerData. TigerData will have the right to make changes to the Cloud Services at any time.

3.3 Orders. The Customer may, from time to time, make Orders from TigerData, including automatically by using APIs of the Cloud Services or through the Site. The Customer shall be responsible for any Orders made under the Customer’s Account, whether by the Customer itself, by its Authorized Users, by the Customer’s data systems automatically, or by unauthorized access to or use of your Account, and Customer shall be responsible for the payment of all fees based on Orders made under the Customer’s Account.

3.4 Service Levels. TigerData will use commercially reasonable efforts to provide individual Cloud Services to you in accordance with the TigerData Service Level Agreement (“SLA”), currently available at <https://www.tigerdata.com/legal/service-level-agreement>, and which may be modified from time to time. Except as set forth in the SLA, however, Cloud Services are not subject to any particular service levels or service availability, and they are provided to the Customer strictly on an “as is” and “as available” basis. TigerData makes no representation nor warrants the availability of the Cloud Services at any particular time. You acknowledge and agree that the Service Levels as set forth in the SLA are performance targets only and any failure of TigerData to meet any service level will not result in any breach of these Cloud Terms. The SLA sets forth all of TigerData’s commitments, and all

remedies available to you, with respect to the availability of Cloud Services. Any compensation set out in connection with such service availability according to the SLA shall be the Customer's sole remedy and TigerData's sole liability as regards any non-compliance with such service availability, and such non-compliance shall not constitute a breach of these Cloud Terms.

3.5 Subcontractors. TigerData may use subcontractors in the performance of its obligations and exercise of its rights under these Cloud Terms.

3.6 Beta Offering. TigerData may make available to Customer certain features, technologies, products, software, and services that are not yet generally available, which may be labeled or otherwise described as in "preview", "pre-release", "early access", "experimental", "testing", "pre-production", "alpha", or "beta" (each, a "**Beta Offering**"), for the purpose of evaluating performance, identifying defects, and obtaining feedback. We have no obligation to release a final version of any Beta Offering, nor offer upgrades or migrations between versions of the Beta Offering or between a Beta Offering and a generally available version. Notwithstanding anything to the contrary in the Agreement, after suspension or termination of Customer's access to or use of any Beta Offering for any reason, Customer may not have any further right to access or use the applicable Beta Offering, and any Customer Data stored in or processed by the Beta Offering may be deleted or inaccessible.

3.7 Free Trial. TigerData may, at our sole discretion, offer a free trial of the Cloud Services for a limited period of time ("**Free Trial**") subject to these Terms. The duration of a Free Trial will be specified at the time of sign-up. Unless otherwise stated, a Free Trial is available to new users of the Cloud Services, only, and may not be combined with any other offer. During a Free Trial, access to certain features or services may be limited or require that Customer provide TigerData with a credit card. We reserve the right to modify, cancel, or restrict a Free Trial at any time without notice. A Free Trial may be paused or suspended after seven (7) days of inactivity (meaning non-use by the Customer), but a Free Trial will not be terminated until the end of the Free Trial period. Following the termination of a Free Trial, all data uploaded by Customer to the Cloud Services may be deleted. We shall not be held liable for any loss or damage arising from your use of the Cloud Services during a Free Trial.

3.8 Support Services. Upon Customer's request, TigerData may provide Support Services for the Cloud Service. TigerData may provide Customer with "basic", "free" or our Developer Support Services, or Customer may purchase another level of Support Services pursuant to an Order. All Support Services provided by TigerData will be governed by our Support Agreement, currently available at <https://www.tigerdata.com/legal/support->

[agreement](#), and which may be modified from time to time. By using the Support Services, you accept and agree to be bound by the terms of the Support Agreement.

4. Your Obligations

4.1 Customer Obligations. The Customer will be solely responsible for its and its Authorized Users' compliance with these Cloud Terms, including any breach of these Cloud Terms by Customer or its Authorized Users. The Customer and its Authorized Users must use the Cloud Services in accordance with Section 5 (Acceptable Use Policy), and will be solely responsible for ensuring its adherence to this policy.

4.2 Authorized Users. The Customer may authorize its Authorized Users to use the Cloud Services under the Customer's Account, including for the purposes of accessing the Customer's Customer Data. The Customer must ensure that any users it authorizes to use the Cloud Services under the Customer's Account comply with these Cloud Terms at all times, including in accordance with Section 5 (Acceptable Use Policy). The Customer will be responsible for any use of the Cloud Services under the Customer's Account and any use by its Authorized Users, including any breach of these Cloud Terms.

4.3 Customer Systems. The Customer will be responsible for its own devices, systems, applications, connections, and software used to access the Cloud Services. The Customer will be responsible for the protection of its data communications and data systems, and for the costs for communications and other comparable costs related to use of the Cloud Services.

4.4 Your Account. The Customer must use commercially reasonable efforts to prevent unauthorized access to or use of its Account, including ensuring that its Authorized Users maintain their access credentials (e.g., usernames, passwords, multi-factor authentication information, etc.) in a responsible manner. The Customer and its Authorized Users must not disclose their access credentials to any unauthorized persons. The Customer must contact us immediately if it believes any unauthorized activity has occurred in its Account or any of its Account information has been lost, compromised, or revealed to a third party. The Customer and its Authorized Users must change their access credentials upon request by TigerData.

5. Acceptable Use Policy

5.1 Restrictions. You must not (a) modify, alter, tamper with, repair, or create derivative works of any software included in the Cloud Services; (b) reverse engineer, disassemble, or decompile the Cloud Services or apply any other process or procedure to derive the source code of any software included in the Cloud Services; (c) use the Cloud Services in connection with any fork or derivative work of TigerData Software, unless otherwise

explicitly authorized by TigerData in writing; or (d) resell, sublicense, rent, or lease the Cloud Services to any third party, unless otherwise explicitly authorized by TigerData in writing.

5.2 Unauthorized Access and Activities. You must not (a) disable, interfere with, or circumvent any aspect of the Cloud Services; (b) attempt to disable or circumvent any security mechanisms used by the Cloud Services; (c) perform any security penetration tests or security assessment activities, unless otherwise explicitly authorized by TigerData's Head of Operations or Information Security in writing; (d) access or use the Cloud Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (e) use the Cloud Services, or any interfaces provided with the Cloud Services, to access any other product or service of TigerData or its subcontractors in a manner that violates their applicable Terms of Service; (f) use the Cloud Services in a way that poses a risk to the Cloud Services or any third party; or (g) interfere with the use of the Cloud Services, or the equipment used to provide the Cloud Services, by others.

5.3 Prohibited Use of the Cloud Services. You must not use the Cloud Services (a) to violate, or encourage the violation of, the legal rights (including without limitation Intellectual Property Rights) of others; (b) to engage in, promote, or encourage any illegal activity; (c) for any unlawful, invasive, infringing, defamatory, offensive, harmful, or fraudulent purpose; (d) to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (e) to violate security or integrity of any network, computer, communications system, software application, or service (such violations to include without limitation unauthorized access, interception of data or traffic, or falsification of origin); (f) to make connections to any users, hosts, or networks unless the Customer has permission to communicate with them (such network abuses to include without limitation monitoring or crawling, denial of service attacks, intentional interference, operating open proxies, open mail relays or open recursive domain name servers, or to avoiding system restrictions); (g) to generate, distribute, publish, or facilitate unsolicited or unlawful email or other messages, or promotions or other solicitations of any kind; or (h) for hazardous or mission-critical circumstances or for uses requiring fail-safe performance, or where failure could lead to death, personal injury, or environmental damage, and you further acknowledge that the Cloud Services are not designed or intended for such use and TigerData bears no responsibility for any harmful impact resulting from such use.

5.4 Unauthorized Customer Data. You must not submit, store, or process Customer Data in the Cloud Services that (a) is illegal, harmful, fraudulent, infringing, offensive, or in violation of privacy rights; (b) violates these Cloud Terms, any application law, or any third-

party's Intellectual Property Rights or other rights; (c) constitutes protected health information; or (d) entails cardholder or sensitive authentication data unless such data is message-level encrypted by you.

5.5 Compliance with Laws. You must only use the Cloud Services in accordance with applicable laws and government regulations.

5.6 Review of Use. TigerData and its subcontractors may review the Customer's use of the Cloud Services, including the Customer Data, to ensure compliance with the acceptable use policy, to discontinue any use by the Customer of the Cloud Services, and to remove any non-compliant data of the Customer. TigerData and its subcontractors may report suspected infringing activities to officials, regulators, or other appropriate third parties, including the disclosure of appropriate information regarding the Customer.

5.7 Cessation of Non-Compliant Use. If the Customer becomes aware that its use of the Cloud Services does not comply with these Cloud Terms, the Customer must immediately cease its non-compliant use of the Cloud Services. The Customer must immediately comply with any requests of TigerData relating to the ceasing of any non-compliant use of the Cloud Services.

6. Orders, Fees, and Payment

6.1 Orders Generally. All Orders are subject to the terms of these Cloud Terms and are not binding until accepted by TigerData. Orders created by Customer through the Cloud Services are deemed accepted when TigerData provides access to the service environment selected by Customer. TigerData may place controls and restrict the Customer's Orders of the Cloud Services at its sole discretion. All Orders are non-refundable except as expressly provided in these Cloud Terms.

6.2 Fees and Payment. The Customer must pay TigerData all fees incurred for its usage of the Cloud Services and any additional fees specified in Orders. Where the Cloud Services are offered on a free trial basis, payment will be required after the free trial period ends. Unless agreed otherwise in a written Order between the Parties, Customer's use of the Cloud Services is subject to the fee schedule specified by the Site. The fees will be calculated and billed monthly in arrears. If you choose monthly billing by credit card, you authorize a recurring monthly charge to your credit card based on our current fee schedule for the Cloud Services specified by the Site and any additional fees specified in Orders, and you must pay us the applicable fees and charges using your credit card. If paid by credit card, all amounts payable to TigerData under these Cloud Terms are due and must be paid within one (1) day from the end of a billing cycle by Customer. If we send a separate invoice for payment rather than use credit card processing, all amounts payable to TigerData under

these Cloud Terms are due and must be paid within fourteen (14) days from the date of invoice by Customer. All amounts paid are non-refundable.

6.3 Taxes. All rates and fees are set out without value added tax (VAT) or any other applicable sales tax, which may be added to the fees of your monthly bill or invoice in accordance with the then-applicable tax laws and regulations, and you must inform us of your correct location to assist with determining the appropriate tax. Customer is otherwise responsible for and will pay all applicable 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 these Cloud Terms, excluding only taxes based on TigerData's net income. If Customer is compelled to make a deduction or set-off for any such taxes, Customer must pay TigerData such additional amounts as necessary to ensure receipt by TigerData of the full amount TigerData would have received but for the deduction.

6.4 Credit Card Processing. For Orders that require payment by credit card, TigerData 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 (including any personal data contained therein) to such third-party processors. 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 Cloud Services at the end of each billing cycle. Currently, this third-party credit card processing service is Stripe, Inc. (<https://stripe.com/>); the Customer is familiar and agrees to be bound by any third-party terms applicable to the Stripe service.

6.5 Late Payments. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full.

6.6 Changes to Fee Schedules. We may change the fee schedule for a Cloud Service, including by increasing fees or charges, by updating the Site. In the event that we change the fee schedule for the Cloud Services, the fees payable by you will increase or decrease in accordance with any such modification upon the date specified by the Site. You are deemed to accept the new fee schedule, and be responsible for any fees incurred under the new fee schedule, by continuing to use the Cloud Services after the specified date.

7. Suspension and Discontinuation of Service

7.1 TigerData may suspend, limit, or terminate the Customer's access to or use of the Cloud Services, or may suspend, limit, terminate, or delete the Customer Data, including any backups thereof, immediately (a) due to a data security risk to the Cloud Services; (b) we reasonably determine that your use of the Cloud Services poses a risk to the Cloud

Services or to other users of the Cloud Services; (c) we change the way we provide or discontinue any Cloud Services; (d) if law or administrative order requires us to do so; (e) if we become aware of or reasonably suspect any activities of Customer or its Authorized Users that infringe on the policies set out in Section 5 (Acceptable Use Policy); (f) if we become aware of or reasonably suspect the Cloud Services are used contrary to or for a purpose prohibited by these Cloud Terms, applicable laws, or administrative orders.

7.2 TigerData may suspend, limit, or terminate the Customer's access to or use of the Cloud Services or Support Services, or may suspend, limit, terminate, or delete any Customer Data and services, including any backups thereof, immediately if (a) if the Customer does not pay in full the fees due under these Cloud Terms by their due date; (b) TigerData has reasonable belief that the Customer will not pay in full the fees due under these Cloud Terms by their due date; (c) the Customer does not have a valid payment method associated with its Account and is not within the term of a free trial; or (d) the Customer is within the term of a free trial or otherwise has not accrued any fees due under these Cloud Terms. This suspension or limited access may continue until the Customer has paid all fees in full and/or has associated a valid payment method with its Account. TigerData may notify you with warnings before and may notify you after it takes any such action.

7.3 TigerData may suspend, limit, or terminate the Customer's access to or use of any Beta Offering, or may suspend, limit, terminate, or delete Customer Data and services associated with any Beta Offering, including any backups thereof, immediately at any time and for any reason.

7.4 The Customer understands that the Cloud Services are hosted by a third-party hosting provider used by TigerData to implement the Cloud Services. Such hosting providers may discontinue or modify their hosting at any time. TigerData is not liable in any way for any discontinuation or modifications of such services provided by hosting providers or other subcontractors.

7.5 If TigerData suspends, limits, or terminates the Customer's access to or use of any portion or all of the Cloud Services, the Customer remains responsible for all fees incurred during the suspension and will not be entitled to any credit or refund.

8. Processing Personal Data

8.1 The terms of the TigerData Data Processing Addendum (available [here](#)) (the "DPA") are hereby incorporated by reference and will apply to the extent any Customer Data includes Customer Personal Data (as defined in the DPA). The DPA sets out how we will process Customer Personal Data on your behalf in connection with the Cloud Services provided to

you under these Cloud Terms. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Personal Data as described in the DPA, including our security measures in Annex 2 of our DPA Standard Contractual Clauses.

9. Intellectual Property Rights and Ownership

9.1 TigerData Rights. TigerData or its licensors retain all rights, title, and interest, including all Intellectual Property Rights, in and to the Cloud Services; the TigerData Software, including all related and underlying technology and documentation; and any derivative works, changes, corrections, bug fixes, enhancements, updates, modifications, or improvements of any of the foregoing (“**Modifications**”), and including any Feedback (collectively, the “**TigerData Materials**”). Except for the express limited rights set forth under these Cloud Terms, no right, title, or interest in any TigerData Materials is granted to Customer. Customer acknowledges that the licenses granted in these Cloud Terms do not include the right to prepare any Modifications of the TigerData Materials. TigerData reserves all rights not expressly granted in these Cloud Terms. No rights are granted by implication.

9.2 Feedback. You are not obligated to provide us with any suggestions, enhancement requests, recommendations, or other feedback about the Cloud Services, TigerData’s products and services, or otherwise (“**Feedback**”), but if you do, TigerData may freely use, incorporate, and modify such Feedback in TigerData Software, products, services and marketing materials (including our website, social media accounts, and other communications) without any restriction or payment.

10. Confidentiality

10.1 Confidential Information. Each party shall retain in confidence all Confidential Information disclosed or made available by the other party. For purposes of these Cloud Terms, “**Confidential Information**” means any technical or business information disclosed by one party to the other party that: (a) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (b) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Notwithstanding any failure to so designate it, the TigerData Materials are TigerData’s Confidential Information and Customer Data is Customer’s Confidential Information.

10.2 Confidentiality Obligations. Each party shall (a) maintain the confidentiality of the other party’s Confidential Information using at least a reasonable degree of care; (b) refrain

from using the other party's Confidential Information except for the purpose of performing its obligations under these Cloud Terms; and (c) not disclose Confidential Information to any third party except to employees, subcontractors, and agent as is reasonably required in connection with these Cloud Terms and who are subject to confidentiality obligations at least as protective as those set forth in this Section 10.

10.3 Confidentiality Limitations. The confidentiality obligations will not apply to any Confidential Information of the other party which (a) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (b) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (c) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by the receiving party without access to any Confidential Information of the disclosing party. The receiving party may disclose Confidential Information to the extent required by any law or regulation or by order of a court or governmental body of competent jurisdiction, provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice of such required disclosure in order to enable the disclosing party to prevent or limit such disclosure ("**Permitted Disclosures**"). TigerData will have no obligation under this Section 10 for any Customer Data or other data that Customer transmits to the Cloud Service in breach of Section 5 (Acceptable Use Policy).

10.4 Other Confidentiality Terms. Each party shall immediately notify the other party of any unauthorized disclosure or use of any Confidential Information and assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested by such other party. The provisions of this Section 10 shall supersede any non-disclosure agreement by and between the Parties (whether entered into before, on, or after the Effective Date) that would purport to address the confidentiality and security of Customer Data and such agreement shall have no further force or effect with respect to Customer Data.

10.5 Injunctive Relief. Any breach or threatened breach of this Section 10 may cause irreparable harm to the disclosing party for which there is no adequate remedy at law. Therefore, the disclosing party will be entitled to seek injunctive relief without the necessity of proving actual damages or posting a bond, in addition to any other remedies available at law.

10.6 Confidentiality Period. The rights and obligations related to the Confidential Information shall survive the termination of these Cloud Terms for a period of three (3) years from such termination. Notwithstanding the foregoing, the receiving party's

obligations with respect to Confidential Information will survive termination of this Agreement so long as the disclosing party is entitled to claim trade secret protections in the Confidential Information.

11. Warranties and Disclaimers

TIGERDATA DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE CLOUD SERVICES, TIGERDATA SOFTWARE, SUPPORT SERVICES, OR ANY MATERIALS PROVIDED HEREUNDER. TIGERDATA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATION, WARRANTY, OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE. THE CLOUD SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND TIGERDATA DOES NOT WARRANT THAT THE CLOUD SERVICES OR TIGERDATA SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

12. Indemnification

12.1 Customer Indemnification. Customer will defend TigerData and our Affiliates and licensors from and against any third-party claim, demand, or lawsuit (collectively, "Claims") arising out of or relating to (a) your use of the Cloud Services (including any activities under your Account and use by your employees and personnel) in breach of Section 5 (Acceptable Use Policy); (b) any breach of these Cloud Terms or violation of applicable laws, rules, or regulations by you, including in connection with the Cloud Services; or (c) any Customer Data or the combination of any Customer Data with other applications, content, services, or processes, including any Claim involving alleged infringement or misappropriation of Intellectual Property Rights or other third-party rights. Customer will pay any damages, costs, losses, and expenses (including reasonable legal fees and other costs of defense) incurred by TigerData in connection with any Claim, including but not limited to amounts paid by TigerData to settle such Claim. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process, you will also reimburse us for reasonable legal fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates.

12.2 TigerData Indemnification. TigerData will defend Customer from and against any Claim arising out of the alleged infringement of a third party's Intellectual Property Rights

by (a) TigerData's technology used to deliver the Cloud Services, and (b) any TigerData Software expressly licensed under an Order (together, the "**TigerData Technology**"), and TigerData will pay such damages or costs as are finally awarded against Customer or agreed to in settlement attributable to any such action. Notwithstanding the foregoing, TigerData assumes no liability hereunder for any claim of infringement to the extent based on: (a) Customer Data; (b) use of software other than a current, unaltered release of the TigerData Software, as provided by TigerData to Customer; (c) the combination, operation, or use of the TigerData Technology with equipment, devices, software, services, or data (including without limitation the Customer Data) not supplied by TigerData, if a claim would not have occurred but for such combination, operation, or use; (d) any alteration or modification of the TigerData Software or Cloud Services by a party other than TigerData; (e) open source software; or (f) use of the TigerData Technology other than in accordance with the Documentation and these Cloud Terms. In addition to TigerData's indemnity obligations, if the TigerData Technology becomes, or in TigerData's opinion is likely to become, the subject of an infringement claim, TigerData may at its sole option and expense and as Customer's sole and exclusive remedy, either: (a) procure for Customer the right to use the allegedly infringing element of the TigerData Technology, at no charge to Customer; (b) replace or modify, in whole or in part, the TigerData Technology to make it non-infringing; or (c) terminate the applicable Order, and refund a pro rata portion of any fees pre-paid by Customer for the terminated Cloud Service. THIS SECTION SETS FORTH TIGERDATA'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

12.3 Indemnification Procedures. Each party will provide the other with prompt notice of any claim. The failure of a party seeking indemnification (an "**Indemnitee**") to provide prompt notice to the indemnifying party (an "**Indemnitor**") relieves the Indemnitor of its obligation to defend and indemnify the Indemnitee only to the extent that the failure to provide notice materially harms the Indemnitor's ability to defend the claim. The Indemnitor will have sole control of the defense (including selection of counsel) and settlement of the claim, provided any settlement releases Indemnitee from all liability. The Indemnitee will provide the Indemnitor, at Indemnitor's expense, with all assistance, information, and authority reasonably required for the defense and settlement of the claim. The Indemnitee will preserve and will not waive legal, professional, or any other privilege attaching to any of the records, documents, or other information in relation to such claim without prior notification of consent by the Indemnitor. The Indemnitee has the right to retain counsel, at the Indemnitee's expense, to participate in the defense or settlement of any claim. The Indemnitor will not be liable for any settlement or compromise that an Indemnitee enters into without the Indemnitor's prior written consent.

13. Limitation of Liability

13.1 TIGERDATA AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR (TO THE EXTENT THE FOLLOWING ARE NOT CATEGORIZED AS THE FOREGOING EXCLUDED DAMAGES) FOR LOSS OF BUSINESS, CONTRACTS, REVENUE, PROFITS, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, USE, OR DATA, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, NEGLIGENCE OR OTHER TORT, OR INTELLECTUAL PROPERTY INFRINGEMENT) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 TIGERDATA AND OUR AFFILIATES AND LICENSORS WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DIRECT DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE CLOUD SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THESE CLOUD TERMS OR YOUR USE OF OR ACCESS TO THE CLOUD SERVICES; (D) ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF, ALTERATION OF, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CUSTOMER DATA OR OTHER DATA; OR (E) ANY ACT OR OMISSION OF A HOSTING PROVIDER.

13.3 TIGERDATA AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THESE CLOUD TERMS WILL BE LIMITED TO (A) THE AMOUNT YOU ACTUALLY PAY US UNDER THESE CLOUD TERMS FOR THE CLOUD SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM, OR (B) USD FIFTY THOUSAND DOLLARS (\$50,000), WHICHEVER IS LESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. Term and Termination

14.1 Term. These Cloud Terms commence on the Effective Date and will remain in effect until the termination or expiration of all Orders governed by these Cloud Terms, unless earlier terminated as provided below.

14.2 Termination. These Cloud Terms begin on the Effective Date and will remain in effect until terminated in accordance with this Section 14. Unless you have entered into an Order stating otherwise, including a specific subscription period for the Order, Customer may terminate an Order or the Cloud Services at any time by following the process in the Site or via APIs to "delete" Customer's purchased Cloud Services. The termination of an Order or

the Cloud Services will not automatically result in the termination of your Account and of these Cloud Terms. Unless you have entered into an Order stating otherwise, you may terminate your Account and these Cloud Terms by sending us a written notice of termination. TigerData may also terminate these Cloud Terms for convenience by providing you thirty (30) days advance notice. Either party may terminate these Cloud Terms or an Order upon written notice in the event the other party materially breaches these Cloud Terms and such breach is not cured within thirty days after written notice of such breach. Either party may also terminate these Cloud Terms immediately if the other party (a) terminates or suspends its business, or ceases to operate in the ordinary course; (b) makes an assignment for the benefit of creditors or similar disposition of its assets; (c) becomes subject to any bankruptcy, reorganization, dissolution, insolvency, or similar proceeding; (d) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; or (e) has wound up or liquidated, voluntarily or otherwise.

14.3 Effect of Termination. Upon termination or expiration of these Cloud Terms, (a) all your rights and all our obligations under these Cloud Terms immediately terminate; and (b) you remain responsible for all fees and charges you have incurred up to and including the date of termination, which will become immediately due and will remain subject to the terms of Section 6. Upon termination of these Cloud Terms or expiration of an Order, Customer will immediately cease use of the Cloud Services and TigerData Software, and if applicable, the Support Services. Customer is solely responsible for exporting Customer Data from the Cloud Service prior to expiration or termination of these Cloud Terms. We have no obligation to continue to store your Customer Data from a Cloud Service, including in data backups, after you have terminated the Cloud Service or after termination of these Cloud Terms. Customer acknowledges that following termination it will have no further access to any Customer Data. Notwithstanding the above, upon termination or expiration of these Cloud Terms, the provisions of Sections 9, 10 (for the duration set forth in Section 10.6), 11, 13, 14.3, 15, and 16 will survive and continue in full force and effect.

15. General

15.1 Relationship. We and you are independent contractors, and neither party, nor any of their respective Affiliates, is an agent of the other for any purpose or has any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect. Unless otherwise specifically stated, the terms of these Cloud Terms are intended to be and are solely for the benefit of TigerData and Customer and do not create any right in favor of any third party.

15.2 Assignment. Neither party may assign these Cloud Terms or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, and any such assignment in violation of this Section shall be void, except that (a) either party may assign these Cloud Terms or rights granted hereunder to an Affiliate without the consent of the other party and (b) the transfer of these Cloud Terms or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section.

15.3 Governing Law. These Cloud Terms will be governed by the laws of the State of New York, without reference to the principles of conflicts of law. The Parties acknowledge and agree that these Cloud Terms relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods will not apply to these Cloud Terms.

15.4 Consent to Jurisdiction. You must attempt to resolve any dispute related to these Cloud Terms informally, initially through our respective management, and then by non-binding mediation in New York County, New York. Any litigation related to these Cloud Terms shall be brought in the state or federal courts located in New York County, New York, and only in those courts and you irrevocably waive any objections to such venue. TigerData retains the right to claim unpaid fees in a public court.

15.5 Notice. All communications and notices to be made or given pursuant to these Cloud Terms must be in English. We may provide any notice to you under these Cloud Terms by posting a notice on the Site or by sending a message to an email address associated with your Account. You will be deemed to have received any email sent to an email address then associated with your Account when we send the email, whether or not you actually receive the email. To give us notice under these Cloud Terms, you must (1) email us at legal@tigerdata.com, or (2) send us your notice by certified mail, return receipt requested, to TigerData, Inc., 335 Madison Ave, Floor 5, New York, NY 10017, Attention: Legal Department.

15.6 Trade Compliance. Customer will comply fully with all applicable export control and sanctions laws and regulations of any country (including the U.S.) having competent jurisdiction to ensure that no services, payments, or other deliverables provided under these Cloud Terms are: (i) provided to, purchased by, routed through, or used for the direct benefit of any party subject to the restriction of a sanctions or export denial list; (ii) used in any country or region subject to comprehensive sanctions ; (iii) used for any purpose

prohibited under applicable export control and sanctions laws and regulations, including, but not limited to, nuclear, chemical, or biological weapons proliferation; or (iv) for any other use requiring a license or other governmental approval where such authorization has not been obtained. Customer will not provide to TigerData any materials, information, software, technology, or technical data that is export controlled at a level higher than EAR99 under the U.S. Export Administration Regulations or on any other dual-use or munitions export control list. If TigerData determines that Customer has breached its obligations under this section, becomes subject to sanctions or an export denial, uses a sanctioned bank for processing of payments under this agreement, or there is a change in applicable sanctions or export control laws that make performance of these Cloud Terms impermissible or practically infeasible, TigerData shall have the right to suspend or terminate the Cloud Terms and the Cloud Services, if continued performance could result in TigerData being in violation, or subject to negative consequences, under the applicable export control and sanctions laws and regulations.

15.7 U.S. Government Rights. The Cloud Services, Support Services, and TigerData Software, including all related TigerData technology and content, are “commercial computer software”, “commercial computer software documentation”, and/or “commercial items” as those terms are described in DFAR 252.227-7014(a)(1) and in the FAR at 48 C.F.R. 2.101, and they are provided for ultimate U.S. federal government end use solely with government technical data and software rights that include only those rights customarily provided to the public as defined in these Cloud Terms. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202 (Commercial computer software and commercial computer software documentation).

15.8 (a) Third Party Software In addition to the TigerData Software, TigerData also makes available certain third-party open source software as identified in the applicable help, notices, about, or source files (“Third Party Software”). The Third Party Software shall be subject to the applicable open source license(s) and not these Cloud Terms. TigerData makes no warranties, express or implied, and will not be obligated under Section 12 (Indemnification) with respect to any Third Party Software. To the extent the terms of open source licenses applicable to Third Party Software prohibit any of the restrictions in these Cloud Terms, such restrictions will not apply to such Third Party Software. To the extent the terms of open source licenses applicable to Third Party Software require TigerData to make an offer to provide source code or related information in connection with the Third Party Software, such offer is made.

(b) Use of AI. In connection with a Customer’s use of the Cloud Services, TigerData may

offer Customers the option to use enhanced artificial intelligence features provided by third parties (“**AI Features**”). By choosing to opt-in, enabling and using AI Features (such as AI Chat and others), Customer agrees that TigerData may share certain data with third parties to facilitate the provision of AI Features, and any data received by an AI Partner will be governed by the AI Partner’s Terms of Service, Privacy Policy and other applicable policies. Customers are encouraged to review those policies and are responsible for their own compliance. TigerData is not responsible for the acts or omissions of third parties. As with all AI tools, information received by you (“**Outputs**”) in response to your submissions to AI features should not be relied upon without independently checking the accuracy of the Outputs, as they may be false, incomplete, misleading or not reflective of recent events or information.

15.9 Use of Name and Logo. TigerData may identify the Customer as a customer in its marketing and sales activities, and may use the Customer’s trade names, services marks, and logos in marketing materials, customer lists, press releases, articles, websites, advertisements, or other promotional activities.

15.10 Force Majeure. You understand and agree that your use of the Cloud Services may be delayed or interrupted by causes beyond our reasonable control, and we are not liable for any delay or failure to perform any obligation under these Cloud Terms, or any damages or consequences thereof, where the delay or failure results from any cause beyond our reasonable control. Such causes beyond our reasonable control include, without limitation, acts of God; acts or orders of government; changes in law or regulations; epidemics and pandemics; flood, fire, earthquakes, storms, or other elements of nature; blockages, embargoes, riots, civil unrest, acts of terrorism, or wars; strikes, lockouts, labor disputes, or other industrial disturbances; destruction of production facilities; systemic electrical, telecommunications or other utility failures; computer, telecommunications, the Internet, Internet service provider, hosting provider, or hosting facility failures or delays involving hardware, software, or power systems not within our possession or reasonable control; network intrusions or denial of service attacks; or any other cause, whether similar or dissimilar to any of the foregoing, that is beyond our reasonable control (individually or collectively as applicable, “Force Majeure”). A Force Majeure event suffered by a subcontractor of TigerData shall also discharge us from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.

15.11 Entire agreement. These Cloud Terms constitute the entire agreement between the Parties relating to the subject matter of these Cloud Terms. Orders will be for the sole purpose of defining quantities, prices, and describing the services to be provided under

these Cloud Terms, and Orders are incorporated as a part of these Cloud Terms to this extent only; all other terms in Orders are rejected. These Cloud Terms supersede all prior or contemporaneous representations, understandings, proposals, agreements, or communications between you and us, whether written or verbal, relating the subject matter of these Cloud Terms. You acknowledge that you have not relied on any representations other than those contained in these Cloud Terms. No waiver of any provision of these Cloud Terms will be effective unless in writing and signed by both Parties.

15.12 Severability; Failure to Enforce. If any provision of these Cloud Terms is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and will be reformed to the extent necessary to make such provision valid and enforceable. Our failure to enforce any provision of these Cloud Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time.

15.13 Amendments. We may amend these Cloud Terms at any time by posting a revised version on the Site or by otherwise notifying you by email. Amended Terms of Service become effective upon posting on the Site or as stated in our email notice message. By continuing to use the Cloud Services after the effective date of any amendment to these Cloud Terms, you agree to be bound by the amended Terms of Service. Your sole remedy should you not agree with the altered Cloud Terms shall be to cease your use of the Cloud Services and to comply with your termination obligations outlined in Section 14. Please check the Site regularly. We last amended these Cloud Terms on the date listed at the beginning of these Cloud Terms.

16. Definitions

“Affiliate” means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. **“Control”** means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

“Authorized User” means employee, contractor, or individual that (i) you authorize to access, view, or use the Services; (ii) signs up for an Account in accordance with TigerData’s then current account registration procedures; and (iii) assents to these Cloud Terms or other applicable agreement with TigerData.

“Customer Data” means all data and information transmitted to the Cloud Services by Customer, its Authorized Users, or on Customer’s behalf.

“Documentation” means the standard user documentation for the TigerData Software and Cloud Services located at <https://docs.tigerdata.com> or at other locations as TigerData may provide.

“Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how, and any other intellectual property rights and all goodwill associated therewith, recognized in any country or jurisdiction in the world.

“Order” means (a) an ordering document for a Cloud Service, Support Services, and/or any professional advisory and training services, agreed upon by the Parties, and referencing these Cloud Terms, or (b) the Cloud Service(s) selected and activated by Customer via the Site, including any selected Support Services.

“Parties” and **“Party”** means TigerData and the Customer jointly and separately.

“Site” means the locations designated by TigerData, which may include subdomains or subpages within TigerData’s websites, including tigerdata.com, or other locations or methods of providing access to, use of, or information about the Cloud Services or Timescale Software.

“Support Services” means the applicable support and maintenance service that Customer purchases for the Cloud Service, as may be more fully described in the Order and these Cloud Terms.

“TigerData Software” means the TigerData software and related Documentation.