

## SERVERLESS CLOUD AGREEMENT

**Last Updated: September, 2024**

To be eligible to register for an Weaviate account and use the Weaviate Offering, you must review and accept the terms of this Weaviate Terms of Service (this “**Agreement**” or these “**Terms**”) by clicking the terms of service checkbox or other mechanism provided within the registration process. PLEASE REVIEW THESE TERMS CAREFULLY. BY ACCEPTING THESE TERMS OR USING THE WEAVIATE OFFERING, YOU AGREE TO THESE TERMS AND CONDITIONS WITH WEAVIATE, LLC IF YOU HAVE SELECTED THE UNITED STATES OF AMERICA IN THE REGISTRATION PROCESS, OR WITH WEAVIATE B.V. (“**Weaviate**”) IF YOU HAVE SELECTED NON-US OR OTHER MECHANISMS PROVIDED WITHIN THE REGISTRATION PROCESS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT USE THE WEAVIATE OFFERING.

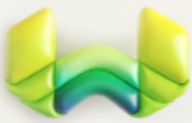
In this Agreement, “you,” “your” and “Customer” will refer to you. If you are registering for an Weaviate account or using the Weaviate Offering on behalf of an entity or other organization, you are agreeing to these Terms for that entity or organization and representing to Weaviate that you have the authority to bind that entity or organization to these Terms (and, in which case, the terms “you,” “your” and “Customer” will refer to that entity or organization).

Weaviate may revise these Terms from time to time. If Weaviate does revise these Terms, the revised Terms will supersede prior versions. Revisions will be effective upon the effective date indicated at the top of these Terms. Weaviate will provide you advance notice of any material revisions. This notice will be provided via the account portal and/or via an email to the email address Weaviate has on file. Weaviate encourages you to check the effective date of these Terms whenever you visit Weaviate’s website or account portal. Your continued access or use of the Weaviate Offering constitutes your acceptance of any revisions. If you do not agree to the revisions, you should stop using the Weaviate Offering and Weaviate is not obligated to provide you with the Weaviate Offering.

### 1. **Weaviate Offering**

- 1.1. Provision of Weaviate Offering. Subject to the terms and conditions of this Agreement, Weaviate will make the Weaviate Offering available to Customer pursuant to this Agreement, any applicable Exhibits to this Agreement. Provision of Weaviate Offering. Subject to the terms and conditions of this Agreement, Weaviate will make the Weaviate Offering available to Customer pursuant to this Agreement, any applicable Exhibits to this Agreement.
- 1.2. Customer Responsibilities. Customer will (i) be responsible for all use of the Weaviate Offering under its account, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Weaviate Offering and notify Weaviate promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of the Weaviate Offering and (iii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Weaviate Offering, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Weaviate will have no liability for such failure (including under any service level agreement).
- 1.3. Open-source Software. The Weaviate Offering may include individual open-source software components, each of which has its own copyright and its own applicable license conditions. These





open-source software components are licensed under the terms of the applicable open-source license conditions and/or copyright notices.

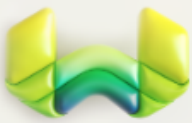
## 2. Fees

- 2.1. Fees. Customer will pay Weaviate the fees set forth in the applicable plan. Customer shall pay those amounts due and not disputed in good faith within thirty (30) days of the date of receipt of the applicable invoice, unless a specific date for payment is set forth, in which case payment will be due on the date specified. Except as otherwise specified in in this Agreement, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable. If Customer has selected a payment plan and provided its payment information to Weaviate, then Customer (a) represents and warrants to Weaviate that such information is true and that Customer is authorized to use the payment instrument, (b) will promptly update its account information with any changes to its payment instrument information, and (c) hereby authorizes Weaviate (including through its payment processor, in which case Customer hereby agrees to the applicable terms and policies of such payment processor) to bill your payment instrument in advance in accordance with the terms of the applicable payment plan.
- 2.2. Late payment. Weaviate may suspend access to the Weaviate Offering immediately upon notice if Customer fails to pay any amounts hereunder at least ten (10) days past the applicable due date. If Weaviate has not received payment within fourteen (14) days after the applicable due date, Weaviate may elect to charge interest on past due amounts at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by law, calculated from the date such amount was due until the date that payment is received by Weaviate.
- 2.3. Taxes. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "**Taxes**"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Weaviate. Customer will not withhold any taxes from any amounts due to Weaviate.

## 3. Proprietary Rights

- 3.1. Proprietary Rights. As between the parties, Weaviate exclusively owns all right, title and interest in and to the Weaviate Offering, System Data and the Weaviate Confidential Information, while Customer exclusively owns all right, title and interest in and to the Customer Data and the Customer Confidential Information.
- 3.2. Feedback. Customer may from time to time provide Weaviate with Feedback with respect to the Weaviate Offering. Weaviate will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Weaviate will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.
- 3.3. Product Improvement and Aggregated Statistics. Notwithstanding anything to the contrary, Weaviate shall have the right to aggregate, collect and analyze data and other information relating to the provision, use and performance of the Weaviate Offering and shall be free (during and after the term



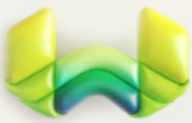


hereof) to (i) use such data and other information to develop and improve the Weaviate Offering and other Weaviate offerings, and (ii) disclose insights of such data in aggregated and anonymized format that does not identify Customer or any individual and other information.

#### 4. **Confidentiality; Restrictions**

- 4.1. Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (b) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 5, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.
- 4.2. Technology Restrictions. Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the proprietary source code underlying the Weaviate Offering; (b) attempt to probe, scan or test the vulnerability of the Weaviate Offering, breach the security or authentication measures of the Weaviate Offering without proper authorization or wilfully render any part of the Weaviate Offering unusable; (c) use or access the Weaviate Offering to develop a product or service that is competitive with any Weaviate offering or engage in competitive analysis or benchmarking; (d) transfer, distribute, resell, lease, license, or assign the Weaviate Offering or otherwise offer the Weaviate Offering on a standalone basis, use the Client Software in an application service provider or managed service provider environment, or copy the Client Software onto any public or distributed network, except for an internal and secure cloud computing environment; or (e) otherwise use the Weaviate Offering in violation of applicable law (including any export law) or outside the scope expressly permitted hereunder and in the applicable Order.

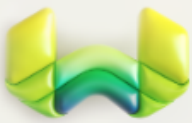




## 5. Warranties and Disclaimers

- 5.1. Weaviate. Weaviate warrants that it will, consistent with prevailing industry standards, provide the Weaviate Offering in a professional and workmanlike manner and the Weaviate Offering will conform in all material respects with the Documentation. For breach of the foregoing express warranty, Customer's exclusive remedy shall be the re-performance of the deficient Weaviate Offering or, if Weaviate cannot re-perform such deficient Weaviate Offering as warranted within thirty (30) days after receipt of written notice of the warranty breach, Customer shall be entitled to terminate the applicable Order Form and recover a pro-rata portion of the prepaid unused fees corresponding to the terminated portion of the applicable Weaviate Offering.
- 5.2. Customer. Customer warrants that it has all necessary rights and consents to provide any information, data (including personal data) and other materials that it provides hereunder, and to permit Weaviate to use the same as contemplated under this Agreement.
- 5.3. DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE WEAVIATE OFFERING IS INTENDED TO AUGMENT THE EFFICIENCY OF, BUT NOT REPLACE, CUSTOMER'S TRANSCRIPTION SYSTEMS AND PROCESSES. WEAVIATE DOES NOT REPRESENT OR WARRANT THAT THE WEAVIATE OFFERING WILL BE ERROR-FREE. WEAVIATE IS NOT RESPONSIBLE OR LIABLE FOR ANY NON- WEAVIATE OFFERINGS, DOES NOT GUARANTEE THE CONTINUED AVAILABILITY THEREOF OR ANY INTEGRATION THEREWITH, AND MAY CEASE MAKING ANY SUCH INTEGRATION AVAILABLE IN ITS DISCRETION.
- 5.4. BETA PRODUCTS. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH WEAVIATE WHERE CUSTOMER GETS TO USE ALPHA OR BETA PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, "BETA PRODUCTS") OFFERED BY WEAVIATE. THE BETA PRODUCTS ARE NOT GENERALLY AVAILABLE AND ARE PROVIDED "AS IS". WEAVIATE DOES NOT PROVIDE ANY INDEMNITIES, SERVICE LEVEL COMMITMENTS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION THERETO. CUSTOMER OR WEAVIATE MAY TERMINATE CUSTOMER'S ACCESS TO THE BETA PRODUCTS AT ANY TIME.





## 6. Indemnification

- 6.1. Indemnity by Weaviate. Weaviate will defend Customer against any Claim made or brought against Customer by a third party alleging that the use of the Weaviate Offering as permitted hereunder infringes or misappropriates a patent, copyright or trade secret and will indemnify Customer for any damages finally awarded against Customer (or any settlement approved by Weaviate) in connection with any such Claim; provided that (a) Customer will promptly notify Weaviate of such Claim, (b) Weaviate will have the sole and exclusive authority to defend and/or settle any such Claim, and (c) Customer reasonably cooperates with Weaviate in connection therewith. Customer, may at its option and expense, assist Weaviate in the defense of the Claim. If the use of the Weaviate Offering by Customer has become, or in Weaviate's opinion is likely to become, the subject of any claim of infringement, Weaviate may at its option and expense (i) procure for Customer the right to continue using and receiving the Weaviate Offering as set forth under this Agreement; (ii) replace or modify the Weaviate Offering to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid unused fees corresponding to the terminated portion of the applicable Weaviate Offering. Weaviate will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the Weaviate Offering t by Customer not in accordance with this Agreement; (C) modification of the Weaviate Offering by or on behalf of Customer; (D) Customer's collection, treatment or providing of Customer Confidential Information in a manner than violates applicable law or otherwise infringes third party rights, (E) open source software, or (F) the combination, operation or use of the Weaviate Offering with other products or services where the Weaviate Offering would not by itself be infringing (clauses (A) through (F), "**Excluded Claims**"). This Section states Weaviate's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.
- 6.2. Indemnification by Customer. Customer will defend Weaviate against any Claim made or brought against Weaviate by a third party arising out of the Excluded Claims, and Customer will indemnify Weaviate for any damages finally awarded against Weaviate (or any settlement approved by Customer) in connection with any such Claim; provided that (a) Weaviate will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim, and (c) Weaviate reasonably cooperates with Customer in connection with such Claim.





## 7. Limitation of Liability

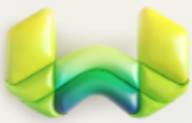
UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S BREACH OF THE CONFIDENTIALITY OBLIGATIONS AND RESTRICTIONS UNDER SECTION 4, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 2, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## 8. Termination

- 8.1. Term. The term of this Agreement will commence on the date these Terms are accepted by you and continue until your account is terminated as set forth below.
- 8.2. Termination and Suspension. You may terminate your account at any time through the account management tools made available through the Weaviate Offering. Weaviate may terminate or suspend your account in the event you commit any material breach of any provision of this Agreement and fail to fix that breach within five (5) days after written notice of that breach. Weaviate may also terminate or suspend your account immediately for cause if: (a) there is reason to believe the traffic created from your use of the Weaviate Offering or your use of the Weaviate Offering is fraudulent or negatively impacting the operating capability of Weaviate Offering; or; or (b) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding. If Weaviate suspends your account, Weaviate will make a reasonable attempt to notify you. Weaviate may also terminate your access to any component of the Weaviate Offering and/or your account (i) for convenience or (ii) if it determines, in its sole discretion, that providing the Weaviate Offering is prohibited by law or has become impractical or unfeasible for any legal or regulatory reason; provided that if you have subscribed to any portion of the Weaviate Offering, in Weaviate's election, either (i) such termination will be effective upon expiration of your subscription or (ii) Weaviate will provide you with a pro rata refund of prepaid fees based on the amount of time remaining in your subscription term. Except as expressly set forth above, no refund will be provided in the event of any suspension or termination of your account or access to any component of the Weaviate Offering.
- 8.3. Survival. Upon expiration or termination of this Agreement, all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the License Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general





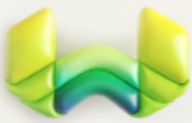


provisions below. Upon expiration or termination of this Agreement, each party will return or destroy, at the other party's option, any Confidential Information of such party in the other party's possession or control.

## 9. General

- 9.1. Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Weaviate Offering.
- 9.2. Publicity. Customer agrees that Weaviate may refer to Customer's name and trademarks in Weaviate's marketing materials, the Weaviate Offering or Weaviate's website. Weaviate will not use Customer's name or trademarks in any other publicity (e.g., press releases, customer references and case studies) without Customer's prior written consent (which may be by email).
- 9.3. Newsletter Consent. By signing this agreement, you will receive communication regarding the status of the Weaviate service. In addition, you will receive news and updates regarding our products, services, community events and offerings. You may unsubscribe from news and updates at any time by following the instructions provided in each message.
- 9.4. Insurance. Weaviate shall, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence; and (c) Professional Errors and Omissions and Cyber Liability coverage covering the Weaviate Offering, with coverage limits of not less than \$2,000,000 per claim or per occurrence/\$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.
- 9.5. Assignment; Delegation. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment, delegation, or transfer by either party in violation of this Section will be null and void. Subject to this section, this Agreement will be binding on the parties and their successors and assigns.
- 9.6. Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Purchase orders are for the sole purpose of defining quantities, pricing, and the Weaviate Offering to be provided under this Agreement, and to this extent only are incorporated into this Agreement and all other purchase order terms are rejected. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

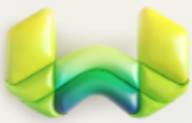




- 9.7. Relationship. Nothing contained in this Agreement will in any way constitute any association, partnership, agency, employment or joint venture between the parties, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing contained in this Agreement will give rise or is intended to give rise to any rights of any kind to any third parties.
- 9.8. Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.
- 9.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, excluding the rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with this Agreement shall be brought only in the courts of competent jurisdiction located in New York and each party irrevocably waives any objections to such venue.
- 9.10. Notices. Any notice required or permitted to be given hereunder will be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery and a copy per email. Notices to Customer must be sent to Customer's email or other address as set forth in Customer's account information. Notices to Weaviate must be sent to Prinsengracht 769a, 1017JZ Amsterdam, Attn: Weaviate Legal, and a copy to [legal@weaviate.io](mailto:legal@weaviate.io).
- 9.11. Entire Agreement. This Agreement comprises the entire agreement between Customer and Weaviate with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Weaviate, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement.
- 9.12. Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to a Force Majeure Event.
- 9.13. Government Terms. Weaviate provides the Weaviate Offering, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Weaviate Offering, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Weaviate Offering was developed fully at private expense.
- 9.14. Government Terms. Weaviate provides the Weaviate Offering, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Weaviate Offering, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred.







## 10. **Definitions**

The following terms, when used in this Agreement will have the following meanings:

“Affiliates” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, “Control” means beneficial ownership of 50% or more of the voting power or equity in an entity.

“Claim” means any claim, demand, suit, or proceeding.

“Client Software” means the specific portion of the Weaviate Offering made available by Weaviate to be installed on Customer hardware.

“Confidential Information” means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

“Customer Data” means personal data made available by Customer to Weaviate and insights produced specifically for Customer via the use of the Weaviate Offering by Customer.

“Documentation” means the on-line help files, electronic technical documentation and other electronic user manuals made available by Weaviate as part of the Weaviate Offering.

“Feedback” means suggestions or comments for enhancements, improvements, features, functionality or other feedback provided to Weaviate.

“Force Majeure Event” is an event beyond the reasonable control of a party including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

“Non-Weaviate Product” means a third party or Customer web-based, mobile, offline or other software application that integrates with the Weaviate Offering (other than third party data hosting services used by Weaviate). For clarity, the Weaviate Offering excludes Non-Weaviate Products.

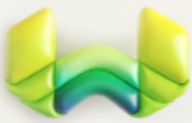
“Order Form” means an order form or other similar document which defines the specific Weaviate Offering, the permitted number of users, pricing, and the subscription term.

“SLAs” mean the service levels offered by Weaviate as defined at [www.weaviate.io/sla](http://www.weaviate.io/sla)

“Support Services” means the maintenance and support services offered by Weaviate as defined at [www.weaviate.com/weaviate-support-terms](http://www.weaviate.com/weaviate-support-terms)

“System Data” means data collected by Weaviate regarding the Weaviate Offering that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Weaviate Product.





“Weaviate Offering” means the Weaviate Product and/or the Weaviate Services.

“Weaviate Product” means the Weaviate hosted offering, the Weaviate self-hosted offering, the Client Software and related Support Services.

“Weaviate Services” means consulting and training services provided by Weaviate.

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