

MayaData (OpenEBS) User Terms of Service

Last updated: Feb 28, 2019

PLEASE READ THESE TERMS OF SERVICE (THESE “TERMS”) CAREFULLY. THESE TERMS ARE A BINDING CONTRACT FOR THE USE OF MAYADATA INC. (“MayaData”) SERVICES.

BY ACCESSING OR USING MAYADATA SERVICES YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT AND ITS AFFILIATES). IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE MAYADATA’S SERVICES.

DOCUMENTATION OF MAYADATA’S SERVICES IS AVAILABLE AT <https://docs.openebs.io> BEFORE ACCEPTING THESE TERMS AND USING MAYADATA’S SERVICES, PLEASE REVIEW THE INFORMATION AT EACH OF THESE ONLINE LOCATIONS.

1 Agreement

1.1 Agreement. These MayaData Terms of Service (these “Terms”) are made by and between the party on whose behalf they are accepted (“Subscriber”) and MayaData Inc. (“MayaData”) and are effective as of the date they are accepted by Subscriber. The complete subscription agreement including these Terms (the “Agreement”) grants Subscriber a limited subscription to use MayaData’s internet intermediary, support, professional, or other services (the “Services”)

2. MayaData’s Obligations

2.1 Services. MayaData will make the Services available to Subscriber according to one or more MayaData-approved form or online subscription process by which Subscriber agrees to subscribe to the Subscription Service and purchase Consulting Services (each a “Service Order”). Most Service Orders are completed through our online payment process or via in-app purchase. Subscriber may subscribe to additional Services or features of the Service by placing an additional Service Order or activating the additional features from within Subscriber’s MayaData account (if this option is made available by us.). This Agreement will apply to all additional Service Order(s) and all additional features that Subscriber activate from within Subscriber’s MayaData account.

2.2 Compliance with Laws. MayaData shall comply with all laws and governmental regulations applicable to the Services.

2.3 Personnel and Performance. MayaData will be responsible for the performance of its personnel (including employees and contractors) and their compliance with the Agreement. MayaData enters into the Agreement on behalf of its Affiliates. An “ Affiliate” of a party is any entity (a) that the party Controls; (b) that the party is Controlled by; or (c) with which the party is under common Control, where “ Control” means direct or indirect control (including by ownership) of fifty percent (50%) of an entity’s voting interests.

2.4 Documentation. MayaData will make online documentation available at <https://docs.mayaonline.io> .

2.5 Security Measures. MayaData will maintain the Security Measures consistent with commercially appropriate administrative, physical, and technical safeguards and as described in the Documentation. MayaData will store, process, transmit and disclose content, configurations and credentials (“ Subscriber Data”) only according to the Agreement and the Documentation. The Services, independent of Subscriber Data, will not transmit code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses (“ Malicious Code”). Subscriber consents to the processing of Subscriber Data in the United States.

3. Subscriber’s Obligations

3.1 Subscriber Data. As between MayaData and Subscriber, Subscriber is responsible for Subscriber Data and the provision of Subscriber Data to the Services according to the Agreement.

3.2 Personnel and Performance. Subscriber shall be responsible for the performance of its personnel (including employees and contractors) in compliance with the Agreement. Subscriber enters into the Agreement on behalf of its Affiliates that make use of the Services.

3.3 Non-MayaData Services. Subscriber may choose to use services not provided by MayaData (“ Non-MayaData Services”) with the Services and in doing so grants MayaData permission to interoperate with the Non-MayaData Services as directed by Subscriber or the Non-MayaData Services. Unless specified in a Service Order : (a) MayaData does not warrant or support Non-MayaData Services, (b) as between MayaData and Subscriber, Subscriber assumes all responsibility for the Non-MayaData Services and any disclosure, modification or deletion of Subscriber Data by the Non-MayaData Services and (c) MayaData shall have no liability for, and Subscriber is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Non-MayaData Services or any change in the ability of MayaData to interoperate with the Non-MayaData Services. Without limiting the foregoing, OpenEBS is a Non-MayaData Service.

3.4 Responsibilities. Subscriber (a) shall use the Services according to the Documentation; (b) shall be responsible for using commercially reasonable efforts to prevent unauthorized access to or use of the Services; (c) shall promptly notify MayaData of any unauthorized access or use of the Services; (d) shall not use the Services to store, transmit or display Subscriber Data for fraudulent purposes or in violation of applicable laws and governmental regulations; (e) shall not

make the Services available to, or use the Services for the benefit of, anyone other than Subscriber's own personnel or end users; (f) shall not use the Services to store, transmit or display Malicious Code; (g) shall not interfere with or disrupt the integrity or performance of the Services or any third-party technology contained therein; (h) shall not attempt to gain unauthorized access to any of MayaData's systems or networks; (i) shall not permit direct or indirect access to or use the Services in a way that circumvents a usage limit; (j) shall not sell, resell, license, sublicense, distribute, redistribute, rent, or lease the Services except as integrated with its own offerings that provide additional functionality to its end users; (k) shall not copy the Services or any part, feature, function, or user interface thereof; (l) shall not access the Services or use the Documentation to develop a competitive product or service; or (m) shall not reverse engineer the Services (to the extent a restriction on reverse engineering is permitted by applicable law).

3.5 Service Notices. If MayaData becomes aware that Subscriber may violate Subscriber's obligations under this Section 3 (Subscriber's Obligations), MayaData will notify the Abuse Contact by email (the "Service Notice") and request Subscriber to take reasonably appropriate action, including cessation of problematic usage, changing a configuration, updating credentials or removing applicable Subscriber Data. If Subscriber fails to comply with a Service Notice within the time period set forth in the Service Notice, MayaData may suspend Subscriber's access to the Services until the requested action is taken. If Subscriber fails to take the required action within ten (10) days or on two or more occasions during any rolling twelve (12) month period, MayaData may terminate the Agreement immediately for cause. All limitations of access, suspensions, and terminations for cause shall be made in MayaData's sole discretion and MayaData shall not be liable to Subscriber or any third party for any termination of Subscriber's account or access to the Services.

4. Term and Termination

4.1 Term. These Terms are effective during the term of any Service Order that incorporates them. The term of a Service Order shall be specified in the Service Order. The term will end on the expiration date and the subscription cannot be cancelled early except as specifically provided below. MayaData does not provide refunds if Subscriber decides to stop using the MayaData subscription during the term. Service Orders shall automatically renew for successive terms, unless Subscriber gives MayaData at least one (1) month's notice of nonrenewal at the end of the applicable term. The renewal pricing set forth in Subscriber's Service Order will apply. If renewal pricing is not included in Subscriber's Service Order, then our standard pricing on the date of renewal will apply. If Subscriber use any products or features made available by MayaData on an unpaid trial or free basis ("Free Services"), MayaData will make the Free Services available to Subscriber free of charge until earlier of (a) the date on which Subscriber's free subscription is terminated or (b) the start date of Subscriber's paid subscription.

4.2 Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services :(i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. MayaData may also terminate this Agreement for cause on thirty (30) days' notice if MayaData determines that Subscriber is acting, or has acted, in a way that has or may negatively reflect on or affect MayaData, its prospects, or its customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

4.3. Suspension for Security Issues. MayaData may, without notice, review, edit and delete any customer data or content or customer materials that MayaData determines in good faith violate these terms, provided that, MayaData has no duty to prescreen, control, monitor or edit any such materials. If Subscriber's CloudByte website, or use of, the Subscription Service:(i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then MayaData may, with electronic or telephonic notice to Subscriber, suspend all or any access to the Subscription Service. MayaData will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if MayaData determine that Subscriber are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

4.4. Suspension and Termination of Free Services. MayaData may suspend, limit, or terminate the Free Services for any reason at any time without notice. MayaData also may terminate Subscriber's subscription to the Free Services due to Subscriber's inactivity.

4.3 Survival. Any term or condition that by its nature is clearly intended to survive the expiration or termination of the Agreement, shall survive any expiration or termination of the Agreement, including Section 3 (Subscriber's Obligations), Section 6.1 (Fees), Section 6.5 (Refund or Payment upon Termination), Section 7 (Confidentiality), Section 8 (Licenses and Proprietary Rights), Section 12 (Limitation of Liability), Section 13 (Exclusion of Consequential and Related Damages), Section 14 (Warranty Disclaimers) and Section 15 (Indemnification).

5. Beta Services

5.1 Beta Services. From time to time, MayaData may offer services identified as beta, pilot, developer preview, non-production, evaluation or by a description of similar import ("Beta Services"). Subscriber may accept or decline Beta Services. If accepted by Subscriber, Beta Services :(a) are provided only for evaluation purposes; (b) may not be relied on by Subscriber for production use; (c) may not be supported; and (d) may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire on the date that a version of the Beta

Services becomes generally available. MayaData may discontinue Beta Services at any time in its sole discretion and may never make Beta Services generally available. ALL BETA SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. BETA SERVICES MAY BE TERMINATED AT ANY TIME. MAYADATA DISCLAIMS ALL OBLIGATION AND LIABILITY UNDER THE AGREEMENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA SERVICE, INCLUDING ANY OBLIGATION OR LIABILITY WITH RESPECT TO SUBSCRIBER DATA. ANY CONFIGURATIONS OR SUBSCRIBER DATA ENTERED INTO BETA SERVICES, AND ANY CUSTOMIZATIONS MADE TO BETA SERVICES BY OR FOR SUBSCRIBER, MAY BE PERMANENTLY LOST IF THE BETA SERVICES ARE SUSPENDED, TERMINATED, OR DISCONTINUED.

6. Fees and Payment

6.1 Invoicing and Payment Terms. If the Service Order specifies that payment will occur by a method other than a credit card, Subscriber will provide a purchase order number in the applicable amount (or reasonable alternative proof of Subscriber’s ability to pay the fees specified in a Service Order), and promptly notify MayaData of any changes necessary for payment of an invoice. MayaData will invoice Subscriber either monthly or according to the billing frequency stated in the Service Order. Invoices to be paid by credit card are due on the invoice date, all other invoices are due net 15 days from the invoice date. If any invoiced amount is not received by MayaData by the due date, then without limiting MayaData’s rights or remedies : (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) MayaData may condition future subscription renewals and Service Orders on shorter payment terms. If Subscriber is paying for Services by credit card, Subscriber will provide MayaData with valid credit card information and promptly notify MayaData of any changes necessary to charge the credit card. The provision of credit card information to MayaData authorizes MayaData to charge the credit card for all Services specified in a Service Order, and any renewal subscription. Subscriber further authorizes MayaData to use a third party to process payments, and consents to the disclosure of Subscriber’s payment information to such third party. Subscriber will keep its contact information, billing information and credit card information (where applicable) up to date. Changes may be made on Subscriber’s Billing Page within Subscriber’s MayaData account. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance. All fees are exclusive of taxes, which MayaData will charge as applicable. Subscriber agree to pay any taxes applicable to Subscriber’s use of the Services. Subscriber shall have no liability for any taxes based upon our gross revenues or net income. If Subscriber are located in the European Union, all fees are exclusive of any VAT and Subscriber represents that Subscriber is registered for VAT purposes in Subscriber’s member state. At our request, Subscriber will provide us with the

VAT registration number under which Subscriber is registered in Subscriber's member state. If Subscriber are subject to GST, all fees are exclusive of GST. If Subscriber is required to deduct or withhold any tax, Subscriber must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

6.2 Suspension of Service and Acceleration. If any amount owing by Subscriber is 30 or more days overdue (or 10 or more days overdue in the case of invoices to be paid by credit card), MayaData may, without limiting any rights and remedies, accelerate Subscriber's unpaid fee obligations to become immediately due and payable, and suspend the provision of Services to Subscriber until the overdue amounts are paid in full. MayaData will give Subscriber at least 10 days' prior notice that its account is overdue, in accordance with Section 17 (Manner of Giving Notice), before suspending services to Subscriber.

6.3 Payment Disputes. MayaData will not exercise any rights to suspend Services, accelerate payments, impose late charges or change payment terms under Section 6.2 (Invoicing Terms) with respect to an overdue amount for so long as Subscriber is disputing the overdue amount in good faith. The parties shall cooperate diligently to resolve the dispute.

6.4 Refund or Payment upon Termination. If Subscriber terminates the Agreement in accordance with Section 4.2 (Termination for Cause), MayaData will refund any prepaid fees covering the remainder of the term of all Service Orders after the effective date of termination. If the Agreement is terminated by MayaData in accordance with Section 4.2 (Termination for Cause), Subscriber will pay any unpaid fees covering the remainder of the term of all Service Orders. In no event will termination relieve Subscriber of its obligation to pay any fees payable for the period prior to the effective date of termination.

6.5 Taxes. Fees for Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its Service Orders. If MayaData is obligated by law to pay or collect Taxes for which Subscriber is responsible, MayaData will invoice Subscriber and Subscriber will pay that amount unless Subscriber can provide a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber will provide MayaData any information MayaData reasonably requests to determine whether MayaData is obligated to collect Taxes. MayaData is solely responsible for taxes assessable against its income, property, and employees.

7. Confidentiality

7.1 Confidential Information. "Confidential Information" means all information about the relationship created by the Agreement disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or, given the nature of the information and the circumstances of disclosure, should be understood to be confidential.

Confidential Information of each party includes the terms and conditions of the Agreement and all Service Orders, including pricing, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed in connection with the Agreement. Confidential Information does not include information that : (a) is at the time of disclosure, or later becomes, generally known to the public through no fault of Recipient; (b) was known to the Recipient with no obligation of confidentiality prior to disclosure by Discloser, as proven by records of Recipient; (c) is disclosed to Recipient by a third party who did not directly or indirectly obtain the information subject to any confidentiality obligation; or (d) is at any time independently developed by Recipient as proven by records of Recipient.

7.2 Protection of Confidential Information. Except as provided in Section 7.3 (Compelled Disclosure) Recipient shall not disclose or otherwise make available any Confidential Information of the Discloser to anyone except those of its employees, attorneys, agents and consultants who : (a) need to know the Confidential Information in connection with the purpose of the Agreement and (b) who have previously agreed to be bound by confidentiality obligations no less stringent than those in the Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential information.

7.3 Compelled Disclosure. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, then to the extent legally permitted, Recipient shall provide the Discloser with prior notice of the compelled disclosure and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent practicable. If the Recipient is compelled by law to disclose the Discloser's Confidential Information as part of a civil proceeding to which the Discloser is a party, and the Discloser is not contesting the disclosure, the Discloser will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. Licenses and Proprietary Rights

8.1 Subscriber Data. Subscriber grants MayaData a worldwide, nonexclusive, revocable, and limited license during the term of Subscriber's use of the Services to store, copy, transmit, and display Subscriber Data, and to interoperate with any Non-MayaData Services as necessary in order for MayaData to provide the Services in accordance with the Agreement. Subject to this limited license, MayaData acquires no right, title, or interest from Subscriber under the Agreement in or to Subscriber Data.

8.2 Feedback. Subscriber grants to MayaData worldwide, perpetual, irrevocable, royalty-free permission to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Subscriber.

8.3 Proprietary Rights. This is an Agreement for access to and use of the Service, and Subscriber is not granted a license to any software by this Agreement. The Services and the

Documentation are the proprietary information of MayaData. Subject to the limited rights expressly granted in the Agreement, MayaData and MayaData's licensors reserve all right, title, and interest in and to the Services and the Documentation, including all related intellectual property rights. No rights are granted to Subscriber except as expressly set forth in the Agreement. No rights are granted to MayaData except as expressly set forth in the Agreement.

8.4 Publicity. Subscriber grants MayaData the right to add its name and company logo to MayaData's customer list and website.

8.5 Aggregated Data. So that MayaData may improve and promote its offerings and Services, Subscriber grants MayaData a perpetual, unlimited, royalty-free license to aggregate Subscriber Data and data relating to Subscriber's use of the Services with other data, (and/or segregate portions of the Subscriber Data) so that it is non-personally identifiable with respect to Subscriber ("Aggregated Anonymous Data"). Subscriber agrees that MayaData may create Aggregated Anonymous Data, and may use, reproduce, distribute, execute, display and commercially use the Aggregated Anonymous Data at its discretion. MayaData may disclose Aggregated Anonymous Data to third parties, publish it through its website, blog, or by other means, and may transfer or sublicense its rights with respect to Aggregated Anonymous Data. Subscriber shall have no interest in such Aggregated Anonymous Data or any use thereof by MayaData. This license shall survive the termination of this Agreement.

9. Government Rights

9.1 Government Rights. The Services may include access to software. In such case, such software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Subscriber is an agency of, or contractor to, the US Government, it receives only those rights with respect to such software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. If Subscriber is a government agency that has a need for rights not granted under the Agreement, it must negotiate with MayaData to determine if there are acceptable terms for granting those rights, and mutually acceptable written terms specifically granting those rights must be included in any applicable agreement.

10. Export Compliance

10.1 Export Compliance. The Services and the Documentation may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not enable use of the Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or regulation.

11. Anti-corruption

11.1 Anti-corruption. Subscriber has not received or been offered any bribe, kickback, illegal or improper payment, gift, or thing of value from any MayaData personnel or agents in connection with the Agreement, other than reasonable gifts and entertainment provided in the ordinary course of business. If Subscriber becomes aware of any violation of the above restriction, Subscriber will promptly notify MayaData at support@mayadata.io.

12. Limitation of Liability

12.1 Limitation of Liability. EXCEPT FOR SUBSCRIBER'S LIABILITY FOR PAYMENT OF FEES, SUBSCRIBER'S LIABILITY ARISING FROM SUBSCRIBER'S OBLIGATIONS UNDER THE 'INDEMNIFICATION' SECTION, AND SUBSCRIBER'S LIABILITY FOR VIOLATION OF MAYADATA'S INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE LESSER OF TWO THOUSAND U.S. DOLLARS OR THE TOTAL AMOUNTS SUBSCRIBER HAS ACTUALLY PAID FOR THE SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM; PROVIDED HOWEVER, THIS LIMITATION SHALL NOT APPLY TO SUBSCRIBER IF SUBSCRIBER ONLY USES THE FREE SERVICES, AND IN THIS CASE, IF MAYADATA IS DETERMINED TO HAVE ANY LIABILITY TO SUBSCRIBER OR ANY THIRD PARTY ARISING FROM SUBSCRIBER'S USE OF THE FREE SERVICES, THEN MAYADATA'S AGGREGATE LIABILITY WILL BE LIMITED TO ONE HUNDRED U.S. DOLLARS.

13. Exclusion of Consequential and Related Damages

13.1 Exclusion of Consequential and Related Damages. IN NO EVENT WILL A PARTY HAVE ANY LIABILITY TO ANY OTHER PARTY FOR ANY LOST PROFITS, LOST OPPORTUNITIES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE TYPES OF DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

14. Warranty Disclaimers

14.1 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, MAYADATA AND ITS AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SERVICE OR DOCUMENTATION, DATA MADE AVAILABLE FROM THE SERVICES, FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO

THE EXTENT PERMITTED BY LAW, THE SERVICE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MAYADATA DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

14.2 Non-MayaData Services. MAYADATA DISCLAIMS ALL LIABILITY WITH RESPECT TO NON-MAYADATA SERVICES THAT SUBSCRIBER USES.

15. Indemnification

15.1 Indemnification by Subscriber. Subscriber will indemnify and defend MayaData against any and all third party claims, demands, suits or proceedings (each a "Claim Against MayaData") and all related judgments, liabilities, awards, damages, costs, including reasonable attorneys' fees and expenses, arising out of, or in connection with, or alleging (i) Subscriber Data, (ii) unauthorized or illegal use of the Service by or on behalf of Subscriber, (iii) Subscriber's noncompliance with or breach of this Agreement, (iv) Subscriber's use of Non-MayaData Services, or (v) the unauthorized use of the Service by any other person using Subscriber's user information, provided MayaData (a) promptly gives Subscriber written notice of the Claim Against MayaData; (b) gives Subscriber sole control of the defense and settlement of the Claim Against MayaData (except that Subscriber may not settle any Claim Against MayaData unless it unconditionally releases MayaData of all liability related to the Claim Against MayaData); and (c) give Subscriber all reasonable assistance, at Subscriber's expense. The above defense and indemnification obligations do not apply to the extent a Claim Against MayaData arises from the Services or MayaData's breach of the Agreement. Except with respect to a dispute between Subscriber and MayaData, Subscriber will reimburse MayaData for all costs and reasonable attorneys' fees for responding to third party or governmental requests for information arising out of or in connection with Subscriber Data or Subscriber's use of the Services.

15.2 Additional Indemnities. For purposes of this Section 15, (a) a Claim Against MayaData shall include a claim against MayaData, MayaData's Affiliates, and MayaData's or its Affiliates' officers, directors, and employees and (b) a Claim Against Subscriber shall include a claim against Subscriber, Subscriber's Affiliates, and Subscriber's or its Affiliates' officers, directors, and employees.

15.3 Exclusive Remedy. This Section 15 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 15.

16. Assignment

16.1 Either party may assign the Agreement in its entirety, without the other party's consent (a) to its Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, unless the Subscriber is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of MayaData, in which case CloudByte may, but is not required to, terminate the Agreement upon written notice, and in the event of such a termination, MayaData will refund to Subscriber any prepaid fees covering the remainder of the initial term of all Service Orders.

16.2 Except as permitted in Section 16.1, neither party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld).

16.3 The Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

17. Manner of Giving Notice

17.1 Updates. All updates to the Documentation will be posted to <https://docs.openebs.io>.

17.2 Except as otherwise specified in the Agreement, all notices, permissions and approvals shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; or (c) the first business day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim). Billing-related notices to Subscriber shall be addressed to the relevant billing contact designated by Subscriber. All other notices to Subscriber shall be addressed to the relevant Services system administrator or other person designated by Subscriber in writing, or, if applicable, as set forth on the Cover Page to the Agreement. Notices to MayaData should be addressed to support@mayadata.io or MayaData Inc. Attn :Legal Department, [MAYADATA INC 4300 Stevens Creek Boulevard,Suite 270 San Jose, CA 95129].

18. Governing Law and Jurisdiction

18.1 Governing Law and Jurisdiction. The governing law of California and controlling United States federal law will apply in any lawsuit arising out of or in connection with the Agreement and the Federal or state courts located in San Jose, California, USA have exclusive jurisdiction over any such lawsuit.

19. Relationship of the Parties

19.1 Relationship of the Parties. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

20. Third-Party Beneficiaries

20.1 Third-Party Beneficiaries. Subscriber acknowledges that MayaData's licensors and technology providers have required MayaData to agree to certain provisions with Subscriber, including Sections 3 (Subscriber's Obligations), 8 (Licenses and Proprietary Rights), 12

(Limitation on Liability), 13 (Exclusion of Consequential and Related Damages) and 15 (Indemnification). There are no other third-party beneficiaries under the Agreement or the Documentation.

21. Entire Agreement

21.1 Entire Agreement. The Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following, the order of precedence shall be : (i) the applicable Service Order, (ii) the Agreement, (iii) the Documentation. MayaData and Subscriber each represent that it has validly entered into the Agreement and has the legal power to do so. Any term or condition stated in a Subscriber purchase order or other Subscriber order documents (excluding Service Orders) is void. No modification, amendment, or waiver of any provision of the Agreement will be effective unless it exists in writing and is signed by the party against whom the modification, amendment, or waiver is to be asserted. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Agreement will remain in effect.