

# Term of Service for GreptimeCloud

Last updated: Apr 20, 2024

BY CREATING AN ACCOUNT FOR USE OF SERVICES (AS DEFINED BELOW), YOU (“YOU” OR “YOUR”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THE GREPTIME, INC. (“GREPTIME,” “WE,” “US,” OR “OUR”) GREPTIME-CLOUD TERMS AND CONDITIONS (THE “SERVICES AGREEMENT”). YOUR AND YOUR COMPANY’S (COLLECTIVELY, “COMPANY”) CONTINUED USE OF THE SERVICES SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THE AGREEMENT, DO NOT USE THE SERVICES. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO AGREE AND/OR ENTER INTO THIS AGREEMENT AND BIND YOURSELF OR THE ENTITY YOU REPRESENT (AS APPLICABLE) TO THE TERMS OF THIS AGREEMENT.

## Accounts

In order to use GreptimeCloud, you must first register for an account (“Account”). By creating the Account, you are responsible for maintaining the security of your Account (including, but not limited to, login credentials and the correct configuration of access control lists), and you are fully responsible for all activities that occur under your Account, and any other actions taken in connection with your Account. You agree to immediately notify Greptime of any unauthorized use of your Account, or any other breaches of security, of which you become aware. Greptime will have no liability for any acts or omissions on your part, including any damages of any kind incurred as a result of such acts or omissions. Customer may permit its Affiliates and third party contractors to use its Account, provided that Customer remains responsible for any such use, and provided that such Affiliates and contractors are not Greptime competitors.

## Cloud Services

This section of the Agreement outlines the terms and conditions for accessing and using GreptimeCloud Services: (i) GreptimeCloud Services are subject to change, suspension, or discontinuation at any time, and we will provide notice of any material changes by email or via the website. (ii) Some of the GreptimeCloud Services may be in preview, testing, or “beta” phase (each, a “Beta Offering”), and we will not be liable for any damages resulting from the use of any Beta Offering. (iii) Compliance with all applicable laws, rules, and regulations is required when using GreptimeCloud Services, including any additional features or services. (iv) Separate rules specific to each feature or service may apply.

## **Customer Support**

We will provide you remote technical support via internet or telephone. Our technical support is not subject to any commitments and may be withdrawn, reduced, or otherwise restricted by us at any time without notice to you.

## **Data**

Customer is fully responsible for the content, accuracy and completeness of the Content, and any loss, liabilities or damages resulting from therefrom. Customer is solely responsible for backing up or otherwise making duplicates of Content. Customer represents and warrants to Greptime that: (i) Customer owns or has the necessary licenses to provide the Content to Greptime, and the provision of the Content to, and use of the Content by, Greptime as contemplated herein will not infringe the intellectual property rights, including but not limited to copyright, patent, trademark or trade secret rights, of any third party; and (ii) the Content does not contain any executable malware. Customer is solely responsible for verifying that use by its end users of GreptimeCloud Services complies with any requirements under applicable law or regulation governing access to or use of the Content.

Greptime may collect tracking and operational data related to Customer's use of GreptimeCloud Services, including query logs, metadata (object definitions and properties\*\* and feature usage information and may reproduce, analyze, modify and adapt Usage Data to provide, maintain, protect and improve GreptimeCloud Services.

## **Fees and Payment**

We calculate and bill fees and charges for GreptimeCloud Services in accordance with the terms set forth on our website. For monthly charges, we reserve the right to bill you more frequently if we believe there is a risk of non-payment or if we suspect that your account is fraudulent.

By selecting monthly billing by credit card, you authorize us to charge your credit card on a recurring monthly basis, based on our current fee schedule for the GreptimeCloud Services or Support, as applicable. You agree to pay us the applicable fees and charges for your use of GreptimeCloud Services, Support or Consulting Services, as described on our website, using your credit card. All amounts payable for the Cloud Services, Support or Consulting Services will be made without setoff or deduction, and all amounts paid are non-refundable.

We reserve the right to increase or add new fees and charges for any GreptimeCloud Service, Support or Consulting Service by updating our website. In the event that we change the pricing for GreptimeCloud Services, Support or Consulting Services, the fees payable by you will increase or decrease in accordance with any such modification upon the date specified on our website. We reserve

the right to charge you the interest at the rate of 1% per month or the highest rate permitted by law on any late payment.

In the event of a payment dispute between us and you, we will not take any actions against you with respect to non-payment under “Termination” if you are disputing the applicable charges reasonably and in good faith, and are co-operating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. It is clarified that any undisputed amounts must be paid in full.

## **Termination**

**Termination for Cause.** To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice of the breach; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. We may also suspend or terminate your access to GreptimeCloud Services immediately if: (i) we change the way we provide or discontinue GreptimeCloud Services; (ii) you are late in payment or otherwise in breach of this Agreement; (iii) we reasonably determine that your use of GreptimeCloud Services poses a risk to the availability, functionality, or security of GreptimeCloud Services.

**Termination for Inactivity.** Greptime reserves the right to terminate the Agreement upon thirty (30) days’ advance notice if, for a period of one hundred and eighty (180) days the Customer has not accessed the Product and has not incurred any Fees.

**Termination due to violation of Laws.** Greptime may terminate this Agreement immediately if Greptime reasonably believes that its Product, or any part of it, used by Customer would violate applicable law(s).

## **Feedback**

Customers are not required to give us any request, suggestions, enhancement ideas, specifications, or other feedback regarding the Services (“Feedback”). If you do provide us Feedback, you grant us and our Affiliates to use that Feedback, for any purpose and without any duty to account.

## **Limitation Of Liability**

Under no circumstances will we or our affiliates and licensors be liable to you for any indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, use, or data.

Also, under no circumstances will we or our affiliates and licensors be liable to you for any misuse of the service or Deliverable, or modifications to the Service or Deliverables by Customer or any third party.

We and our affiliates and licensors will not be responsible for any compensation, reimbursement, or direct damages arising from: (a) your inability to use GreptimeCloud Services; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Agreement or your use of or access to GreptimeCloud Services; or (d) any unauthorized access to, alteration of, or deletion, destruction, damage, loss, or failure to store any of your content or other data. Our and our affiliates' and licensors' aggregate liability under this Agreement is limited to the amount you actually pay us for GreptimeCloud Services that gave rise to the claim during the 12 months preceding the claim.

## General

**Assignment.** Neither party may assign this Services Agreement or its rights or obligations under this Services Agreement to any person or party, whether by operation of law or otherwise, without the other party's prior written consent, except that this Services Agreement may be assigned without consent to a person or entity who acquires all or substantially all of the assigning party's assets, stock, or business, or by Greptime to its Affiliate.

**Notice.** All communications and notifications under this Agreement must be delivered in English. We may provide any notification to you under this Agreement either by posting a notice on the website for the relevant GreptimeCloud Services or by sending a message to the email address associated with your account. You will be considered to have received any email sent to the email address associated with your account at the time we send the email, regardless of whether you actually received the email. To provide us with notice under this Agreement, you must either (1) email us at [info@greptime.com](mailto:info@greptime.com) or (2) send us your notice by certified mail, return receipt requested, to #30 Greptime 440 N. Wolfe Road, Sunnyvale, CA 94085.

**No Waiver; Limitations.** Failure by either party to exercise any right or remedy under this Services Agreement does not signify acceptance of the event giving rise to such right or remedy. To the extent permitted by applicable law, no action, regardless of form, arising out of this Services Agreement may be brought by Company more than one year after the cause of action has accrued.

**Entire Agreement.** This Services Agreement together with the applicable web pages incorporated herein by reference constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly cancelled. Any modifications or waivers of this Services Agreement must be in writing and signed by both parties hereto.