

AMI End User License Agreement

This Agreement provides the terms under which Kurian, Inc licenses its Services to You using a Cloud Provider. **READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING, ACCESSING, LAUNCHING OR OTHERWISE USING THE SERVICES.**

1. Acceptance. BY INSTALLING, ACCESSING, LAUNCHING OR OTHERWISE USING THE SERVICES, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICES. By installing, accessing, launching or otherwise using the Services (including any file, update or instance of the Software and Documentation provided to enable the Services), You agree that this Agreement, together with the Cloud Providers applicable terms of use, will exclusively govern Kurians license and Your use of the Services. Some Software components may be provided separately to You under other licensing terms. In such case, when Software is licensed by You to be used as part of the Services, this Agreement will control in the event of a conflict with such terms (except licensing terms specifically associated with Open Source Software).

If You are accepting this Agreement on behalf of another person, company or other legal entity (whether as an employee, contractor, partner, agent or otherwise), You represent and warrant that You have full authority to bind them to the Agreement terms.

2. Definitions. Capitalized terms are defined as follows:

2.1 Agreement means this contractual agreement between You and Kurian.

2.2 Cloud Provider means Amazon Web Services.

2.3 Cloud Provider Model means the pay-per-use pricing model through which You are entitled by your Cloud Provider to use and access the Services (whether You actually use the Services or not).

2.4 Documentation means the technical and user documentation provided in conjunction with the Software.

2.5 Open Source Software means software provided under license terms in which the Software source code is made available for a licensee to copy, create derivative works and distribute without any fee or cost.

2.6 Services as used herein means the use of the Software and Documentation offered virtually to manage your data in the Cloud Providers public cloud.

2.7 Software means the additional software Kurian added to install, configure and support any Open Source Software as part of the Services and any updates, upgrades or patches provided to you by Kurian at its discretion or otherwise in connection with Support terms and entitlements.

2.8 Kurian means collectively Kurian, Inc. and its affiliates, and

2.9 You means you (and the person, company or other legal entity you represent).

3. License to Use Services. Subject to the terms of this Agreement and your compliance with the Cloud Providers terms and in consideration of You paying the license fees set out on the Cloud Providers site, Kurian authorizes You, and You accept, a personal, non-exclusive, worldwide, limited, non-transferable, non-assignable and terminable right to access, execute and use the Services (including downloading and installing certain Software updates and components to your device to enable the Services) for Your internal business purposes. Your license does not extend to your affiliates. The Kurian Services and your associated access are licensed on a Cloud Provider Model basis. **THE SERVICES ARE COPYRIGHTED AND LICENSED (NOT SOLD)**. Kurian has no obligation to deliver Software to you and this Agreement does not entitle you to use the Services separate from the Cloud Providers platform. Except as expressly licensed under this Agreement, all rights are reserved by Kurian and its licensors and suppliers.

4. Use Restrictions. Except as expressly and unambiguously permitted by this Agreement, and in addition to the restrictions above in Section 3, You shall not, nor shall You allow any third party to:

a) reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code or structure, sequence and organization of any Services component except and only to the extent required for interoperability purposes under applicable laws or as expressly permitted in applicable Open Source Software licenses;

b) use the Services or any component thereof in a manner not permitted by Cloud Provider, including use in a data center without use in connection with the Cloud Providers platform and services;

c) remove or conceal any product identification, copyright, proprietary, patent or other notices in any Software and Documentation that is accessible or otherwise in your possession in connection with the use of the Services;

- d) assign, sublicense or otherwise transfer, in whole or in part, the Services or components or licenses thereof to another party;
- e) use the Services to perform services for third parties in a service bureau, managed services, commercial hosting services or similar environment;
- f) use the Services in excess of any limitations (i.e. user limits) or time period permitted by the Cloud Provider Model (and Cloud Provider may shut off Your access should a breach of such limits be detected);
- g) modify, adapt or create a derivative work of any or all components of the Services;
- h) integrate, incorporate or bundle the Services into any other software or hardware without receiving the prior written consent of Kurian;
- i) publish or provide any benchmark or comparison test results of the Services or any of its individual components;
- j) publish reviews of the Software without the prior consent of Kurian; and
- k) use the Services to provide, re-sell or lease or in any other way allow a third party to use the Services.

5. You agree to permit audit(s) by Kurian or its suppliers or licensors to confirm Your compliance with this Agreement.

6. Support. You agree that if you require support you will contact Kurian for information on collaborative Kurian and Services user support and technical information via Kurians site. The support available is limited to the published features of the Service and it doesnt cover the application features of Open-Source Software bundled with it.

7. Intellectual Property Rights And Protection. The Services are licensed and not sold. You acknowledge and agree that the Services and the underlying technology are proprietary products of Kurian protected under U.S. copyrights law and other applicable laws. You further acknowledge and agree that all right, title, and interest in and to the Services, including associated intellectual property rights, is and shall remain the sole property of Kurian. This License Agreement does not convey to You an interest in or to the Services, but only a limited right of use, revocable in accordance with the terms of this Agreement. You must maintain all copyright and other any other proprietary notices on the Services and must reproduce such notices exactly on all permitted copies of the Services.

8. High Risk Activities. You acknowledge that the Services are not fault tolerant and is not designed, manufactured, or intended for use or resale for use in hazardous or high risk environments and activities requiring fail-safe performance (such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems) in which the failure of the Services could lead directly to death, personal injury, or severe physical or environmental damage, and you agree not to use or allow the use of the Services or any of the Services components for, or in connection with, any such environment or activity.

9. Warranty. THE SERVICES AND ITS COMPONENTS (INCLUDING SOFTWARE AND DOCUMENTATION) ARE PROVIDED AS IS AND WITHOUT WARRANTY OF ANY KIND. YOU ASSUME ALL RISKS ASSOCIATED WITH USE OF THE SERVICES TOGETHER WITH THE CLOUD PROVIDERS ASSOCIATED SERVICES OR PRODUCTS, INCLUDING BUT NOT LIMITED TO DATA LOSS OR DATA BREACH. Kurian MAKES NO WARRANTY THAT THE SERVICES (INCLUDING SERVICES THAT ARE DEPENDENT ON THE CLOUD PROVIDERS SERVICES OR PRODUCTS) WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE. SHOULD ANY THIRD PARTY (INCLUDING A KURIAN PARTNER, SUPPLIER OR CLOUD PROVIDER) MAKE A GUARANTEE ABOUT THE SERVICES OR SUPPORT IN EXCESS OF THIS AGREEMENT, KURIAN SHALL NOT BE LIABLE FOR ANY SUCH GUARANTEE OR COMMITMENT UNLESS PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND KURIAN THAT IS EXECUTED BY A KURIAN VICE PRESIDENT OR HIGHER. NO OTHER WARRANTY OR REMEDY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. KURIAN SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability. Regardless of the basis of the claim (e.g. contract, tort or statute), the total liability of Kurian and its licensors, under or in connection with this Agreement, shall not exceed the amount actually received by Kurian for the Services or the minimum amounts permitted by applicable laws. Kurian and its licensors are not liable for:

- a) any indirect, incidental, exemplary, special or consequential damages;
- b) loss or corruption of data;

- c) loss of revenues, profits, goodwill or anticipated savings;
- d) procurement of substitute goods and/or services; or
- e) interruption to business; even if it has been advised of the possibility of such claims or damages.

The limitations and exclusions above shall not apply to liability for death or bodily injury caused by negligence, gross negligence, willful misconduct, fraud or any other liability that cannot be excluded under applicable laws. Further, Kurian is not responsible for losses, damages or claims attributable to the Cloud Provider acts, omissions, negligence or intentional acts of any kind in connection with Your use of the Services.

11. Tax. Fees and other charges associated with this Agreement do not include federal, state or local sales, VAT, GST, foreign withholding, use, property, excise, service or similar taxes in most jurisdictions now or in the future, all of which are Your responsibility. If Kurian is required to pay Tax, You must reimburse Kurian for such amounts. You agree to indemnify Kurian for any Tax and related costs, interests and penalties paid or payable to Kurian for Your use of the Services.

12. Term and Termination. This Agreement is effective from when You first install, access, launch or otherwise use the Services until terminated by You or by Kurian or the Cloud Provider for breach of any applicable term. Upon termination of this Agreement, all rights to use the Services cease and You shall, at Kurians request, promptly return or destroy all copies of the Software and Documentation in Your possession or under Your control. Sections 1, 2, 4, and 6 through 16 (as well as any defined terms, technology use restrictions or your provided consents) shall survive termination of this Agreement.

13. Software Copyright Information And Notices. Software copyright information and other related Open Source Software details are included as part of notices in the Documentation or other documentation published by Kurian.

14. U.S. Government Regulations. Software and Documentation license rights granted to governments and other public sector entities include only those rights customarily provided to commercial end-user customers. In particular, Kurian provides the licenses for Software and Documentation in this Agreement to the U.S. federal government pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and for the Department of Defense pursuant to DFARS 252.227-7015 (Technical Data -- Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

