

## LAKEFS ENVIRONMENT

### TERMS OF SERVICES

These terms of service (the “**Terms**” or “**Agreement**”) govern the use of Services (as defined below) by the customer as identified in the purchase order (“**PO**”) executed between Treeverse, Inc., a Delaware corporation and its affiliates (the “**Company**”, “**we,**” or “**us**”) and you (the “**Customer**” or “**you**”) (the “**Effective Date**”). By using the Services, you agree to be bound by these Terms. In case you are entering into this Agreement on behalf of another legal entity, such other legal entity shall be considered the Customer, and you represent that you have the power and authority to execute this Agreement for such entity, you have read and understand this Agreement, and you agree, on behalf of Customer, to this Agreement. This Agreement is applicable whether Services are accessed through the Company’s Domain at, <https://lakefscloud.io> (the “**Domain**”), or otherwise, and shall be effective as of the earlier of the effective date set forth in the PO or the date on which you first access or use the Services (the “**Effective Date**”). This Agreement shall be an integral part of the PO, setting forth the terms and conditions upon which Company shall render the Services. Each of Company or Customer shall be referred as a “**Party**” and together the “**Parties**”. Company may change these Terms by posting new terms, such terms shall be effective with respect of each Customer immediately once posted, and the Customer’s continued use of the Services after the last revised date will constitute acceptance of, and Agreement to be bound by those changes. If you do not agree to the new terms, you should not use and are free to discontinue using the Services.

#### **1. General**

This Agreement governs the User’s use of the “LakeFS” environment, a unique SaaS solution offered by the Company which provides data versioning and lifecycle management services on top of Amazon AWS (or such other third party hosting providers requested by the Customer and supported by Company at the time of execution of the PO), which shall include certain functionality plugins set forth in **Exhibit A** attached hereto, and certain other plugins may be added from time to time by the Company (together, the “**Services**”), during the period defined in the PO in which the Customer has the authority to utilize the Services, commencing on the Effective Date until expiration or termination of such term in accordance with this Agreement (the “**Subscription Period**”). Company shall provide to Customer, during the Subscription Period support services with respect to the Services as set forth in the Company’s support terms attached hereto as **Exhibit B** (the “**Support**”). The Support is applicable to the Services provided under this Agreement only and is not applicable to any other services or any third-party services.

#### **2. Grant of Rights**

- 2.1. Subject to the terms of this Agreement and the Company’s privacy policy in the form attached hereto as **Exhibit C**, (the “**Privacy Policy**”), Company hereby grants to Customer, solely for its internal business operations, a limited, non-exclusive, non-transferable, non-sub-licensable, revocable right during the applicable Subscription Period (as defined below) to access and use the Services at a dedicated environment to such Customer.
- 2.2. Customer and its End Users’ are not permitted (and shall not assist or authorize any others) to: (a) copy, reproduce, modify, create derivative works from, or download, all or any portion of the Services (including without limitation trademarks, service marks and logos contained in the Services (“**Marks**”); (b) decompile, reverse engineer or otherwise attempt to discover any source code from all or any part of the Services; (c) sell, rent, license, transfer or otherwise commercially exploit or dispose of the Services; (d) obtain unauthorized access to the Services; (e) use the Services for advertising, solicitation, sale or dissemination of unsolicited messages or notices; (f) use the Services in order to create or disseminate any viruses, worms, trojan horses or other malicious

software; (g) use or launch any data mining or any similar data gathering and extraction tools, in connection with the Services; (h) use the Services in any manner that damages, disables, overburdens, or impairs the Services, Company's systems or servers, or the infrastructure on which the Services operate; (i) use the Services, or otherwise make available through the Services, any unlawful, harmful, threatening, defamatory, discriminatory, offensive, obscene, infringing, and/or harassing content; (j) use the Services to infringe any right of the Company or of any third party; (k) use the Services in violation of any applicable laws and regulations; (l) attempt to bypass any registration processes on the Services or any of the Services' security and traffic management devices; and/or (m) attempt any of the foregoing.

### **3. Customer's Obligations**

- 3.1. Without derogating from any other obligation of the Customer pursuant to this Agreement, the Customer is responsible to: (a) meet any technical requirements for use of the Services, including without limitation, the requirements to maintain adequate operating system Customer's own hosted cloud account (the "**Customer Cloud Account**"), which is hosted or maintained by third parties hosting services supported by Company, and network infrastructure, all as may be specified herein or in the Services' documentation from time to time (Customer acknowledges that the Services may otherwise not be available, or may not operate properly); (b) ensure, that all settings and technical requirements in the Customer Cloud Account are properly defined with all details, access, policies and permissions required by Company to facilitate the rendering of the Services, and grant Company with the required authorizations to access, use and interface with such Customer Cloud Account, solely for the purpose of providing the Services, and solely during the Subscription Period, and (c) comply with all applicable laws in Customer's use of the Services, including those related to data privacy, export control, international communications and the transmission of technical or personal data. Customer shall promptly notify Company of any breach of this Agreement of which it becomes aware.
- 3.2. Customer shall be permitted to provide access rights to its End Users only. Customer shall be fully responsible and liable for any use of the Services by it or its End Users. "End Users" means the Customer's personal who are permitted by Customer to use the Services. For the avoidance of doubt, without derogating of Sections 9 and 10 below, the Company cannot control or verify to whom an access is provided by Customer and/or End User and that such person is an End User, and any action or inaction by Customer, End User or other party the Customer or End User provided access to which is not an End User, are at Customer own risk, and Customer will be solely responsible and liable for any resulting consequences.
- 3.3. Customer acknowledges and agrees certain part of the Services is provided from or hosted in Company's own hosted cloud account (the "**Company Cloud Account**") which is hosted or maintained by third parties hosting services and controlled by Company. The Services shall interact with the Customer object storage located on Customer's Cloud Account, pursuant to the terms of Section 4 below. Company shall maintain internal industry standard organizational administrative, and technical measures, and security procedures to safeguard and ensure the confidentiality and integrity of the Company Cloud Account, its access to Customer Cloud Account, Customer Metadata (defined below), and to protect such account and from any accidental or unauthorized acquisition, access, disclosure, duplication, use, modification, or loss, provided that any breach of confidentiality or security obligations (or equivalent in terms) by the third party hosting services provider of the Company Cloud Account shall not be considered a breach of the Company's obligations under this Agreement. For the purpose of this Agreement "**Customer Metadata**" shall mean metadata about the Customer Data generated by the Services, including without limitation lists of object names designated by the Customer and End Users (names of data files including their full path), size in bytes of every Customer Data file, a last-modified date for Customer Data files,

location of every Customer Data file in Customer Cloud Account and information about End Users, groups and their access policies to the Services.

#### **4. Customer Data**

- 4.1. Customer represents and warrants that it has the adequate rights for (a) the submission of all data and content submitted by it and its End Users through the Services in accordance with the terms of this Agreement, including without limitation any identifying or non-identifying information related to such Customer or third parties (such as, without limitation, any information of affiliated users within Customer's organization which has been submitted by Customer or third parties information) including Customer Metadata (as defined above) ("**Customer Data**") and for (b) any use or transfer hereunder to be made with respect to such Customer Data, including the right to grant the Company with right to access, process and use Customer Metadata pursuant to the terms hereof. Customer shall have the exclusive responsibility and liability for Customer Data and any of its own and its End Users' acts or omissions in respect thereof through the Services, including without limitation, for the legality, reliability, authenticity, integrity, accuracy, and completeness thereof.
- 4.2. Customer represents and warrants that Customer Metadata shall not (a) be unlawfully threatening or unlawfully harassing, harmful, abusive, vulgar, promote violence, racial hatred terrorism or illegal acts; (b) be fraudulent or involve the sale of illegal, counterfeit, stolen items or items which violate the Terms in any way; (c) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity; (d) violate any law, local, state, federal or international law, statute, ordinance or regulation, (e) constitutes patient, medical or other information related to an individual's physical or mental health, or the provision of or payment for health care, whether that information is regulated by the Health Insurance Portability and Accountability Act, as amended and supplemented, and the regulations thereunder (collectively, "**HIPAA**"), or any similar federal, state, or local laws, rules, or regulations; (f) contain software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Domain or the Services; and (g) lead the Company to violate any applicable law, statute, ordinance or regulation, or these Terms.
- 4.3. For the use of LakeFS Gateway (if applicable) Customer gives its consent to Company, and grants Company with a worldwide, non-sublicensable, non-transferable, royalty-free, limited and non-exclusive license, during the Subscription Period and solely for the purpose of performing its obligations under this Agreement, to access Customer Data submitted through the Services, and generate, store and access Customer Metadata in the Company Cloud Account. Company may also, during the Term and thereafter, compile anonymized de-identified statistical information and insights related to the Services (which shall not include Customer Data or Customer Metadata), its performance or its use, and use of such statistical information and insights, including public use, all in aggregated non identifying form. It is clarified that the Company may only store Customer Metadata in the Customer Cloud Account, the Company Cloud Account and/or Company's servers, and not any Customer Data which is not Customer Metadata, which will be stored in Customer Cloud Account only, and Customer shall have the exclusive responsibility for Customer Data storage and backup.

For the use of LakeFS Client (if applicable) Customer gives its consent to Company, and grants Company with a worldwide, non-sublicensable, non-transferable, royalty-free, limited and non-exclusive license, during the Subscription Period and solely for the purpose of performing its obligations under this Agreement, to generate, store and access Customer Metadata in the Company Cloud Account, and to use such Customer Metadata solely for the purpose of performing

its obligations under this Agreement during the Term. Company may also, during the Term and thereafter, compile anonymized de-identified statistical information and insights related to the Services (while keeping the terms and details of this Agreement confidential), its performance or its use, and use of such statistical information and insights, including public use, all in aggregated non identifying form. It is clarified that the Company shall transfer and store only Customer Metadata in the Company Cloud Account. Any Customer Data which is not processed Customer Metadata, will be stored in Customer's Cloud Account only and Customer shall have the exclusive control over such Customer Data, including storage and backup. Notwithstanding any other term in this Agreement, access to Customer Data is solely granted for generating of Customer Metadata, and nothing in this Agreement permits Company to access the underlying Customer Data or introspect the contents of Customer Data without the specific written approval of the Customer.

- 4.4. Company shall not use and display Customer's name, designated trademarks and associated logos (the "**Customer Marks**") without Customer's prior written consent. If approved, any use of Customer Marks must be in accordance with Customer's branding guidelines and other reasonable instructions of Customer. In the event of termination or expiration of this Agreement Company shall cease all use of any Customer Marks. All goodwill and improved reputation generated by Company's use of the Customer Marks inures to the exclusive benefit of Customer.

## **5. Confidentiality**

- 5.1. Each Party may be provided with, given access to, or exposed to, Confidential Information of the other Party in connection with this Agreement. "**Confidential Information**" shall mean any information and data which should reasonably be assumed to be of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, pricing, operating, performance, cost, and business information, and all record bearing media containing or disclosing such information, which is disclosed or made available by one party to the other party pursuant to this Agreement. Without derogating from the generality of the foregoing, Confidential Information of the Company shall include the Marks, all non-public details, specifications, computer software and other information related to the Services, and the results of any performance tests of the Services and any output of the Services (excluding any Customer Data or Customer Metadata reflected in such output, as applicable), and Confidential Information of the Customer shall include the Customer Data, Customer Metadata and any other information provided by Customer in the course of using the Services, and any personal data and other information (if any) which Company gains access to in the course of providing the Services.
- 5.2. Notwithstanding the above, Confidential Information shall not however include any information that: (a) is or becomes publicly known other than through any act or omission of the receiving Party; (b) was in the receiving Party's lawful possession before the disclosure (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure.
- 5.3. Each Party shall hold the other Party's Confidential Information in strict confidence, shall not disclose or make such Confidential Information available to any third party other than as permitted herein or in the Privacy Policy, and shall not use such Confidential Information for any purpose other than for performing its obligations under this Agreement or as permitted in the Privacy Policy. Except for the limited use of Confidential Information and such other information and material authorised and approved by the disclosing Party as provided for herein, no license or other rights to such Confidential Information and other information or material is granted or implied hereby. Notwithstanding anything to the contrary herein, either Party may disclose Confidential Information of the other Party if compelled to do so by a court or authority of competent jurisdiction, provided it provides the other Party, to the extent legally permissible, reasonable notice of such disclosure

and opportunity to attain a protective order or other remedy.

- 5.4. Each Party shall be entitled to disclose the other Party's Confidential Information only to its officers, directors, employees and consultants ("**Representatives**"), on a need to know basis, provided that such Representatives are bound by confidentiality obligations at least as strict as those of this Agreement, and provided further that such Party shall be responsible for and liable to any non-compliance with the requirements of this Agreement by such Representatives.

## **6. Proprietary Rights**

- 6.1. Company retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property (whether registered or unregistered) in and to the Marks, the Services, the technology underlying the Services, any improvements, updates, upgrades, error-corrections or other modifications thereto made available by Company, any documentation of the Services made available by Company, and any derivative work based on any of the foregoing, including and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or on Customer's behalf relating to the Services. Except for the limited rights expressly granted to Customer hereunder, this Agreement does not grant Customer any rights to Company's intellectual property (including without limitation in any of the aforementioned items).
- 6.2. As between the Parties, Customer retains all right, title and interest, including without limitation all patents, copyrights, trade secrets, trademarks, and any other intellectual property (whether registered or unregistered) to the Customer Data, Customer Metadata and Customer Marks.

## **7. Third Party Services**

- 7.1. Customer acknowledges that the Company utilizes certain third party services in order to make its own Services available, such as, without limitation, providers of hosting services for storage of certain Customer Metadata on external servers controlled by such third party providers, and that the continuing availability and access to the Services may be dependent on the continuing availability to Company of the applicable Third Party Services.
- 7.2. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL OR OPERATE THE THIRD-PARTY SERVICES, AND THAT COMPANY SHALL HAVE NO LIABILITY WHATSOEVER HEREUNDER WITH RESPECT TO OR IN CONNECTION WITH ANY THIRD PARTY SERVICES, OR WITH RESPECT TO ANY WEBSITE OR APPLICATION OF A THIRD PARTY TO WHICH THE SERVICES LINK OR REFER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE USE BY PROVIDERS OF THIRD PARTY SERVICES OF CUSTOMER DATA).
- 7.3. The Company may, from time to time, at its sole discretion add or remove links and references to websites and applications of others. These links are provided solely as a convenience to you, and access to any such websites or applications is at your own risk. The Company encourages you to be aware when you leave the Services, and to read the terms and conditions and privacy policy of each other website and applications that you visit. The Company does not review, approve, monitor, endorse, warrant, or make any representations with respect to such websites or applications. In no event will the Company be responsible for the information contained in, transmissions received from, or your use of or inability to use, such websites or applications, or their practices.

## **8. Billing; Payment Terms; Taxes.**

- 8.1. All POs are subject to these Terms. Customer's use of the Services is subject to the full and timely

payment of fees and other payments identified in the PO or herein (the "Fees"). Unless expressly stated otherwise in the applicable PO: (i) Fees are invoiced and paid annually in advance and are non-refundable and non-cancellable; (ii) invoice shall be issued and delivered to the Customer digitally as soon as practicable following the earlier of the Effective Date or the execution date of the PO; (iii) payment of invoices is due within no later than 30 days from date of invoice; (iv) payments shall be made in U.S. Dollars. Customer may use a licenses capacity in an amount, terms or parameters which exceed the amount, terms or parameters set in the applicable PO subject to the payment terms set in the PO.

Without derogate from the foregoing, Customer shall reimburse the Company for direct network traffic expenses in excess of \$1,000 per month incurred by the Company in connection with the transfer of Customer Metadata from the Company Cloud Account in accordance with the terms hereof ("**Networking Costs**"). Customer will be issued with invoices for such Networking Costs in accordance with the terms described in the applicable PO, or if no such terms are specified in the PO, at the end of the quarter in which they are incurred.

- 8.2. If Customer's purchase of the Services was made via Amazon Web Services marketplace or another cloud provider's marketplace (such as Microsoft Azure, Google Cloud Platform (GCP) etc.), then the payment process applicable to such cloud provider's marketplace purchases shall supersede the payment terms set forth herein, to the extent inconsistent.
- 8.3. Late payments shall bear interest at the rate of 3% per month (or the highest rate permitted by applicable law, if less) from the payment due date until paid in full. Customer will be responsible for all expenses (including reasonable attorneys' fees) incurred by Company in collecting such late payments amounts. All Fees payable by Customer are net amounts payable to Company and are exclusive of indirect taxes including without limitations, all federal, state and local excise, sales, use, value-added, occupational, levies, assessments, import duties and other taxes which may be imposed by any governmental or tax entity in connection with any transaction contemplated by this Agreement and/or the PO (excluding any taxes assessed against Company's net income) ("Taxes"). It is hereby clarified that Customer shall be fully responsible to pay any and all Taxes even if not stated in the relevant invoice, and Customer shall not be entitled to withhold or deduct any taxes of whatever nature now or hereafter imposed (including without limitation to any government or tax authority) from the Fees or any other payment to Company.

## **9. Disclaimer**

- 9.1. THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUBMISSION OF CUSTOMER DATA BY CUSTOMER OR OTHERS DOES NOT IMPLY ENDORSEMENT BY US OF THE CUSTOMER DATA. WITHOUT LIMITING THE ABOVE, WE MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO (I) THE SERVICES MEETING YOUR REQUIREMENTS, OR BEING UNINTERRUPTED, CONTINUOUS, TIMELY, SECURE, OR ERROR OR VIRUS FREE; (II) WHETHER YOUR USE OF THE SERVICES, THE CUSTOMER DATA OR CUSTOMER METADATA WILL GENERATE ANY RESULTS OR CONSEQUENCES, NOR IN TERMS OF THE CORRECTNESS, COMPLETENESS, AVAILABILITY, ACCURACY, RELIABILITY OR OTHERWISE, OR IN CONNECTION WITH SUBMISSIONS OR PREVENTION OF UNAUTHORIZED ACCESS, SHARING OR DOWNLOAD OF CUSTOMER DATA OR CUSTOMER METADATA; OR (III) YOUR USE OF THE SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION.

YOUR USE OF THE SERVICES TRANSFER OF CUSTOMER DATA OR STORAGE OF CUSTOMER METADATA, AND ANY ACTION OR INACTION BY END USERS OF THE SERVICE, ARE AT CUSTOMER

OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING CONSEQUENCES.

9.2. CUSTOMER ALSO ACKNOWLEDGES THAT THE SERVICES RELY ON THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, AND THAT THE SERVICES MAY BE FURTHER SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS NETWORK AND FACILITIES. THE COMPANY CANNOT MAKE ANY GUARANTEE AND WILL NOT BE HELD LIABLE FOR ANY SERVICE DISRUPTIONS, WHETHER TEMPORARY OR NOT.

#### **10. Limitation of Liability and Indemnification**

10.1. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE, WHETHER IN TORT, CONTRACT, OR ANY OTHER THEORY OF LAW, FOR ANY SPECIAL, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF BUSINESS, CORRUPTION OF DATA OR INFORMATION, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT AND/OR THE SERVICES, EVEN IF THE COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

10.2. OTHER IN CONNECTION COMPANY'S WILLFUL MISCONDUCT OR FRAUD OR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LAW, FOR ALL DAMAGES IN CONNECTION TO THIS AGREEMENT AND/OR THE SERVICES EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER TO COMPANY DURING THE PERIOD OF THE 6 MONTHS PRECEDING THE DATE OF THE CLAIM.

10.3. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

10.4. Any claim or cause of action arising out of or related to use of the Services or to the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.

10.5. Customer agrees to defend, indemnify and hold harmless the Company, including its Representatives, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) Customer and End Users' use or misuse of the Services; (ii) Customer and End Users' (including User's Data) violation of these Terms or breach of any applicable laws; (iii) Customer and End Users' violation of any third party rights, including without limitation any intellectual property rights or privacy rights; and/or (iv) any damage of any sort, whether direct, indirect, special or consequential, Customer and End Users' may cause to any third party in connection with the Services. It is hereby clarified that this defense and indemnification obligation will survive these Terms.

10.6. Company agrees to defend, indemnify and hold harmless the Customer, including its End Users, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) finally awarded by a court of competent jurisdiction or settled against Customer pursuant to a third party claim arising from: (i) a claim that any part of the Services constitutes an infringement of a patent, trademark or copyright owned by such party; or (ii) Company's violation of any third party rights, including without limitation any intellectual property rights or privacy rights. If an allegation of infringement of any intellectual

property rights with respect to the Services, or any part thereof is made, or in Company's opinion is likely to be made, Company may at its own expense and at Company's option: (1) procure for Customer the right to continue to use the Services, or (2) modify the Services so they become or remain non-infringing, or (3) terminate the License and the Agreement and refund a portion of the Fee, on a pro-rated basis based on the portion of the Term remaining after the date of termination.

10.7. Without derogating from the foregoing, the indemnifying party reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification by the indemnifying party, which will not excuse the indemnifying party's indemnity obligations hereunder and in which event the indemnified party will fully cooperate with the indemnifying party in asserting any available defense. Each indemnifying party agrees not to settle any matter subject to an indemnification by the indemnifying party without first obtaining the indemnified party's prior express written approval (which shall not be unreasonably withheld).

10.8. A party's obligations set forth in this Section 10 shall not apply to the extent that the conduct giving rise to indemnification is caused solely by the indemnified party.

## **11. Term and Termination**

11.1. This Agreement shall commence on the Effective Date and shall continue until the lapse of the of the last effective PO, unless terminated in accordance with this Agreement (the "**Term**").

11.2. PO shall automatically expire upon the lapse of the applicable Subscription Period, unless renewed by mutual written consent of the parties and the Fees with respect thereto have been timely paid for by the Customer. Customer acknowledges and agrees that renewals by entering a new PO or extensions of the existing PO shall be Customer's responsibility.

11.3. Without derogating from any other right or remedy that Company may have by law, equity, this Agreement or otherwise, Company may, in its sole discretion and without notice or liability to Customer or any third party, refuse Services or terminate the Services at any time, and may immediately suspend or terminate Customer's account (if any) and block any and all access to and use of the Services (or any portion thereof. in the event that Customer or its End Users have violated this Agreement or an infringement of the rights of others or any applicable laws or regulations.

11.4. Upon termination or expiration of this Agreement, for any reason whatsoever, all rights granted to Customer under this Agreement shall immediately terminate and Customer shall immediately cease any use of the Services. Customer acknowledges that following termination of the Agreement, the Customer Metadata will be immediately erased without any prior notification by the Company (and without any liability in connection therewith by the Company), and will no longer be available to Customer through the Services or otherwise made available to it by the Company. Notwithstanding the foregoing, the Company may continue to use the anonymized de-identified statistical information and insights related to the Services (which shall not include Customer Data or Customer Metadata) as set forth in Section 4.3 to further develop the Company's products and services.

11.5. Any provision that by its nature is intended to survive termination or expiration, including without limitation Sections 3, 5, 6, 9, 10 and 13 of this Agreement, shall survive and not be affected by the termination of this Agreement.

11.6. Company may be required and shall have the right to suspend Customer's access to the Services, for scheduled maintenance where Company shall provide the Customer with a 30 days' prior notice

of such scheduled maintenance, or for unscheduled maintenance, in which case, Company shall provide the Customer with a notice as soon as practicable under the relevant circumstances. Company shall exert best commercial efforts to ensure that any suspension of Services shall be limited to the minimal duration required. Any suspension of Customer's access to the Services pursuant to this section shall not be considered as Company's breach of this Agreement.

## **12. Advertisement**

By approving this Agreement, Customer also approves receipt from Company of instructional, advertisement, and promotional materials with respect to the Services through any media. Customers may revoke their consent in the manner specified in each correspondence or by notifying Company of their revocation at the following e-mail address: [[support@treeverse.io](mailto:support@treeverse.io)].

## **13. Miscellaneous**

- 13.1. The headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of the terms and provisions of this Agreement.
- 13.2. This Agreement constitutes the entire agreement between the parties regarding the use of the Services, and supersedes any previous arrangement, understanding or agreement between the parties, written or oral, relating thereto.
- 13.3. No modification to this Agreement, nor any waiver of any rights, will be effective unless made in writing and signed by the applicable party.
- 13.4. Neither party's waiver of any breach or default of any provision of this Agreement shall constitute a waiver of other provisions or any other right hereunder, or a waiver of any subsequent breach or default.
- 13.5. Unless expressly provided otherwise herein, all remedies hereunder are cumulative and do not exclude any other remedies available by law.
- 13.6. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.
- 13.7. This Agreement does not confer any rights on any third party.
- 13.8. The parties expressly agree that they are independent contractors; and nothing in this Agreement is intended to or shall be interpreted to create a partnership or a joint venture between the parties, or authorize either party to act as agent for the other.
- 13.9. Customer shall not, without the prior written consent of the Company, assign this Agreement and/or any of its rights or obligations hereunder, and any unauthorized assignment shall be null and void. The Company may, at any time, freely assign, or sub-contract any or all of its rights or obligations under this Agreement in connection with the sale of all or substantially all of its share capital or assets.
- 13.10. Any disputes or claims arising out of or in connection with this Agreement and/or the Services, will be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of law principles. The parties irrevocably agree that the competent courts of New Castle County, Delaware shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement and/or the Services.

- 13.11. Any required or permitted notices hereunder must be given in writing (a) if to the Company, by e-mail to the following address: [support@treeverse.io](mailto:support@treeverse.io) by certified mail; and (b) if to Customer by e-mail to the e-mail address with which Customer registered for the Services. Notices will be deemed given within 1 business day from the delivery date if sent by e-mail.
- 13.12. The Parties hereto consent to the execution of the PO by electronic signatures and agree that such signatures shall be treated, for purpose of validity, enforceability and admissibility the same as hand-written signatures.

**13.13. Digital Millennium Copyright Act – Copyright Protection Notice.**

13.13.1. The Company respects the rights of copyright owners and expects our users to the same. If you are a copyright work owner or an agent thereof, and you believe any content submitted to and hosted on the Service infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“**DCMA**”), or any similar applicable laws for copyright protection by providing the Company’s Designated Copyright Agent with the following information in writing (“**Notice**”):

13.13.1.1.sufficient details to enable identification of the copyrighted work that has been allegedly infringed, if multiple copyrighted works are claimed to be infringed, a representative list of such works;

13.13.1.2.a description of where the content that you claim is infringing is located on the Company’s Services;

13.13.1.3.your contact information at which you may be contacted (for example, your address, telephone number, and email address);

13.13.1.4.a statement that you have a good faith belief that the use of the content identified in the Notice is not authorized by the copyright owner, its agent, or the law; and

13.13.1.5.a statement, under penalty of perjury, that the information in the Notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed.

13.13.1.6.the physical or electronic signature of the owner of the allegedly infringed copyrighted work or any person authorized to act on behalf of such owner;

13.13.2. Following receipt of your Notice, the Company will take whatever action, in its sole discretion, as it deems appropriate, including removal of the challenged content from the Service. The Company may ask you to provide further or supplemental information, prior to removing any content, as it deems necessary to comply with the provisions of the DMCA.

13.13.3. It is the Company’s policy to respond only to Notices of alleged infringement that comply with the provisions of this section.

13.13.4. The Company’s Designated Copyright Agent for notices of claims of copyright infringement may be reached as follows:

Attention: Copyright Agent, Treeverse Inc.; OR by electronic mail at: [support@treeverse.io](mailto:support@treeverse.io)

reserved.

**Exhibit A**

**Exhibit B**  
**SUPPORT TERMS**

**1. DEFINITIONS**

In this SLA, any capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Agreement. Without derogating from the foregoing, the following terms shall have the definitions ascribed to them below, unless the context requires otherwise or unless stated explicitly otherwise:

“**Excluded Issues**” means any of the following matters which are not covered by this SLA and with respect thereof the Company is not obligated to provide the Support Services: (i) problems attributed to the Customer’s own systems; (ii) problem caused by modifications or alterations to the Solution not made or authorized by Company; (iii) reasons beyond the reasonable control of the Company, such as an event of force majeure; (iv) any problem resulting from the combination of the Solution with other programming or use of equipment to the extent such combination has not been recommended by Company in writing; (v) Customer's misuse or improper use of the Solution or its failure to comply with any obligation that affects the performance of Solution and to operate in accordance with its documentation of the Company; (vi) any act or omission of the Customer or of any third party acting on its behalf including repair, maintenance or modification by Customer or anyone on its behalf.

“**Solution**” means the Company’s SaaS solution offered by the Company which provides data versioning and lifecycle management services, provided under the Agreement as described in the PO.

“**Support Services**” means the technical support and problem resolution services as set forth in this SLA.

**2. Technical Support & Problem Resolution.**

- 2.1. Technical Support. Subject to the payment of the Fees pursuant to the terms of the Agreement, during the Term of the Agreement the Company will provide the Customer with 24/7 Solution support via Slack based support for technical assistance and remediation of problems and issues as further described below. For general advice the Company will also be available via: (i) email at [support@treeverse.io](mailto:support@treeverse.io) Monday through Friday (“**Business Day**”). Support Services shall be provided by experienced and qualified person, who has been trained by the Company, as its technical point of contact.
- 2.2. Problem Resolution. Upon receipt from the Customer of a report of a problem or issue related to the Solution and subject to the conditions set forth in Section 3 hereof, the Company will use commercial reasonable efforts to address such problem, excluding the Excluded Issues, in accordance with the following table (Response Times):

Critical	The system is severely impacted that the customer cannot reasonably continue production work. Affecting customer's ability to perform its business, impacting revenue.
Standard	Previously working Important product features are unavailable with no acceptable workaround.
Minor	Product features are unavailable, but a workaround exists, and most Solution functions are still useable.

		Bronze	Gold	Platinum
Availability		NA	9-5, Monday to Friday	24X7X365 (For Sev1 Issues)
Customer support portal		✓	✓	✓
Email Support		✓	✓	✓
Dedicated Chat			✓	✓
Time To first response	Critical	24 hours	6 hours	1 hour
	Standard		12 hours	8 hours
	Minor		24 hours	24 hours
Continuous Upgrades		✓	✓	✓
Onboarding		✓	✓	✓
Quarterly Technical Reviews				✓
Cost		Included in Cloud & Enterprise	* Contact Sales	

Customer acknowledges that despite the above SLA definitions, certain corrections required to solve complex Solution issues may require substantial effort to design and implement. The Company will in such cases inform the Customer immediately upon determining the nature of such a required correction and the estimated timeline for resolution.

**3. Conditions to Receipt of Support Services.** In order for the Customer to obtain from Company the Support Services, Customer shall fulfill the following obligations:

- 3.1. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to obtain from Company the Support Services set forth above.

3.2. Customer will allow the Company's personnel with remote access to the systems of the Customer, as may be reasonably required by the Company in order to provide the Support Services set out under this SLA, and designate personnel with suitable training to collaborate with Company on fixing a problem hereunder. If a remote access is required to a resolution of a problem the provision of a workaround shall be conditional upon the provision of remote access, as set out above, and any delay in providing such access shall accordingly delay the resolution of such problem.

3.3. Customer shall provide Company all information reasonably available to Customer that is necessary for diagnosis, in an advanced agreed upon format, of problems within the response times set forth above or otherwise reasonably designated by Company. Customer

acknowledges that if it does not comply with this condition, or if erroneous or inadequate information is provided, then Company cannot be held accountable for delays in, or improper performance of, the Company Support Services. Under no circumstances does Company warrant or represent that all problems can or will be corrected.