IGUAZIO END USER LICENSE AGREEMENT

v1.0

THIS END USER LICENSE AGREEMENT (THIS "**AGREEMENT**") IS A BINDING AGREEMENT. BY CLICKING "ACCEPT" OR USING THE PLATFORM OR SOFTWARE THAT IS THE SUBJECT OF THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT AND DO NOT INSTALL OR USE THE PLATFORM.

IGUAZIO MAY MODIFY THIS AGREEMENT FROM TIME TO TIME. IGUAZIO WILL PROVIDE YOU WITH WRITTEN NOTICE OF MATERIAL CHANGES TO THIS AGREEMENT. YOUR CONTINUED USE OF THE PLATFORM OR SOFTWARE FOLLOWING SUCH CHANGE SHALL BE DEEMED AS YOUR CONSENT TO ANY SUCH MODIFICATIONS.

1.   **License**. Iguazio ("**Licensor**") provides the Iguazio Data Platform (the "**Platform**") which includes proprietary software, algorithms and documentation (collectively, the "**Software**"). Subject to the terms and conditions of this Agreement, including payment of all amounts due including pursuant to a separate quotation or agreement between the parties (a "**Quotation**"), Licensor hereby grants you (the "User") a non-exclusive, non-transferable, non-sublicensable, license to use the Software, solely in executable code form as necessary for you to operate the Platform in accordance with applicable documentation. Licensor grants no rights in any source code. Licensor may provide updates, upgrades and new releases available for download and installation by you ("**Upgrades**"), and all such Upgrades will be subject to the provisions of this Agreement.

2.   **Restrictions**. Except as expressly permitted hereunder you may not, nor may you assist other parties to (a) copy, modify, or create derivative works of the Platform, Software or parts thereof, (b) distribute, sell or transfer the Platform, Software or parts thereof or sublicense your right to use the Platform or Software, (c) reverse-engineer, disassemble, or attempt to derive the source code or underlying algorithms of the Platform or Software, (d) attempt to disable or circumvent any security or access control mechanism of the Platform or Software, (e) remove any trademarks or notices (including copyright notices) from the Platform or (f) use the Platform or Software to provide services to third parties as part of a timesharing or service bureau arrangement. You may not use the Platform or Software in violation of any applicable law or regulation. To the extent any of the restrictions set forth in this Section are not enforceable under applicable law, you shall inform Licensor in writing in each instance prior to engaging in the activities set forth above.

3.   **Intellectual Property**. You have no ownership rights in the Software or Platform. Rather, you have a license to use the Software as part of the Platform only so long as this Agreement remains in effect. Ownership of the Platform and Software and all intellectual property rights therein shall remain at all times with Licensor or its licensors. No rights are granted hereunder by estoppel or by implication. All rights not granted to you herein are reserved to Licensor or its licensors. Any references to the sale or transfer of the Platform herein or in any other communication between Licensor and you shall mean only the license of the Software pursuant to the terms and conditions of this Agreement. You have no obligation to provide Licensor with any feedback concerning the Platform or Software. Nevertheless, if you provide Licensor with any feedback concerning the Platform or Software, you also provide Licensor with a non-exclusive, perpetual license to make all uses of such feedback without any obligation to you.

4.   **Open Source**. Licensor products and services may include certain software made available under open source licenses (the "**Open Source Software**"). To the extent required by the applicable open source licenses, the terms and conditions of such licenses shall apply to the Open Source Software in lieu of the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement,

Licensor makes no warranties in respect of Open Source Software in excess of the warranties set forth in the applicable open source license itself, and accepts no liability in respect of Open Source Software in excess of the limitation of liability set forth in the applicable open source license. In the event you are entitled to any source code under the terms of any license applicable to Open Source Software, you may contact Iguazio in writing for a copy of such source code.

5.   **Data**. The Software collects certain technical data concerning the routine operation of the Platform (such as, for example, performance, capacity usage, data reduction ratios, configuration data and hardware faults) and may transfer such data to servers of Licensor ("**Data**"). Data does not include any user data stored on the Platform. Licensor will use such Data for diagnostics and to improve the functionality and performance of the Platform and Software. Licensor does not intend that the Data will contain any personal information or information that identifies you. Licensor will not sell or transfer any Data collected from your Platform to third parties. Notwithstanding the foregoing, by analyzing all Data and other information we receive, we may compile aggregate information ("**Aggregate Data**"). We may share Aggregate Data with our partners, pursuant to commercial terms that we determine in our sole discretion. In addition, we may provide any information to third parties, so long as we have removed any information that identifies you or any specific individual or user, such as a name, address or contact information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose Data. We will comply with any applicable law that requires the collection and provision of Data. We may use subcontractors that are located in countries other than your own. We may disclose Data as necessary for us to enforce our agreements and policies, to investigate any claims against Licensor, and to protect the rights and property of Licensor or its agents, employees and customers. We may disclose or transfer Data and information in connection with a sale of all or part of our business, or in the event of an insolvency, bankruptcy, or receivership in which information is transferred to one or more third parties as one of our business assets.

6.   **Confidentiality**. iThe **Licensor** (the "**Disclosing Party**") may disclose to the User (the "**Receiving Party**") certain non-public confidential information regarding the technology and business of the Disclosing Party ("**Confidential Information**"). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except for purposes of using the Platform or Software, exercising its rights hereunder, or in furtherance of the relationship of the parties hereunder. Confidential Information shall not include information that the Receiving Party can show (a) was already lawfully known to or independently developed by the Receiving Party without access to or use of Confidential Information, as shown by contemporary documentary evidence, (b) was received from any third party without any breach of confidentiality restrictions, (c) is publicly and generally available, free of confidentiality restrictions; or (d) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement. The Receiving Party shall restrict disclosure of Confidential Information of the Disclosing Party to those of its employees and independent contractors with a reasonable need to know such information for the purposes of this Agreement and which are bound by written non-disclosure and non-use obligations no less restrictive than those set out herein. All non-public information concerning the Platform and Software, including without limitation all information provided to you or which you may obtain concerning either (i) the technical features and capabilities of the Platform and Software or (ii) the results of any performance, benchmark or other testing of the Platform or Software or (iii) any bugs, errors and defects or (iv) and product documentation and know how, usage recommendations and best practices for the Platform and Software which are non-public, shall be deemed the Confidential Information of Licensor, subject to all non-use and non-disclosure provisions of this Agreement.

7.   **Licensee Warranties**. You represent and warrant that (a) you have all rights necessary to enter into this Agreement and perform your obligations hereunder; (b) nothing contained in this Agreement or in the performance of this Agreement will place you in breach of any other contract or obligation; and (c) you

shall at all times remain in full compliance with all applicable laws and regulations with regard to its performance under this Agreement.

8.   **Pre-Release Products**. Licensor may make available to End User a beta or pre-release version of the hardware and/or Software version or features ("Pre-Release Products"). End User acknowledges that the Pre-Release Products (i) are not at the level of performance or compatibility of final, generally available products; (ii) may not operate correctly; (iii) may not be made available for general release; (iv) may be modified prior to being made generally available; and (v) may not be used in a production environment. End User agrees to notify Licensor of any bugs or problems in the Pre-Release Products.

9.   **Support**. Subject to the terms and conditions of this Agreement and the payment of any applicable fees, Iguazio shall provide you with support and maintenance according to the terms and conditions set forth in the web site, see: www.iguazio.com

10.   **Indemnity.**

    10.1   **Licensor Indemnification**. Licensor shall defend and indemnify you from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys' fees) which you may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party advanced against you claiming that (a) the Platform or Software infringes any copyright, trade secret or patent registered in the United States or European Union or (b) that the Platform or Software collect or use end user data not as disclosed in applicable documentation, to the extent such collect or use violates applicable law. Notwithstanding the foregoing, Licensor shall not have any liability for any claims arising from (i) any hardware provided or manufactured by third parties, (ii) the combination of the Platform or Software with any other third party software, hardware or services, (iii) the use of the Platform or Software not in compliance with applicable documentation, law or this Agreement, or (iv) your failure to install applicable updates and upgrades provided or made available to you by Iguazio.

    10.2   **Licensee Indemnification.** Licensee shall be solely responsible for, and shall defend, indemnify and hold harmless Licensor from and against all losses, liabilities, costs and expenses and damages as incurred by Licensor as a result of any claim, proceeding, or cause of action resulting from or arising out of (i) any modifications, alterations or attachments to any Licensor products or services by Licensee or its agents; (ii) the installation or de-installation of any Licensor products or services by Licensee agents, (iii) any failure to observe applicable safety regulations governing the proper use of the Licensor products or services; or (iv) combination of the Licensor products or services with items, articles or materials not authorized in writing by Licensor.

    10.3   **Indemnification Procedures**. The foregoing defense and indemnification obligations are conditioned upon the party seeking indemnification (i) providing the party from which indemnification is sought (the "**Indemnifying Party**") with prompt written notice of any claim for which indemnification is sought, (ii) tendering control of the management and settlement of the applicable claim to the Indemnifying party and (iii) cooperating with the Indemnifying party in the defense and settlement of the claim. Notwithstanding the foregoing, no settlement may be entered into without the consent of the party seeking indemnification if such settlement would require any payment or action on the part of such party, other than to cease using any allegedly infringing or illegal content or services. Subject to the foregoing, a party seeking indemnification will at all times have the option to participate in any matter or litigation through counsel of its own selection at its own expense.

11.   **Licensor Warranties; Disclaimer**. THE PLATFORM AND ALL SOFTWARE IS PROVIDED "AS-IS". THE LICENSOR (AND ITS LICENSORS AND COMMERCIAL PARTNERS) EXPRESSLY DISCLAIMS ANY WARRANTIES WITH RESPECT TO THE PLATFORM AND ALL SOFTWARE. LICENSOR DISCLAIMS ANY STATUTORY OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE PLATFORM OR SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM OR SOFTWARE WILL BE CONTINUOUS OR ERROR-FREE, THAT THE PLATFORM OR SOFTWARE WILL OPERATE AS INTENDED OR AT ALL UNDER ALL CONDITIONS, OR THAT ANY DEFECTS IN THE PLATFORM OR SOFTWARE WILL BE CORRECTED.

12.   **Limitation of Liability.** IN NO EVENT SHALL LICENSOR (OR ITS LICENSORS OR COMMERCIAL PARTNERS) BE LIABLE TO YOU OR ANY OTHER ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) AS A RESULT OF THE PLATFORM OR SOFTWARE OR THE USE THEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE LIABILITY OF LICENSOR (AND ITS LICENSORS OR COMMERCIAL PARTNERS) FOR THE PLATFORM OR SOFTWARE SHALL NOT EXCEED AMOUNTS ACTUALLY PAID BY YOU TO LICENSOR SPECIFICALLY FOR THE USE OF THE PLATFORM OR SOFTWARE. THE LIMITATION IN THE FOREGOING SENTENCE SHALL NOT APPLY TO LICENSOR'S OBLIGATION TO INDEMNIFY YOU FOR INTELLECTUAL PROPERTY INFRINGEMENT AS SET FORTH IN SECTION 10 OF THIS AGREEMENT.

13.   **Termination.** This Agreement shall come into effect as of the day that you accept its terms and shall continue in effect for the term set forth in the Quotation or, if earlier, until terminated according to the provisions hereof. This Agreement shall automatically terminate if you cease making payment as agreed between the parties or if the term for which payment amounts between the parties was agreed comes to a conclusion. Either party may terminate this agreement upon the occurrence of a material breach or default as to any obligation hereunder by the other party and the failure of such breaching party to remedy such breach within thirty (30) days after receiving written notice thereof from the non-breaching party, any such termination becoming immediately effective upon the giving of written notice of termination. Upon the expiry or termination of this Agreement, you shall cease all use of the Platform or Software, and you may permanently lose access to your data and information on the Platform, which data and information may be made unrecoverable. The rights and obligations of the parties as set forth in Sections 2 – 16 shall survive the termination or expiration of this Agreement for any reason.

14.   **General**. The rights and obligations of the parties to this Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Any waivers of any condition of this Agreement must be in writing, and the waiver of any requirement in certain situations or circumstances shall not be interpreted as the waiver of such requirement in other situations or circumstances. This Agreement constitutes the entire agreement between the parties hereto. Any amendment or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted as necessary to give maximum effect to its provisions as possible under applicable law and the remainder of this Agreement shall remain in effect. Licensor may assign or transfer any of its rights or obligations hereunder without your consent. You may not assign any of your obligations or rights hereunder. Licensor communicates with its users electronically and on-line and, as such, you consent to receive all communications and notices electronically from Licensor or to an email address that you have provided to Licensor. All such communications or notifications shall be considered as having been provided in writing. You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

15.   **Force Majeure**. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions,

earthquakes, volcanic eruption, material shortages or any other cause that is beyond the reasonable control of such.

16. **Governing Law and Arbitration**. This Agreement shall be construed, interpreted and governed by the laws of the State of New York without regard to conflicts of law provisions thereof. Any dispute arising out of or in connection with this contract, including any question regarding its existence, breach, enforcement, interpretation, validity or termination, shall be referred to and finally resolved by arbitration administered by the Applicable Arbitration Body (as defined below) under the Applicable Arbitration Rules (as defined below), which Applicable Rules are deemed to be incorporated by reference into this clause. The seat, or legal place, of arbitration shall be the Applicable Seat (as defined below). The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from seeking any provisional/ preliminary relief (including, but not limited to, injunctions, attachments or other such orders in aid arbitration) from any court of competent jurisdiction, and any such application to a court for provisional/preliminary relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. In the event that the contracting Iguazio entity is iguazio PTE Ltd ("Iguazio Asia"), the "Applicable Arbitration Body" shall be the Singapore International Arbitration Center, the "Applicable Arbitration Rules" shall be the Arbitration Rules of the Singapore International Arbitration Center then in force and the "Applicable Arbitration Seat" shall be Singapore. For any other contracting Iguazio entity, the "Applicable Arbitration Body" shall be the International Center for Dispute Resolution of the American Arbitration Association ("ICDR"), the "Applicable Arbitration Rules" shall be the Internal Arbitration Rules of the ICDR then in force and the "Applicable Arbitration Seat" shall be New York, New York.

17. **US Government Restricted Rights**. The Platform and Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the Platform and Software and related materials by the U.S. Government constitutes acknowledgment of Licensor's proprietary rights in same.