

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

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BY ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT/FORM THAT INCORPORATES THIS AGREEMENT (“ORDER”), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “CUSTOMER” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY.

Customer and Alation, Inc. hereby agree as follows:

1. LICENSE

1.1 Overview. This Agreement is a master agreement under which Customer may license certain licensed software from Alation (“**Alation Software**”) and receive maintenance and professional services requested by Customer in respect of such Alation Software. This Agreement shall be implemented through one or more order forms (each, an “**Order**”) that set forth the Alation Software to be licensed by Customer and the term of such Order (the “**Subscription Term**”), or statements of work (“**SOW**” or “**Statement of Work**”) for professional services. Each Order and SOW shall set forth the Fees for such Alation Software or professional services, and certain other terms applicable to such software and services. Absent the execution of an Order, this Agreement does not, in and of itself, represent a commitment by Customer to order, receive or pay for any products or services of Alation. To become effective, an Order, and any modifications or amendments thereto, must be signed by an authorized representative of each party. This Agreement sets forth the terms and conditions applicable to all such Orders. Any Order executed under this Agreement will be a part of this Agreement as if fully included within its body.

1.2 License Grant. Subject to Customer’s compliance with this Agreement, including the timely payment of all applicable Fees, Alation hereby grants to Customer a non-exclusive, non-transferable license (“**License**”) to Use the Alation Software during the Subscription Term described in each Order, together with updates if any made available by Alation to Customer (“**Updates**”) solely for internal business purposes. “**Use**” means that Customer may install on computers owned or controlled by Customer, run, access or otherwise interact with one each of production, backup, test and development instances of the Alation Software in accordance with the documentation, by up to the number of users indicated in each Order (“**Named Users**”) and for which Alation provides license keys. A Named User is a specific individual authorized by Customer to use the Alation Software, regardless of whether such individual is using the Alation Software at any given time. Each such individual shall be assigned a unique Named User identification. Multiple individuals may not share the same Named User identification. In addition to all individual Named Users, all users of a non-human operated device shall be counted as Named Users if such device has access to the Alation Software. Named Users are limited to the number set forth in the respective Order, and access to the Alation Software will be restricted to such number of Named Users through a license management key provided by Alation. If a Named User no longer requires access to the Alation Software, Customer may deactivate that individual and a new individual may be designated as a Named User without incurring additional Fees. Alation Software and documentation will be delivered electronically from Alation’s FTP site.

1.3 Restrictions. Customer shall not directly or indirectly: (i) decompile, disassemble, decode, redesign, reverse engineer or attempt to reconstruct or discover any source code, algorithms, architecture, or other elements of; (ii) translate, adapt, or modify; (iii) write or develop any program based upon; (iv) use for benchmarking or ‘service bureau’ purposes; (v) sell, sublicense, transfer, or otherwise assign or grant to any third party any rights in; (vi) allow access to unauthorized persons to; or (vii) otherwise use except as expressly permitted hereunder, in each case of (i) – (vii), the Alation Software, documentation, and Alation’s Confidential Information, as applicable (collectively, “**Alation Technology**”).

1.4 Ownership. Alation Technology is licensed and not sold. As between Alation and Customer, Alation hereby retains all right, title and interest, including all intellectual property rights, in and to the Alation Technology. As a condition of the License, Customer must retain all proprietary, copyright and other

attribution legends on all copies of the Alation Technology. Customer agrees that Alation shall have the right to use in any manner and for any purpose (i) feedback or suggestions which Customer may provide to Alation and (ii) Log Files as defined in **Section 2.1**.

2. SUPPORT; PROFESSIONAL SERVICES

2.1 Support. Subject to Customer's timely payment of all applicable Fees, during the period set forth on each Order ("**Support Term**"), Alation will furnish to Customer the support services ("**Support**"), if any, set forth on each Order pursuant to the terms set forth at <https://alation.com/tscs/support/> in effect at the time Support is provided. Support will only be provided (i) for the then current version of the Alation Software and (ii) for six months after an Update is made available for the immediately preceding version of the Alation Software. To provide support and otherwise improve the Alation Technology, Alation requires log data from Customer's implementation of the Alation Software, which may identify Customer's devices, systems, application software and peripherals (collectively, "**Log Files**"). Customer agrees to provide Alation with continuous access to Log Files *provided* that such Log Files contains no Customer intellectual property or trade secret. Alation will not sell Log Files.

2.2 Professional Services. Subject to Customer's timely payment of all applicable Fees, Alation will provide to Customer the professional services ("**Professional Services**") if any identified on one or more SOW. Except as set forth on an Order or in an SOW, Customer is solely responsible for integrating Alation Software with Customer's and other applicable systems or software. Nothing in this Agreement shall be understood to prevent Alation from developing similar work product for other customers. Customer shall provide Alation with the operating environment, materials, personnel and access (including, if applicable, remote access) to Customer systems and premises as reasonably requested by Alation to provide the Professional Services.

3. FEES; PAYMENT

3.1 Fees. Customer will pay Alation the non-refundable and non-recoupable (except as otherwise provided for herein): (i) fees for the License and Support ("**Subscription Fees**") set forth in any Order or SOW; (ii) fees for the Professional Services ("**Professional Services Fees**") set forth in any Order or SOW; and (iii) all other agreed-upon fees ("**Other Fees**", and together with Subscription Fees and Professional Services Fees, the "**Fees**").

3.2 Payment Terms. Unless otherwise set forth on an Order, invoices are due and payable in United States dollars within 30 days after the invoice date, without deduction or setoff. Interest accrues from the due date at the lesser rate of 1.5% per month or the highest rate allowed by law.

3.3 Taxes. Customer must pay all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes based on Alation's net income), and will indemnify Alation for all expenses incurred as a result of Customer's failure to timely pay thereof.

4. TERM AND TERMINATION

4.1 Term. This Agreement will start on the Effective Date and will continue until terminated pursuant to Section 4.2 or 6.1(z) below.

4.2 Termination. If all Orders and SOWs under this Agreement have expired or been terminated, either party may terminate this Agreement for convenience by providing 30 days' prior written notice. Either party may terminate this Agreement by written notice if: (i) the other party is in material breach of this Agreement (including non-payment), which is not cured within 30 days after written notice of such breach; or (ii) the other party ceases to operate, files for bankruptcy, makes an assignment for the benefit of its creditors, or takes similar actions.

4.3 Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (i) all outstanding Orders, SOWs and the corresponding Licenses shall automatically and immediately terminate, Alation may disable access keys, and Customer will have no further rights to the Alation Technology; (ii) all outstanding payment obligations of Customer immediately become due and

payable; and (iii) each party must promptly return or certify the destruction of all tangible embodiments of the other party's Confidential Information (including deleting all instances of Alation Technology and certify such deletion from Customer systems). This Section 4.3 shall not require the deletion of Alation Confidential Information from Customer's archive or backup systems, provided that the confidentiality obligations of this Agreement shall apply so long as such Confidential Information remains in Customer's possession. The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 1.3 (Restrictions), 1.4 (Ownership), 3 (Fees; Payment), 4.3 (Effect of Termination), 5 (Confidentiality), 6 (Indemnification), 7 (Warranty Disclaimer), 8 (Exclusion of Certain Damages; Limitation of Liability), and 9 (General).

5. CONFIDENTIALITY

5.1 Definition. "**Confidential Information**" means: (i) any information disclosed, directly or indirectly, by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") pursuant to this Agreement that is designated as "confidential", or in some other manner to indicate its confidential nature; and (ii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, the Alation Technology and the terms (but not the existence) of this Agreement are the Confidential Information of Alation. However, Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

5.2 Limited Use; Protection. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except to employees or contractors of the Receiving Party with a need to know, or to its advisors, or prospective investors or purchasers, each subject to an obligation of confidentiality. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information.

5.3 Compelled Disclosure. If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing and will cooperate with Disclosing Party in seeking a protective order or other appropriate remedy at the Disclosing Party's expense. If disclosure is ultimately required, the Receiving Party will furnish only that portion of Confidential Information that is legally required and will exercise reasonable efforts to obtain assurance that it will receive confidential treatment.

6. INDEMNIFICATION

6.1 IP Indemnification. Alation shall: (i) defend, or at its option settle, any claim brought against Customer by a third party to the extent it alleges that the Alation Technology as delivered to Customer and used as authorized in this Agreement infringes or misappropriates any U.S. patent, copyright or trade secret of any third party; and (ii) pay any damages awarded in a final judgment, or amounts agreed in a monetary settlement, in any such claim defended by Alation; provided that Customer provides Alation: (a) prompt written notice of; (b) sole control over the defense and settlement of; and (c) all information and assistance reasonably requested by Alation in connection with the defense or settlement of, any such claim. If any such claim is brought or, in Alation's judgment may be threatened, Alation may, at its sole option and expense: (w) procure for Customer the right to continue to use the applicable Alation Technology; (x) modify the Alation Technology to make it non-infringing; (y) replace the Alation Technology with non-infringing technology having substantially similar capabilities; or (z) if none of the foregoing is commercially practicable, terminate this Agreement, and refund a pro rata portion of unused and pre-paid Fees for the outstanding balance of the Term.

6.2 Limitations. Notwithstanding Section 6.1, Alation will have no liability to Customer for any claim arising out of or based upon: (i) use of the Alation Technology in combination with software, products or services not provided by Alation; (ii) any modification of the Alation Technology not made or authorized in writing by Alation; (iii) Customer's failure to use the Alation Technology in accordance with this Agreement or documentation provided by Alation, or otherwise using the Alation Technology for purposes for which it was not designed or intended; or (iv) use of any specified release of the Alation Software after Alation notifies Customer that continued use of such release may subject Customer to a claim of infringement, if Alation provides a replacement release.

6.3 Disclaimer. THE FOREGOING PROVISIONS OF THIS SECTION 6 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ALATION, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE ALATION TECHNOLOGY OR ANY PART THEREOF.

6.4 Indemnification by Customer. Customer shall: (i) defend, or at its option settle, any claim brought against Alation and its affiliates by a third party relating to (a) any data provided or made available by or on behalf of Customer and (b) Customer's use of the Alation Technology other than pursuant to this Agreement; and (ii) pay any damages awarded in a final judgment, or amounts agreed in a monetary settlement, in any such claim defended by Customer; provided that Alation provides Customer: (x) prompt written notice of; (y) sole control over the defense and settlement of; and (z) all information and assistance reasonably requested by Customer in connection with the defense or settlement of, any such claim.

7. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ALATION TECHNOLOGY, SUPPORT AND PROFESSIONAL SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. ALATION HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM CONDUCT OR COURSE OF DEALING. ALATION DOES NOT WARRANT THAT THE ALATION TECHNOLOGY WILL BE ERROR-FREE OR WILL WORK WITHOUT INTERRUPTIONS.

8. EXCLUSION OF CERTAIN DAMAGES; LIMITATION OF LIABILITY. EXCEPT FOR EACH PARTY'S BREACH OF SECTION 5, OR CUSTOMER'S BREACH OF SECTION 1.2 OR 1.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR EACH PARTY'S BREACH OF SECTION 5, OR CUSTOMER'S BREACH OF SECTION 1.2 OR 1.3, EACH PARTY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. EXCEPT FOR ANY ACTION BY ALATION FOR NON-PAYMENT, NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN 12 MONTHS AFTER THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

9. GENERAL PROVISIONS

9.1 Assignment. Neither party may assign this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other party, except in the case of an assignment due to corporate reorganization, upon a change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions by either party, which may occur without written consent. Subject to the foregoing, this Agreement will be

binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9.2 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, hacker attack, or failure of the Internet. The delayed party shall give the other party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

9.3 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state courts located in San Mateo County and the federal courts located in the City and County of San Francisco, California. If either party breaches or threatens to breach the provisions of Sections 1.2, 1.3, or 5, each party agrees that the non-breaching party will have no adequate remedy at law and is therefore entitled to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

9.4 Miscellaneous. This Agreement (together with the Exhibits, Orders, SOWs hereto) is the sole agreement of the parties concerning the subject matter hereof, and it supersedes all prior agreements and understandings with respect to said subject matter. The following order of precedence shall apply: this Agreement, Order(s), SOW(s). No terms of any purchase order, acknowledgement or other form provided by Customer will modify this Agreement, regardless of any failure of Alation to object to such terms. Any ambiguity in this Agreement shall be interpreted without regard to which party drafted it. This Agreement may only be amended by a writing signed by the parties. This Agreement may be executed in counterparts. The headings in this Agreement are inserted for convenience and are not intended to affect the interpretation of this Agreement. Any required notice shall be given in writing by customary means with receipt confirmed at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other, with an email copy to the email address below. Notices will be deemed to have been given at the time of actual delivery in person, one day after delivery to an overnight courier service, or three days after deposit in the U.S. mail. The relationship between the parties shall be that of independent contractors. Waiver of any term of this Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of this Agreement, and the Agreement will continue in full force and effect without said provision. Customer agrees to comply with all applicable export control laws and regulations related to its use of Alation Technology.