Cloud Subscription Agreement

By agreeing to an Order Form that references this Cloud Subscription Agreement (this “Agreement”), you agree to this Agreement. If you represent an organization, you represent and warrant that you are authorized to agree to this Agreement on behalf of your organization.

1. Definitions. The following terms have the following meanings:

“Affiliate” means an organization that controls, is controlled by, or is under common control with, a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the organization.

“Cloud Services” means MongoDB Atlas, MongoDB Realm or any other cloud service included in your Subscription.

“Confidential Information” means information a party designates as confidential or reasonably considers as confidential, and includes pricing information on an Order Form. “Confidential Information” excludes information that is (a) or becomes publicly available through no fault of the recipient, (b) received from a third party without a duty of confidentiality, (c) independently developed by the receiving party without breaching this Agreement, or (d) rightfully known or lawfully in the possession of the receiving party prior to disclosure from the other party.

“Consulting Services” means the consulting or professional services included in your Subscription.

“Customer,” “you” and “your” means the organization that agrees to an Order Form.

“Deliverable” means a work provided to you as a part of the Consulting Services, including any report.

“Documentation” means the instructions, specifications and information regarding the Cloud Services available at https://docs.mongodb.com/.

“MongoDB,” “we,” “our” and “us” means the MongoDB company that agrees to an Order Form.

“Order Form” means an ordering document for Subscriptions signed by both parties that refers to this Agreement, or submitted by you through an authorized third-party platform.

“Subscription” means a subscription for our Cloud Services, Support or Consulting Services set forth in an Order Form.

“Support” means support, if any, included in a Subscription.

2. Cloud Services.

(a) Generally. During the term of this Agreement, you may access and use our Cloud Services in accordance with this Agreement. The service level agreements we currently offer with respect to MongoDB Cloud Services are located at: https://mongodb.com/cloud/sla. You will comply with all laws, rules, and regulations applicable to the use of the Cloud Services and any additional feature or service you use. Your Affiliates may purchase Subscriptions directly from us or our Affiliates by signing an Order Form, and you may allow an Affiliate to use your Subscriptions as long as you are responsible for the Affiliate’s compliance with this Agreement.

(b) Registration and your Account. To register to use the Cloud Services, you must create a username and password and provide us with the information requested in the registration process. You will provide complete and accurate information during the registration process and will update your information to ensure it remains accurate.

(c) Beta Offerings. Some Cloud Services may be in preview, testing, or “beta” phase (each, a “Beta Offering”), for the purpose of evaluating performance, identifying defects and obtaining feedback. MongoDB will not be liable for any damages in connection with your use of any Beta Offering. You are not required to use any Beta Offering, and we have no obligation to release a final version of any Beta Offering.

3. Services.

(a) Consulting Services. You will provide MongoDB with reasonable assistance and information to facilitate scheduling and performance of the Consulting Services. You will also appoint an engagement manager to help ensure effective delivery of the Consulting Services. Consulting Services and any Deliverables are accepted when delivered unless otherwise set forth in an Order Form. We may engage qualified subcontractors to provide the Consulting Services, and we are responsible for any subcontractor's compliance with this Agreement. We grant you a royalty-free, perpetual, nontransferable and nonexclusive license to use and reproduce any Deliverables for your internal business purposes.

(b) Support. We will provide you with Support in accordance with the applicable support policy on our website, currently available at https://www.mongodb.com/support-policy. While we may modify our support policy from time to time, we will not modify it in a way that materially and adversely affects your Support. You may only use Support in connection with the MongoDB Atlas credits purchased in the same Order Form as the applicable Subscription that includes the Support.

4. Your Responsibilities. As a condition to your use of the Cloud Services you will not, and will not allow any third party to: (a) modify, alter, tamper with, repair, or create derivative works of any software included in the Cloud Services; (b) reverse engineer, disassemble, or decompile the Cloud Services or apply any other process or procedure to derive the source code of any software included in the Cloud Services; (c) access or use the Cloud Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) resell or sublicense the Cloud Services; (e) use the Cloud Services in connection with any fork or derivative work of the MongoDB database; (f) attempt to disable or circumvent any security mechanisms used by the Cloud Services; (g) use the Cloud Services in a way that poses a risk to the availability, functionality or security of the Cloud Services; or (h) use the Cloud Services unlawfully.

5. Payment and Taxes. You will pay undisputed fees and reimburse any business expenses as set forth on and in accordance with an Order Form. Your payment for

Subscriptions is non-refundable and you may not cancel an Order Form except as stated in this Agreement. Our fees exclude and you will pay applicable taxes and similar charges, including sales, usage, excise and value added taxes. Nothing in this Agreement requires either party to pay any income taxes or similar charges of the other party. If applicable law requires you to withhold any amount from your payment, you will provide us with copies of documents related to your withholding upon our request.

6. Confidentiality and Data Processing.

(a) Confidentiality. This Agreement supersedes any applicable non-disclosure agreement between the parties with respect to your Subscriptions. The receiving party will use the disclosing party's Confidential Information only in connection with this Agreement and protect the disclosing party's Confidential Information by using the same degree of care used to protect its own confidential information, but not less than a reasonable degree of care. The receiving party will limit disclosure of the disclosing party's Confidential Information to its and its Affiliates' directors, officers, employees and contractors who are bound to confidentiality obligations at least as protective as the confidentiality provisions in this Agreement and who have a need to know the Confidential Information. The receiving party will not disclose the disclosing party's Confidential Information to any other third party without the disclosing party's consent, except where required to comply with applicable law or a compulsory legal order or process, provided that the receiving party will, if legally permitted, promptly notify the disclosing party. Each party will return or destroy the other party's Confidential Information upon written request from the other party.

(b) Your Data. You will ensure that your data, and your use of it, complies with this Agreement and any applicable law. You will not store or process protected health information using the Cloud Services unless you sign a Business Associate Agreement with us. If you include payment cardholder information in your use of the Cloud Services, MongoDB will maintain all applicable Payment Card Industry Data Security Standard requirements. We may deactivate your M0 (Free Tier) MongoDB Atlas cluster if you do not use it for 30 days, after which we will use commercially reasonable efforts to allow you to reactivate the cluster by request to us.

(c) Data Processing. The parties will comply with the MongoDB Data Processing Agreement (DPA) available at http://www.mongodb.com/legal/dpa, which is incorporated into this Agreement.

(d). Security. Each party has obligations with respect to the security of the Cloud Services. We will implement and maintain appropriate technical and organizational security measures. The current technical and organizational security measures are described at https://www.mongodb.com/technical-and-organizational-security-measures. You are responsible for properly configuring and using the Cloud Services and taking your own steps to maintain appropriate security and backup of your data. You will not disclose your User credentials to any unauthorized persons. You are responsible for all activities in your account, regardless of whether undertaken by you, your employees or a third party (including contractors or agents). We and our Affiliates are not responsible for unauthorized access to your account unless caused by our breach of this Agreement. You will contact us immediately if you believe unauthorized activity has occurred in your account or if your account information is lost or stolen.

7. Intellectual Property.

(a) Your Data. You represent and warrant to us that: (i) you have all rights in your data necessary to grant the rights contemplated by this Agreement; and (ii) none of your data violates this Agreement, any applicable law or any third party's intellectual property or other right.

(b) No Other Rights. This Agreement does not transfer any right, title or interest in any intellectual property to any party, except as expressly set forth in this Agreement. You are not obligated to provide us with any suggestions or other feedback about the Cloud Services or otherwise, but if you do, we may use and modify this feedback without any restriction or payment.

8. Warranties. MongoDB represents and warrants that its provision of the Cloud Services, Consulting Services and Support complies with applicable law. MongoDB represents and warrants that the Cloud Services will perform substantially in

accordance with the Documentation. MongoDB represents and warrants that it will perform Consulting Services and Support in a diligent and workmanlike manner consistent with industry standards. Your exclusive remedy for MongoDB's material breach of warranty is to terminate the affected Order Form in accordance with Section 11 and receive a refund of any prepaid fees for unused Subscriptions. Except as stated in this Section, we provide the Cloud Services, Consulting Services and Support on an "AS-IS" basis. To the fullest extent permitted by law, MongoDB disclaims and this Agreement excludes any implied or statutory warranty, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose.

9. Limitation of Liability.

(a) Neither party will be liable to the other party for any incidental or consequential damages, including lost profits or business opportunities, or any special or punitive damages.

(b) Except as set forth in Section 9(c), each party's cumulative liability will not exceed the total fees payable to MongoDB by Customer under this Agreement during the 12-month period before the event giving rise to the liability.

(c) Nothing in this Agreement limits either party's liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence, gross negligence or intentional misconduct; (iii) Customer's payment obligations; or (iv) any liability that cannot legally be limited.

10. Indemnification.

(a) Customer Indemnification. If a third party asserts a claim against MongoDB alleging that your data or the combination of your data with other applications, content or processes infringes a third party's rights, including any claim involving alleged infringement or misappropriation of intellectual property rights (a "Claim Against Us"), Customer will defend MongoDB against the Claim Against Us at Customer's expense and indemnify MongoDB from any damages, reasonable legal fees and costs finally awarded against MongoDB to the extent resulting from the Claim Against Us or for

amounts paid by MongoDB to settle the Claim Against Us. If we or our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process seeking information related to your data or your use of the Cloud Services, you will also reimburse us for reasonable legal fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

(b) MongoDB Indemnification. If a third party asserts a claim against Customer that the Cloud Services infringe a third party's intellectual property right (a "Claim Against You"), MongoDB will defend Customer against the Claim Against You at MongoDB's expense and indemnify Customer from any damages, reasonable legal fees and costs finally awarded against Customer to the extent resulting from the Claim Against You or for amounts paid by Customer to settle the Claim Against You. MongoDB will not be obligated to defend or indemnify Customer if the Claim Against You is based on any breach of this Agreement by Customer.

(c) Infringement Remedies. In addition to MongoDB's indemnity obligations, if the Cloud Services become, or in MongoDB's opinion are likely to become, the subject of an infringement claim, MongoDB may at its option and expense and as Customer's sole and exclusive remedy: (i) procure for Customer the right to make continued use of the Cloud Services; (ii) replace or modify the Cloud Services so that they become non-infringing; or (iii) terminate the Cloud Services and refund any prepaid fees for unused Subscriptions.

(d) Indemnification Procedures. Each party will provide the other with prompt notice of any claim. A party's failure to provide prompt notice to the other party relieves the party of its obligation to defend and indemnify the other party only to the extent that the failure to provide notice materially harms the party's ability to defend the claim. The indemnifying party will have sole control of the defense of the claim, including any settlement. The indemnified party will provide the indemnifying party with reasonable cooperation in connection with the defense of the claim, and may participate in the defense at its own expense. This Section 10 sets forth each party's exclusive remedy for any third party infringement claim.

11. Term and Termination.

(a) Term and Termination. The term of this Agreement commences when you agree to an Order Form and will remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement for convenience immediately upon notice if all Order Forms under this Agreement have expired or been terminated. Neither party may terminate an Order Form for convenience. If a party fails to cure a material breach of this Agreement within 30 days after receipt of written notice of the breach, the other party may terminate any affected Order Form. We may also suspend your access to the Cloud Services immediately if: (i) we reasonably determine that your use of the Cloud Services poses an imminent risk to the availability, functionality or security of the Cloud Services; (ii) we reasonably determine that your use of the Cloud Services may be unlawful; (iii) you are in breach of your payment obligations under this Agreement; or (iv) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If we suspend your right to access or use any portion or all of the Cloud Services, you remain responsible for all fees and charges you incur during the suspension and you will not be entitled to any credit or refund. We will use commercially reasonable efforts to restore your access to the Cloud Services promptly following resolution of the cause of your suspension. We may suspend or terminate your access to or use of any Beta Offering at any time and for any reason.

(b) Effect of Termination. Upon termination of this Agreement (i) all your rights under this Agreement immediately terminate; and (ii) you remain responsible for all fees and charges you have incurred up to and including the date of termination. You are solely responsible for exporting your data from the Cloud Services prior to expiration or termination of this Agreement. We have no obligation to continue to store the data contained in backup snapshots or in a MongoDB Atlas cluster that you have terminated or after termination of this Agreement.

12. General. Notices under this Agreement will be in writing and effective on the delivery date. We may provide any notice to you under this Agreement by posting a

notice on the applicable Cloud Services website or sending a message to the email address associated with your account. Customer will deliver notices by (a) email to legal@mongodb.com, or (b) personal delivery or courier to the MongoDB address set forth on your most recent Order Form.. If you are located in North, Central or South America, New York law governs this Agreement, excluding any applicable conflict of laws rules or principles, and the parties agree to the exclusive jurisdiction of the courts in New York, New York. For customers located elsewhere, the law of England and Wales governs this Agreement, excluding any applicable conflict of laws rules or principles, and the parties agree to the exclusive jurisdiction of the courts in London, England. This Agreement does not create a partnership, agency relationship or joint venture between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Unless you tell us otherwise in writing, we may refer to our relationship with you as a customer. Any assignment of this Agreement by you without our prior written consent will be null and void, except an assignment to an Affiliate or in connection with a merger or sale of all, or substantially all, of your assets or stock, provided that you may not assign this Agreement to a competitor of ours without our prior written consent. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to effect the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only by a written amendment signed by both parties. This Agreement incorporates any addenda or exhibits, any Order Form and, if applicable, any data processing agreement or Business Associate Agreement, and comprises the parties' entire understanding relating to the subject matter of this Agreement. Neither party has entered into this Agreement in reliance on any representations or warranties other than those expressly set forth in this Agreement or in an applicable Order Form. If any conflict exists between the provisions in this Agreement and any Order Form, the Order Form controls, and if any conflict exists between this Agreement and any addenda, exhibit or other agreement, this Agreement controls. A purchase order is for convenience only and any terms that govern the purchase order are of no effect. Customer's purchase of any Subscription is not contingent on, and Customer has not relied on, the delivery of any future functionality,

regardless of any communication about our products. Neither party will be liable for failures or delays in performance due to causes beyond its reasonable control.

MongoDB Atlas for Government Addendum

1. Scope. This MongoDB Atlas for Government Addendum ("Addendum") is incorporated into and forms a part of the agreement between you and MongoDB with respect to your use of the Cloud Services ("Agreement"). The Agreement, as modified by this Addendum, contains the terms and conditions that govern your use of MongoDB Atlas for Government ("Atlas for Gov"). Capitalized terms that are not defined in this Addendum have the meaning provided in your Agreement.

2. Applicability. To the extent any provision in the Agreement or this Addendum is inconsistent with the Federal law, the provision shall be deemed deleted and unenforceable.

3. Agreement Clause 6(c): Data Processing. Notwithstanding Section 9 of the DPA, no data stored in Atlas for Gov will be transferred outside of the United States.

4. Agreement Clause 6(d): Security.

    a. The certifications described in Section 2.1 of the Technical and Organizational Security Measures available at https://www.mongodb.com/technical-and-organizational-security-measures, including ISO 27001:2013, SOC 2 Type II, and Payment Card Industry Data Security Standard v.3.2.1, do not apply to Atlas for Gov. Atlas for Gov has been approved as FedRAMP Ready.
    b. Atlas for Gov only runs on AWS GovCloud and a subset of AWS Commercial regions, and not the other Cloud Providers described in Section 3.1 of the Technical and Organizational Security Measures.