

Terms of Service

1. COMPANY SERVICES AND SUPPORT

1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Agreement attached hereto as Exhibit A and any documentation provided to Customer by Company. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in the Services Order in accordance with the Service Level Agreement attached hereto as Exhibit A.

1.3. Subject to Customer's compliance with this Agreement, including the timely payment of all applicable Fees, Company hereby grants to Customer a non-exclusive, non-transferable license ("License") to use the Services during the Service Term described in the applicable Order Form solely for Customer's internal business purposes.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1. Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); (ii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); (iii) use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (not including any of Company's wholly-owned subsidiaries); (iv) use the Services in violation of applicable law, or in a way that violates the rights of any third party; or (v) remove any proprietary notices or labels. Customer may extend its rights under this Agreement to its wholly-owned subsidiaries, provided that Customer shall remain responsible for their compliance with the terms of this Agreement.

2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3. Company is permitted to put Customer logo on Company website. Customer will cooperate with Company for mutually agreed marketing including customer references, case study, testimonials, analyst interviews, customer quotes, product reviews, joint PR, and other logo use.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes, without limitation, non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes, without limitation, non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The terms of this Agreement shall be considered Proprietary Information of both parties. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that, except to the extent any Proprietary Information constitutes personally-identifiable information, the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. If the Receiving Party is legally compelled to disclose any portion of Proprietary Information, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with advance notice of such compelled disclosure in order to enable the Disclosing Party, at its own cost, to seek a protective order or other confidential treatment of any Proprietary Information required to be disclosed.

3.2. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (“Usage Analytics”). For the avoidance of doubt, no Customer Data is captured for such Usage Analytics, and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

3.4. Company will (a) use industry standard safeguards (at technical, administrative and physical levels) that protect Customer Data from unauthorized disclosure, (b) promptly notify Customer of any security breach affecting Customer Data and (c) until the day Customer ceases to use the Services, make Customer Data available to Customer for download and thereafter use commercially reasonable efforts to delete or destroy all raw Customer Data in Company’s possession or control.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then undisputed applicable fees described in the Order Form for the Services and Professional Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Tier set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or the current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Undisputed, unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Professional Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS

SECTION, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

7. INDEMNIFICATION

7.1. Indemnification of Customer. Company will indemnify, defend and hold harmless Customer and its related parties from and against any and all third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys’ fees) arising from or relating to any infringement or alleged infringement by the Service (or its use) of any third-party intellectual property right (a “**Claim**”). Customer will promptly notify Company of any Claim and provide reasonable assistance. Company will have control over the defense and settlement of the Claim but will allow Customer to participate at its own expense and will not settle any claim without Customer’s prior written consent if Customer is required to admit any fault or pay any unreimbursed amounts. Notwithstanding the foregoing, Company’s indemnification obligation under this Section 7.1 will not apply to the extent any infringement claim is caused solely by (a) modifications to the Service made in accordance with Customer’s specifications, if the alleged infringement would not have occurred but for such modification; (b) modifications made to the Service without Company’s approval, if the alleged infringement would not have occurred but for such modification; or (c) the combination of the Service with other products, processes or materials not supplied or approved by Company or otherwise reasonably contemplated by this Agreement, if the alleged infringement would not have occurred but for such combination.

7.2. Disclaimer. THE FOREGOING PROVISIONS OF SECTION 7.1 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF COMPANY, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES OR ANY PART THEREOF.

7.3. Indemnification of Company. Customer shall: (i) defend, or at its option settle, any claim brought against Company 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 Services 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 Company 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.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, AND THE PARTIES’ INDEMNIFICATION OBLIGATIONS IN SECTION 7, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS

AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except (i) to an affiliate, (ii) in connection with a merger, acquisition or similar change in control, or (iii) with the other party's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon case study and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. SERVICE COMMITMENT: 99.9% UPTIME

1.1. Company will use commercially reasonable efforts to make the Company Services available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle (the

“Service Commitment”). Subject to the Company SLA Exclusions, if Company does not meet the Service Commitment, Customer will be eligible to receive a Service Credit.

1.2. A Monthly Uptime Percentage of 99.9% means that Company guarantees Customer will experience no more than 43.2 min/month of unavailability.

2. SERVICE COMMITMENT: 99.9% UPTIME

2.1. “Company Services” mean the entire pipeline of data ingestion, data publications, data subscriptions and data delivery running on Company in Dedicated Environments.

2.2. “Maintenance” means scheduled Unavailability of the Services, as announced by us prior to the Services becoming Unavailable.

2.3. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Company Services were Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Company SLA Exclusion.

2.4. “Service Credit” means a credit denominated in US dollars, calculated as set forth below, that Company may credit back to an eligible account.

2.5. “Unavailable” and “Unavailability” are defined as:

2.5.1. Company’s user interface is inaccessible, and or

2.5.2. The flow of data into and out of Company is paused for reasons not attributable to a source or destination delay

3. SERVICE COMMITMENTS AND SERVICE CREDITS

Service Credits are calculated as a percentage of the total charges due on Customer’s invoice for the billing cycle in which the Unavailability occurred, applied proportionally to the Services that were Unavailable, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.9% but equal to or greater than 99.0%, Customer will be eligible for a Service Credit of 10% of the charges attributable to the affected resources
- For Monthly Uptime Percentage less than 99.0%, Customer will be eligible for a Service Credit of 30% of the charges attributable to the affected resources

For example, if Customer has a resource that is Unavailable for 45 minutes, Customer would be eligible for a Service Credit for 10% of cost for that resource for the month.

We will apply any Service Credits only against future payments for the Services otherwise due from Customer. At its discretion, Company may issue the Service Credit to the credit card Customer used to pay for the billing cycle in which the Unavailability occurred. Service Credits will not entitle Customer to any refund or other payment from Company. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.

4. 4. SERVICE RESPONSE TIMES

For any issues reported, Nexla will provide the following response times depending on the type of issue

Issue Category	Response time* (Standard Support)**	Response time* (Enterprise Support Plan)
P1	8 hours	1 hour
P2	12 hours	4 hour
P3	1 business day	1 business day

P0: Critical infrastructure issues. These are monitored 24×7 by Nexla team

P1: Customer’s production use of Nexla software is impacted by some features becoming unavailable.

P2: Customer’s non-production use of Nexla software is impacted by some features becoming unavailable.

P3: All other tickets

Response time*: All response times are for Nexla Business hours, 9am to 6pm Monday – Friday Pacific time, except for National US holidays.

***Note: Time to issue resolution will vary depending on the type of issue.**

**** Unless specified in order form, Customer will be on Standard Support**

4. SOLE REMEDY

Customer’s sole and exclusive remedy for any Unavailability, non-performance, or other failure by us to provide the Company Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

5. CREDIT REQUEST AND PAYMENT PROCEDURES

To receive a Service Credit, Customer must submit a claim by emailing support@nexla.com or by contacting their Account Manager. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- the words “SLA Credit Request” in the subject line;
- the dates and times of each Unavailability incident that Customer is claiming;
- the account name;
- logs that document the errors and corroborate Customer’s claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks)

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then Company will issue the Service Credit to Customer within one billing cycle following the month in which Customer’s request is confirmed by Company. Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

6. COMPANY SLA EXCLUSIONS

The Service Commitment does not apply to any Unavailability, suspension or termination of the Company Services, or any other Company Service performance issue:

- That is due to the Unavailability of dependent data sources or destinations. For example, databases, FTP servers, APIs, etc. not in Company's control;
- That is caused by factors outside of our reasonable control, including any force majeure event (excluding strikes or other interruptions of Company's own workforce), Internet access, or problems beyond the demarcation point of the Company network;
- That results from any actions or inactions of Customer or any third party;
- That results from the equipment, software or other technology of Customer or any third party (other than third party equipment within Company's direct control);
- That results from failures of Company Services not attributable to Unavailability
- That results from any scheduled Maintenance

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then Company may issue a Service Credit considering such factors at our discretion.