

## Software License Agreement

YOU ARE RESPONSIBLE FOR READING THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT (THIS “**AGREEMENT**”) CAREFULLY BEFORE CLICKING “ACCEPT” (IF APPLICABLE) OR OTHERWISE ACCEPTING THE TERMS OF THIS AGREEMENT, AND BEFORE ACCESSING OR USING THE SOFTWARE (DEFINED BELOW). BY CLICKING “ACCEPT” (OR SIMILAR) AND/OR ACCESSING OR USING THE SOFTWARE, YOU CONFIRM THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER (DEFINED BELOW). THE INDIVIDUAL ACCEPTING THIS AGREEMENT ALSO AGREES THAT BY REGISTERING FOR THIS EVALUATION, YOU GRANT UNRAVEL PERMISSION TO CONTACT YOU WITH INFORMATION CONCERNING UNRAVEL’S PRODUCTS AND SERVICES AND TO SEND YOU MARKETING COMMUNICATIONS (INCLUDING EMAILS) WITH RESPECT THERETO. YOU MAY UNSUBSCRIBE TO EMAILS AT ANY TIME BY FOLLOWING THE UNSUBSCRIBE PROCEDURES IN UNRAVEL’S EMAILS AND OUR INTERACTIONS WILL OTHERWISE BE GOVERNED BY UNRAVEL’S THEN-CURRENT PRIVACY POLICY LOCATED AT <https://www.unraveldata.com/privacy-policy/>.

THIS SOFTWARE LICENSE AGREEMENT is by and between Unravel Data Systems, Inc., a Delaware corporation with an address at 3000 El Camino Real, Building 2, Suite 120, Palo Alto, CA 94306, on behalf of itself and its affiliates (collectively, “**Unravel**”), and the person or entity on behalf of which the terms and conditions of this Agreement are being accepted (“**Customer**”). This Agreement is effective immediately upon the earlier of Customer’s acceptance hereof or the date that Customer first accesses or uses the Software (the “**Effective Date**”).

### 1. Definitions.

The following terms shall have the following meanings when used in this Agreement. Additional definitions are set forth in the substantive portions hereof:

1.1 “**Agreement Term**” means the period beginning on the Effective Date and continuing for so long as Customer is accessing and using the Software pursuant to the terms and conditions of this Agreement.

1.2 “**Authorized User**” means Customer’s employees, consultants or contractors who are authorized by Customer to use the Software on Customer’s behalf. Customer is responsible for the acts and omissions of all Authorized Users.

1.3 “**Customer Data**” means the data processed by Customer through the Software or otherwise made accessible to Unravel by Customer under this Agreement for the purpose of using the Software and obtaining the Services during the Agreement Term.

1.4 “**Documentation**” means the end user manuals, guides, online help files and other supporting materials that Unravel generally makes available to its customers with the Software.

1.5 “**Feedback**” means any comments, feedback, potential errors and improvements, reports, or ideas about the Software, Services or other Unravel IP (defined below) that Customer may provide to Unravel during the Agreement Term.

1.6 “**Node Hour(s)**” means any hour (or portion thereof) during which the Software is running on a node controlled by or on behalf of Customer multiplied by the number of such nodes upon which the Software is running.

1.7 **“On-Prem Model”** means the operation of the Software in which Customer Data is processed solely through computing resources controlled by or on behalf of Customer.

1.8 **“SaaS Model”** means the operation of the Software in which Customer Data is processed, in part, by Unravel.

1.9 **“Software”** means the object-code version of Unravel’s proprietary application performance management software program, including all Documentation, as well as any Updates to the Software that Unravel makes available to Customer during the Agreement Term.

1.10. **“Unit”** means a Node Hour or, alternatively (if applicable), the unit of processing power or capability denominated by Customer’s cloud platform (for example, if Customer is utilizing Databricks, the Databricks Unit or DBU is the “Unit” for purposes of this Agreement).

1.11. **“Update”** means a release of the Software that Unravel makes generally available to its customers, along with any corresponding changes to Documentation.

## 2. License Terms; Unit Fees.

2.1 *License.* Subject to the terms and conditions of this Agreement, Unravel hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license to permit its Authorized Users to install, execute and use the Software during the Agreement Term solely for Customer’s internal purposes. The Software may contain open source components (**“OSS Components”**) that are governed separately by certain open source licenses, in each case as further described here: [https://docs.unraveldata.com/en/oss\\_components.html](https://docs.unraveldata.com/en/oss_components.html). Customer is responsible for complying with the terms of all applicable open source licenses in its use of the Software and the OSS Components.

2.2 *Reporting.* In the event that Customer is utilizing the Software via the On-Prem Model, Customer will submit a monthly report via email to [orders@unraveldata.com](mailto:orders@unraveldata.com), which report will state: (a) how many nodes Customer is running the Software on in both static mode as well as peak loads; and (b) the number of hours during such month that Customer was running the Software (each, a **“Monthly Report”**). With respect to each calendar month during the Agreement Term, Customer shall deliver to Unravel a Monthly Report within ten (10) business days following the conclusion of such calendar month. Unravel may, upon thirty (30) days’ advance written notice, itself or using a third-party auditor mutually agreed on by Unravel and Customer (such agreement not to be unreasonably withheld by Customer), inspect such portion of Customer’s computer systems as is reasonably necessary to verify the accuracy of the Monthly Reports (an **“Audit”**). Audits will be conducted remotely and Customer will cooperate in good faith to provide view-only access as is reasonably required for purposes of the Audit. An Audit may not be conducted more than once during any rolling twelve (12) month period of the term of this Agreement, except upon good cause, and may not be conducted more than three (3) months after the termination or expiration of this Agreement. Any such Audit will be conducted during Customer’s normal business hours and in a manner that does not interfere with Customer’s normal business operations. If an Audit shows that any Monthly Reports are not accurate and as a result, Customer has not fully paid for its usage of the Software, then Customer shall pay for such additional usage at the applicable rate.

2.3 *Unit Limit.* Customer may utilize the Software, at no charge, for a total of 50,000 Units (the **“Evaluation Unit Limit”**). In the event that Customer exceeds the Evaluation Unit Limit, Customer shall pay to Unravel an amount equal to twenty-two cents (\$0.22) per Unit (the **“Unit Fee”**) multiplied by the number of Units utilized by Customer in excess of the Evaluation Unit Limit. Thereafter, Unravel shall invoice Customer,

on a monthly basis, an amount equal to the Unit Fee multiplied by the number of Units utilized by Customer during the immediately preceding month.

**2.4 Payment; Taxes.** Unless the Software is licensed by Customer through a third-party marketplace, all fees hereunder shall be due and payable within thirty (30) days following Customer's receipt of the applicable invoice. The fees payable to Unravel hereunder exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Unravel's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of such fees or the delivery or license of the Software and/or Services to Customer. Customer will make all payments of such fees to Unravel free and clear of, and without reduction for, any withholding taxes such that after making such payments, Unravel receives an amount equal to what it would have received if such deduction, withholding or payment had not been made. Upon request, Customer will provide Unravel with official receipts issued by the appropriate taxing authority, or such other evidence as Unravel may reasonably request, to establish that such taxes have been paid. Any invoice disputes must be initiated by Customer in good faith, in writing, within the specified payment period of the applicable invoice; otherwise, Customer will be deemed to have waived any dispute regarding such invoice. If Customer initiates a dispute with regard to a particular invoice, any undisputed amounts charged on such invoice will continue to be due and payable. Unravel and Customer agree to use good faith efforts to address and resolve any properly initiated dispute within thirty (30) days following Customer's notice to Unravel regarding such dispute. With regard to any undisputed invoiced amount that is not paid when due, Unravel reserves the right to charge, and Customer agrees to pay, a late fee of one and one-half percent (1.50%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid, plus any attorney's fees and collection costs. If it is determined that Unravel properly charged such amount disputed by Customer, the late fee will be assessed and paid on such disputed amount.

### **3. Data.**

**3.1 Customer Data.** If Customer is utilizing the Software via the SaaS Model, Customer Data will be hosted and stored by Unravel during the Agreement Term. Customer hereby grants Unravel a non-exclusive, non-transferable (except in accordance with a permitted assignment under Section 9), sublicensable (solely as necessary for Unravel and its subcontractors to carry out Unravel's obligations under this Agreement) right to access, use, copy, modify, create derivative works of and display Customer Data solely as necessary to provide the Software and Services in accordance with the terms of this Agreement. Customer represents and warrants that it has the legal right and authority to grant the foregoing license to Unravel and to access, use and disclose Customer Data as provided for in this Agreement. Unravel shall maintain and enforce reasonable and appropriate physical, technical, policy and administrative safeguards, precautions and measures where Customer Data is, or can be, accessed, stored or transmitted by Unravel, to protect the Customer Data from loss, misuse, alteration, corruption, unauthorized access, or unauthorized acquisition. Unravel will not disclose Customer Data to any third party except to those of its employees and subcontractors who have a business need to know such Customer Data; provided that each such employee and subcontractor is bound to restrictions consistent with the terms set forth in this Agreement. Subject to the express rights granted to Unravel under this Agreement, Customer retains all rights, title and interest, including all intellectual property rights, in and to Customer Data. Customer agrees that Unravel may list Customer as a customer and/or use Customer's logo for Unravel's promotional purposes unless Customer advises Unravel, in writing, that Customer does not consent to such use.

*3.2 Aggregated Data.* Customer acknowledges that Unravel collects and aggregates anonymous data concerning use of the Software, including without limitation, interactive and telemetric information. Such anonymous data does not identify Customer or any Authorized User or other individual, and no such identity can be derived from such data. Customer agrees that both during and after the Agreement Term, Unravel may retain and use all such anonymous data to improve and market the Software and Unravel's services.

#### **4. Services.**

Customer is responsible for installing the Software. Through Unravel's Customer Support Portal, Unravel will provide technical support ("**Support**") to Customer on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, excluding holidays observed by Unravel ("**Support Hours**"). Customer may initiate a Support ticket through Unravel's Customer Support Portal. Company will use commercially reasonable efforts to respond to all Support tickets within one (1) business day. Customer acknowledges that in connection with Support, the Software transmits certain electronic information to Unravel regarding the usage and performance of the Software (the "**Performance Information**"). Customer hereby grants Unravel permission to use any Performance Information received by Unravel to assist Unravel in providing support to Customer and for internal purposes to improve Unravel's products and services. Other than with respect to Support, Unravel is under no obligation to provide any services under this Agreement unless the parties otherwise mutually agree. In connection with the provision by Unravel of Support, or if Unravel and Customer mutually agree upon additional services to be performed by Unravel during the Agreement Term, Unravel retains all right, title and interest in and to anything it uses, develops or delivers in connection with performing such Services, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how (collectively, "**Unravel Retained Property**"). Unravel grants to Customer a non-exclusive, non-transferable, royalty-free license, during the Agreement Term, for Customer and its Authorized Users to use the Unravel Retained Property during the Agreement Term solely in conjunction with Customer's use of the Software.

#### **5. IP Ownership; Restrictions.**

Except for the limited rights expressly granted pursuant to this Agreement, Unravel and its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Software, the Services and all Unravel Retained Property (collectively, "**Unravel IP**"). Customer and its Authorized Users shall not, and shall not allow or authorize any third party to: (a) modify, adapt, alter, translate, or create derivative works of the Unravel IP; (b) sublicense, lease, rent, loan, or otherwise transfer the Unravel IP to any third party; (c) use the Unravel IP in any service bureau or time-sharing arrangement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Unravel IP, in whole or in part; (e) hack or modify any license key, or try to avoid or change any license registration process Unravel may implement; or (f) otherwise use or copy the Unravel IP in violation of this Agreement or the Documentation.

#### **6. Term.**

Unless otherwise terminated in accordance with this section, this Agreement will commence on the Effective Date and will terminate upon Customer's written notification to Unravel that it is no longer utilizing the Software or the execution of a separate and superseding written agreement by Unravel and Customer. Either party may immediately terminate this Agreement if the other party materially breaches this Agreement. In addition, Customer may terminate this Agreement without cause with written notice to Unravel. Unless otherwise agreed by the parties, upon the expiration or termination of the Agreement

Term: (a) all rights granted herein will automatically terminate, (b) Unravel will cease providing the Services, and (c) Customer will discontinue all use of the Software and any Unravel IP, and will return (or at Unravel's written direction, destroy) all of the foregoing within five (5) business days following the effective date of termination. Sections that by their nature, or to give effect to their meaning, must survive expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement, including without limitation, Sections 1, 3, 4, 5, 6, 7, 8 and 9.

## **7. Confidentiality; Feedback.**

For purposes of this Agreement, "**Confidential Information**" means any business or technical information that either party discloses to the other, in writing, orally, or by any other means, that is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information, including but not limited to computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions, schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists, and in all instances, the source code of the Software will be deemed to be Unravel's Confidential Information and all Customer Data will be deemed to be Customer's Confidential Information, regardless of whether it is marked as such. Except as otherwise permitted under this Agreement, neither party will use the other party's Confidential Information, except as necessary to carry out its obligations under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, subcontractors, consultants, and legal and financial advisors with a need to know such information and who are parties to appropriate agreements, or otherwise bound by confidentiality obligations, sufficient to comply with this Section 7 (collectively, "**Representatives**"). Each party will be responsible for all acts and omissions of its Representatives. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that, unless prohibited by such order or requirement, the party required to make such a disclosure gives reasonable notice and assistance to the other party to enable it to contest such order or requirement or seek confidential treatment for such disclosure. The restrictions set forth in this Section 7 will not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of the receiving party; (b) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party who has a right to disclose it; (c) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (d) the receiving party independently develops without access to or use of the other party's Confidential Information. Upon the termination or expiration of this Agreement, the receiving party shall, at the disclosing party's option and request, promptly destroy all Confidential Information, including all copies thereof in whatever medium, in its possession or control, provided that the receiving party may retain (i) any copies of such materials required to be retained to comply with applicable laws or regulatory requirements and (ii) any copies of such materials contained in computer files maintained pursuant to the receiving party's customary archiving or back-up procedures. The receiving party acknowledges that use or disclosure of any Confidential Information by it in breach of this Section 7 will give rise to irreparable injury to the disclosing party, not adequately compensated by damages, and as such, the disclosing party will be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to

any other legal remedies which may be available. During the course of this Agreement, Customer may in its sole discretion provide Feedback to Unravel, and in the event Customer does so, Customer hereby grants to Unravel a royalty-free, worldwide, perpetual license to use the Feedback or incorporate the Feedback into its products and services. All Feedback is provided “as-is” without any warranties of any kind, express or implied.

## **8. No Warranties; Limitation of Liability.**

THE SOFTWARE AND SERVICES (IF ANY) ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCLUDING EACH PARTY’S OBLIGATION OF CONFIDENTIALITY UNDER SECTION 7, AND CUSTOMER’S BREACH OF SECTIONS 2 OR 5 OR OTHER VIOLATION OF UNRAVEL’S INTELLECTUAL PROPERTY RIGHTS: (A) EACH PARTY, ITS AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY SUCH PARTY; AND (B) THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE THE GREATER OF: (I) ONE THOUSAND DOLLARS (\$1,000); AND (II) THE FEES THAT CUSTOMER HAS PAID TO UNRAVEL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

## **9. Miscellaneous.**

Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining United States government export licenses to export or re-export as may be required. This Agreement will be governed by the laws of the State of California without reference to conflict of law principles. Each party agrees to submit to the exclusive jurisdiction of the courts located within the county of San Francisco, California to resolve any legal matter arising from this Agreement. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld); provided that, Unravel may assign this Agreement to any affiliate or in connection with any merger, reorganization, acquisition or other transfer of all or substantially all of such party’s assets or voting securities or similar change of control transaction. This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, writings or understandings, whether oral or in writing relating thereto. Waivers and amendments of any provision of this Agreement shall be effective only if in a physical writing and manually signed by both parties (e.g., no e-mail correspondence or other form of electronic contracting shall serve to amend, modify or waive any portion of this Agreement), provided that signatures delivered: (A) by facsimile; (B) by scanned and e-mailed .PDF format (or equivalent) file; and (C) through a nationally or internationally recognized digital transaction management service (e.g., DocuSign), shall be deemed a manually executed physical writing. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, endemic, pandemic or other public health emergency, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party. Notices must be sent by pre-paid first-class mail (certified, return receipt requested) or overnight courier, or prepaid post, in the case of Unravel, to the address for its headquarters set forth at [unravel.com](http://unravel.com) (or any successor

website), and in the case of Customer, to the address provided by Customer during its registration for access to the Software (or such other address as provided to Unravel, in writing). Notices will be deemed delivered three (3) business days after mailing, or upon confirmed delivery. This Agreement may be delivered by electronic transmission.