MASTER SERVICE AGREEMENT

Last Updated: February 2, 2023

THIS MASTER SERVICE AGREEMENT GOVERNS CUSTOMER'S ACQUISITION, ACCESS, AND USE OF THE SOFTWARE AS A SERVICE PLATFORM PROVIDED BY USAGEAI ("**COMPANY**") ("**Agreement**"). CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. COMPANY AND CUSTOMER ARE SOMETIMES REFERRED TO IN THIS AGREEMENT COLLECTIVELY AS THE "**Parties**" AND INDIVIDUALLY AS A "**Party**."

BY CREATING AN ACCOUNT, SUBMITTING A PURCHASE ORDER OR OTHER ORDERING DOCUMENT TO COMPANY FOR THE SERVICE, CLICKING A BOX INDICATING ACCEPTANCE, OR ACCESSING OR USING THE SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT AND THE COMPANY'S PRIVACY POLICY (AVAILABLE AT https://www.usage.ai/policy.html), WHICH IS INCORPORATED HEREIN BY REFERENCE. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS SET FORTH HEREIN, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE. THIS AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE THAT CUSTOMER ACCEPTS THIS AGREEMENT OR OTHERWISE CREATES AN ACCOUNT, SUBMITS A PURCHASE ORDER OR OTHER ORDERING DOCUMENT TO COMPANY FOR THE SERVICE, CLICKS A BOX INDICATING ACCEPTANCE, OR ACCESSES OR USES THE SERVICE ("**Effective Date**").

1. Definitions.

1.1 "**Analytical Data**" means any performance and usage information relating to Customer's or its Authorized Users' use of the Service that the Service generates or collects which is in aggregated or deidentified form only.

1.2 "**Authorized Purpose**" means Customer's internal business purposes.

1.3 "**Authorized User(s)**" means Customer's employees, consultants, contractors, and/or agents who are authorized by Customer to access and use the Service under the rights granted to Customer pursuant to this Agreement and who create an account with the Company in accordance with Section 2.1.

1.4 "**Cloud Resource(s)**" means the Customer's third-party cloud service account(s), savings plan(s), and environment(s), which may include Amazon Web Service and/or Google Cloud Service account(s).

1.5 "**Confidential Information**" means any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time (no more than ten (10) days) after the initial disclosure. Confidential Information may also include information disclosed to a disclosing Party by third parties. In addition, Company Confidential Information includes, but is not limited to, this Agreement, any addendum, instrument, agreement, or other document signed by both Parties in connection with this Agreement, the Service, the Program, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service or the Program, any services, or any associated technology or services, including without limitation all such information disclosed in written form. Confidential Information will not, however, include any information which (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (b) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (c) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

1.6 "**Cost Reduction**" means the net cost reduction in Customer's aggregate costs associated with its Cloud Resource(s) resulting from the adoption, integration, implementation, and/or placing into effect of a Solution.

1.7 "**Fees**" means the fees: (a) charged by the Company in connection with the (a) Customer's access to and use of the Service as posted online at www.usage.ai/pricing.pdf, which may be updated by the Company from time to time in accordance with this Agreement, and/or (b) Customer's participation in the Program; or (b) otherwise agreed to by the Parties in writing.

1.8 "**Program**" means the *BuyBack Program* administered and operated by the Company, as more specifically set forth in Exhibit A, pursuant to which the Customer may transfer certain of its unused Amazon Reserved Instance capacity and/or its unused Amazon Savings Plan, in each case, provided that they are purchased from the Company, to either: (i) the Company or (2) a third party purchaser identified by Company.

1.9 "**Service**" means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to analyze Customer's usage of its Cloud Resource(s) to identify potential cost saving measures relating thereto.

1.10 "**Solution(s)**" means any suggestion, change, and/or recommendation provided by Company through the Service that results in a Cost Reduction if adopted, integrated, implemented, and/or placed into effect by Customer.

1.11 "**Term**" shall have the meaning set forth in Section 7.1.

2. Access to Service.

2.1 Account. To access the Service, Customer and its Authorized Users' will be required to register for an account. When registering for an account, Customer and its Authorized Users' will be required to provide Company with certain registration information (including, the Customer's name, email address, account password, and other contact information). Customer acknowledges and agrees that the information provided to Company is accurate, complete, and not misleading, and that Customer will keep it accurate and up to date at all times. Each account created by an Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Customer is solely responsible for maintaining the confidentiality of its account and password and those of its Authorized Users, and Customer accepts responsibility for all activities that occur under its and its Authorized Users' accounts. Customer will immediately notify Company upon becoming aware, or having a reasonable basis to believe, that its or its Authorized Users' accounts are no longer secure.

2.2 Grant. Subject to the Customer's compliance with the terms and conditions of this Agreement (including, without limitation, the payment of all Fees accruing thereunder), Company hereby grants to Customer, during the Term, a nonexclusive and nontransferable right to allow the Authorized Users to access and use the Service for the Authorized Purpose. Customer shall not allow access to the Service by any person other than an Authorized User or use other than as reasonably necessary for the Authorized Purpose.

2.2 Reservation of Rights. Customer acknowledges that it is only granted access to the Service for the Authorized Purpose during the Term in accordance with Section 2.2 and agrees that it shall not use the Service except as permitted under this Section 2. Customer acknowledges that, as between Company and Customer, Company retains all right, title, and interest to the Service and the Program, except as expressly set forth herein. Company hereby reserves all rights to the Service and the Program (including any copyrights, patents, trademarks or other intellectual property rights embodied or used in connection therewith), except for the rights expressly granted herein.

2.3 Additional Restrictions. Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) transfer, distribute, sell, lease, license or sublicense access to the Service or Program; (b) attempt to decompile, disassemble, or reverse engineer the Service or Program, in whole or in part; (c) allow access to the Service or the Program by any person other than an Authorized User; (d) write or develop any derivative software or any other software program based upon the Service, the Program, or any Company Confidential Information; (e) use the Service or the Program to provide processing services to third parties, or otherwise use the Service on a 'service bureau' basis; or (f) provide, disclose, divulge or make available to, or permit use of the Service or the Program by any third party without Company's prior written consent.

2.4 Authorized Users. Customer acknowledges and agrees that it is responsible for all use or misuse of the Service or the Program by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement shall be deemed a breach by Customer. As between the Parties, Customer agrees that it is responsible for notifying and obtaining the agreement of such Authorized Users to the restrictions with respect to the Service and the Program. Company reserves the right to immediately suspend any or all Authorized Users' access to the Service and/or Program if Company believes, in its sole discretion, that an Authorized User has misused the Service and/or Program. Customer shall notify Company if Customer wishes to add Authorized Users; Customer may accept or deny such request in its sole discretion.

2.5 Feedback. From time to time, Customer and its Authorized Users may provide to Company (either on its own accord or at the request of Company) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the Service or the Program (collectively, "Feedback"). Customer agrees that Company shall have the perpetual, irrevocable and worldwide right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Customer or its Authorized Users.

2.6 BuyBack Program. Subject to Customer's compliance with the terms and conditions of this Agreement (including, without limitation, the payment of all Fees due thereunder), Customer may apply to receive additional services from Company relating to the Program. Customer's acceptance and participation in the Program shall, at all times, be subject to Company's approval and Customer's compliance with this Agreement and the additional terms and conditions set forth in Exhibit A.

2.6 Data. Company will solely and exclusively own the Analytical Data, and Customer hereby assigns to Company all of its right, title, and interest in and to the Analytical Data, including all intellectual property rights therein. To the extent any of the right, title and interest in and to Analytical Data cannot be assigned by Customer to Company, Customer hereby grants to Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest. Customer hereby acknowledges and agrees that (i) the Service only collects general usage data relating to Customer's use and operation of the Service and its Cloud Resources (including CPU utilization, instance metadata tags, reservation information, and information relating to Customer's compute savings plans), and (ii) Customer will at all times be solely responsible and liable for the security, collection, import, and export of any and all Customer data and information residing on its Cloud Resources.

3. Fees.

3.1 Payment of Fees. All Fees and any other payments are non-cancelable and non-refundable. Unless otherwise agreed to by the Parties in writing, Customer shall pay Company any and all Fees in accordance with this Section 3 and the table below:

Type of Cloud Resource	Fees (% of Cost Reduction)
Solution for AWS Reserved Instance (excluding EC2 Reserved Instances) *(e.g., RDS, OpenSearch, ElastiCache, DynamoDB, etc.)*	35%
Solution for all other Cloud Resources	20%

3.2 Invoicing; Interest. Company will invoice Customer regularly according to its standard practices for the Service and the Program, and all Fees are due within thirty (30) days from the invoice date. Any amounts not paid within thirty (30) days will be subject to interest of one and a half percent (1.5%) per month, which interest will be immediately due and payable. All payments hereunder must be in US dollars and made by credit card, ACH wire transfer, or through a third-party payment processor.

3.3 Taxes. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse Company for all federal, state, dominion, provincial, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Company).

4. Warranty and Limitation of Liability

4.1 Warranties by Customer. Customer represents and warrants to Company that: (a) it has the legal right, capacity and authority to enter into this Agreement and the execution, delivery and performance of this Agreement by Customer has been duly authorized by all necessary corporate action; (b) the execution, delivery and performance of this Agreement by Customer will not violate, conflict with, or cause a default under (i) its charter documents or bylaws or (ii) any material agreement, lease, instrument or other contract to which Customer is a party or by which it is bound; and (c) it has all rights, licenses, permits, qualifications and consents necessary to perform its obligations in the Agreement, including, without limitation, the granting of access to the information, materials, content, or data relating to Customer's Cloud Resource(s).

4.2. Disclaimer. Company makes no warranties, whether express, implied, or statutory regarding or relating to the Service or the Program, or any materials or services furnished or provided to Customer under this Agreement. COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, THE PROGRAM, AND ALL OTHER MATERIALS AND SERVICES PROVIDED BY THE COMPANY, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

4.3 Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL NOT, IN ANY EVENT, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE LIABILITY. The provisions of this Section 4 allocate risks under this Agreement between Customer and Company. Company's pricing of the Service reflects this allocation of risks and limitation of liability.

5. Indemnification

5.1 Indemnity by Company. Company shall, at its expense, defend or settle any claim, action or allegation brought against Customer that the Service infringes any copyright or trade secret of any third party and shall pay any final judgments awarded or settlements entered into. Company will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of Company. In the event any such infringement, claim, action or allegation is brought or threatened, Company may, at its sole option and expense: (a) procure for Customer the right to continue use of the Service or infringing part thereof; or (b) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and refund to Customer a pro rata portion, if any, of any pre-paid Fees for the terminated portion of the Service. Company and Customer will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

5.2 Exclusions Company shall have no liability hereunder if the actual or alleged infringement results from (a) Customer's or its Authorized Users' breach of this Agreement; (b) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by Company; (c) Customer's or its Authorized Users' failure to use any corrections or modifications made available by Company that would not result in any material loss of functionality; (d) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (e) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by Company in writing.

5.3 Limitation. THIS SECTION 5 STATES THE SOLE AND EXCLUSIVE OBLIGATION OF COMPANY AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

5.4 Indemnity by Customer. Customer shall, at its expense, defend or settle any claim, action or allegation brought against Company arising out of or in connection with (a) a violation of applicable law by Customer or its Authorized Users, (b) any materials or information (including any documents, data, specifications, software, content, or

technology) provided or otherwise disclosed to Company by or on behalf of Customer or any Authorized User; (c) allegation of facts that, if true, would constitute Customer's or its Authorized Users' breach of any of the representations, warranties, covenants, or obligations under this Agreement; (d) a breach or other conflict with any other agreement to which Customer is a party or by which it is bound; and (e) the gross negligence or willful misconduct of Customer or any of its Authorized Users.

5.5 Procedures. Any claim subject to indemnification under this Section 5 will be subject to the following provisions: (a) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was prejudiced by the delay; (b) the indemnifying Party will have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that no settlement admitting liability on the part of the indemnified Party may be made without the express written consent of the indemnified Party; and (c) the indemnified Party will reasonably cooperate with the indemnifying Party and its counsel at the indemnifying Party's cost and expense.

6. Confidential Information

6.1 Non-Use and Non-Disclosure. Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's employees who do not have a need to know. Notwithstanding, a receiving Party may disclose such Confidential Information that is required by law to be disclosed if the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.

6.2 Maintenance of Confidentiality. Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6.3 Return of Materials. Upon the termination or expiration of this Agreement, each Party shall deliver to the other Party all of such other Party's Confidential Information that such Party may have in its possession or control.

7. Term and Termination

7.1 Term. This Agreement will take effect on the Effective Date and will remain in force and effect until terminated by a Party in accordance with this Section 7 (the "**Term**").

Termination by Customer. This Agreement may be terminated by either Party upon thirty (30) days' prior written notice to the other Party, with or without cause.

7.3 Termination Events. Company may, by written notice to Customer, terminate this Agreement if any of the following events ("**Termination Events**") occur:

(a) Customer fails to pay any amount due Company within thirty (30) days after Company gives Customer written notice of such nonpayment; or

(b) Customer or any of its Authorized Users are in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Company gives Customer written notice of such breach; or

(c) Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Customer's or Company's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming Company's liability, which provisions will survive termination of this Agreement.

7.4 Survival and Termination Obligations. Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service and the Program. In addition, no later than thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return all any Confidential Information of the Company in its possession that is in tangible form. Customer shall furnish Company with a certificate signed by an executive officer of Customer verifying that the same has been done. Sections 2.2-2.5, 3, 4.2, 4.3, 5, 6, 7.3-7.4, and 8 shall survive any termination or expiration of this Agreement.

8. Miscellaneous

8.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Company. Company may assign this Agreement without consent in connection with its reorganization, reincorporation, sale of assets, merger or consolidation, without the prior written consent of Customer. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 8.1 shall be null and void.

8.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the first paragraph of this Agreement. Either Party may change its address for notice by notice to the other Party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

8.3 Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either Party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or reasonably should have known of the breach or claimed breach.

8.4 No Warranties. No employee, agent, representative or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Service. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

8.5 Force Majeure. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

8.6 Waiver. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. No exercise or enforcement by either Party of any right or

remedy under this Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce.

8.7 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

8.8 Integration. This Agreement (including Exhibit A) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.

8.9 Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Company to object to such terms, provisions or conditions.

8.10 Export. Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and shall not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.

8.11 U.S. Government Restricted Rights. If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that Company provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Company to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8.12 Publicity. Customer acknowledges that Company may desire to use its name in press releases, product brochures and financial reports indicating that Customer is a customer of Company, and Customer agrees that Company may use its name in such a manner, subject to Customer's consent, which consent will not be unreasonably withheld.

8.13 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

8.14 Governing Law. This Agreement shall be governed by the laws of the United States and the State of New York, without reference to conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in New York County, New York. The Parties hereby consent to the exclusive jurisdiction and venue of such courts.

Exhibit A

BuyBack Program Terms and Conditions

1. **The Program.**

1.1 Scope. Any unused AWS Reserved Instance capacity ("**AWS Reserved Instance**") or unused AWS Savings Plan ("**AWS Savings Plan**") that is not purchased directly from the Company is not eligible for the Program and will not be considered for purposes of the Non-Usage Credits (as such term is defined below).

1.2 Restrictions. Each AWS Reserved Instance and AWS Savings Plan must: (i) be unused, purchased from the Company, and, with respect to AWS Reserved Instances, must not be in the *GovCloud* region; (ii) have a remaining term of at least one (1) month; (iii) have been active for at least thirty (30) days; and (iv) be fully paid up with no outstanding balances due and payable to Amazon.

1.3 Further Assurances; Failure to Transfer. Customer shall promptly execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the AWS Reserved Instance and/or AWS Savings Plan to the applicable Purchaser (as defined below), and cause the AWS Reserved Instance and/or AWS Savings Plan to be registered in the name of the applicable Purchaser. If Customer fails to promptly complete the contemplated transfer, Company may in addition to, and not in lieu of, all other remedies available at law or in equity, terminate Customer's participation in the Program by written notice to Customer, which notice may be given via email. Customer agrees and acknowledges that it will remain liable and responsible for the performance of any obligations or liabilities under the registration agreement for the AWS Reserved Instance and/or AWS Savings Plan between Customer and Amazon until the AWS Reserved Instance and/or AWS Savings Plan is successfully sold and transferred to the applicable Purchaser. For purposes of this Agreement, "**Purchaser**" means either: (i) the Company or (ii) a third-party purchaser identified by Company through the services provided in connection with the Program.

1.4 Assignment. Customer hereby irrevocably sells, assigns, transfers, and conveys to the applicable Purchaser all right, title, and interest in and to the AWS Reserved Instance and/or AWS Savings Plan.

1.5 Additional Terms. The parties may mutually agree, in writing, to additional terms, conditions, and/or restrictions regarding Customer's participation in the Program. Customer's participation in, and rights under, the Program is at all times subject to Customer's compliance with the terms and conditions of the Agreement, this Exhibit A (including, without limitation, the payment of all Fees due thereunder), and any other terms and conditions agreed to by the parties in writing.

1.6 Non-Usage Credits. Customer will only be entitled to Non-Usage Credits (as defined below) in an amount equal to the total amount of Fees paid by Customer to Company under the Agreement during the applicable month. For purposes of this Exhibit A, "**Non-Usage Credits**" means the credits issued by the Company to the Customer in connection with AWS Reserved Instances and/or AWS Savings Plans that are not utilized by the Customer at any point during an applicable month. Non-Usage Credits (i) are assessed on a monthly basis, (ii) may not be redeemed, converted, or exchanged for monetary amounts, and (iii) will be immediately applied to any Fees due by the Customer in a subsequent invoice issued by the Company. For the avoidance of doubt, any unused capacity for an AWS Reserved Instance or AWS Savings Plan arising from any of the following circumstances shall not be included for purposes of calculating Non-Usage Credits: (1) any purchase by Customer or any third acting on its behalf of the applicable AWS Reserved Instance or AWS Savings Plan; (2) the applicable AWS Reserved Instance or AWS Savings Plan was not purchased from, or otherwise managed by, the Company; (3) any termination or expiration of Customer's access to or use of the Service; or (4) the Customer's account(s) with Amazon Web Services for the applicable AWS Reserved Instance or AWS Savings Plan are terminated or otherwise excluded from, or do not otherwise qualify for, for any discounts generally afforded to any of Amazon Web Services' other AWS Reserved Instances or AWS Savings Plans. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT NON-USAGE CREDITS ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY UNUTILIZED AWS RESERVED INSTANCES AND/OR AWS SAVINGS PLANS.

2. **Fees.**

2.1 Purchase Price. Subject to Customer's compliance with the terms and conditions of the Agreement and this Exhibit A (including, without limitation, the payment of all Fees due thereunder), if the Purchaser is Company, Company shall purchase the applicable AWS Reserved Instance and/or AWS Savings Plan from Customer in an

amount equal to the fees paid by Customer to Amazon for the applicable AWS Reserved Instance and/or AWS Savings Plan, which shall be pro-rated for the number of unused months remaining for such AWS Reserved Instance's and/or AWS Savings Plan's term, which will be rounded down to the nearest month ("**Purchase Price**").

3. **Additional Terms.**

3.1 Compliance. Customer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Exhibit A.

3.2 Indemnification. Customer shall indemnify, defend and hold harmless the applicable Purchaser and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, incurred or suffered by the Purchaser relating to any claim arising out of or occurring in connection with (i) the AWS Reserved Instance and/or AWS Savings Plan purchased by the Purchaser from Customer, (ii) Customer's gross negligence or willful misconduct, or (iii) breach of the terms and conditions set forth in this Exhibit A. Customer shall not enter into any settlement without Company's prior written consent.

3.3 Representations and Warranties. Customer represents and warrants that: (i) the sale of the AWS Reserved Instance and/or AWS Savings Plan to a Purchaser will not violate, conflict with, or cause a default under (a) its charter documents or bylaws or (b) any agreement, lease, instrument or other contract to which Customer is a party or by which it is bound; (ii) it has all rights, licenses, permits, qualifications and consents necessary to perform its obligations in this Exhibit A; (iii) the AWS Reserved Instance and/or AWS Savings Plan will be free and clear of all liens, security interests, or other encumbrances; (iv) the registration agreement for the AWS Reserved Instance and/or AWS Savings Plan between Customer and Amazon is in full force and effect and all associated fees are paid in full; (v) Customer has at all times been and remains in full compliance with the terms and conditions of such registration agreement; and (vi) Customer has not taken any action or entered into any agreement for Customer to, or requiring Company to, assign, transfer, license, or grant to any other person or entity the right to use the AWS Reserved Instance and/or AWS Savings Plan or that otherwise encumbers the AWS Reserved Instance and/or AWS Savings Plan.

3.4 Disclaimer. Company makes no warranties, whether express, implied, or statutory regarding or relating to the Program or any materials or services furnished or provided to Customer under this Exhibit A. COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM AND ALL OTHER MATERIALS AND SERVICES PROVIDED WITH RESPECT TO THE PROGRAM, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.