

ACTIAN CORPORATION

AVALANCHE SERVICES AGREEMENT

THIS AVALANCHE SERVICES AGREEMENT (THE “AGREEMENT”) GOVERNS ALL SERVICES (“SERVICES”) PROVIDED AND PROVISIONED BY ACTIAN CORPORATION (“ACTIAN” OR “WE” OR “US”) DIRECTLY OR IN CONCERT WITH THE GOOGLE CLOUD PLATFORM MARKETPLACE WEBSITE LOCATED AT [HTTPS://CONSOLE.CLOUD.GOOGLE.COM/MARKETPLACE](https://console.cloud.google.com/marketplace), THE AMAZON AWS MARKETPLACE WEBSITE LOCATED AT [HTTPS://AWS.AMAZON.COM/MARKETPLACE/](https://aws.amazon.com/marketplace/), OR THE THE MICROSOFT AZURE MARKETPLACE WEBSITE LOCATED AT [HTTPS://AZUREMARKETPLACE.MICROSOFT.COM](https://azuremarketplace.microsoft.com) (EACH A “SITE,” COLLECTIVELY THE “SITES”), OR PURSUANT TO ORDERS PLACED BY YOU DIRECTLY WITH ACTIAN OR A THIRD PARTY AUTHORIZED BY ACTIAN TO RECEIVE ORDERS ON ORDER FORMS PROVIDED BY ACTIAN OR ITS AUTHORIZED THIRD PARTY THAT REFERENCE THIS AGREEMENT AND INCLUDE YOUR ORDER-SPECIFIC INFORMATION INCLUDING, BUT NOT LIMITED TO: YOUR BILLING INFORMATION, A LIST OF THE SERVICES ORDERED AND ANY APPLICABLE PRICING METRICS (SUCH AS THE NUMBER OF USERS, TIME PERIOD, AMOUNT OF DATA, ETC.) AND PRICE (“ORDER FORM(S)”). THIS AGREEMENT ALSO GOVERNS YOUR INTERACTION WITH THE AVALANCHE SERVICES REGARDLESS OF WHETHER YOU ARE BILLED BY OR PAY ACTIAN DIRECTLY, OR WHETHER YOU PAY GOOGLE, LLC, HCL AMERICA, INC. OR ANOTHER ACTIAN-AUTHORIZED RESELLER (“RESELLER”) FOR YOUR AVALANCHE SERVICES.

IN ALL EVENTS, THIS AGREEMENT FORMS A MATERIAL AND INTEGRAL PART OF YOUR CONTRACT TO PURCHASE THE AVALANCHE SERVICES. THE TERMS OF THIS AGREEMENT WILL PRESIDE OVER ANY CONFLICT OR INCONSISTENCY BETWEEN ANY ORDER FORM AND THIS AGREEMENT.

YOU HAVE INCONTESTABLY INDICATED YOUR ACCEPTANCE OF THIS AGREEMENT AS A PREREQUISITE TO USING THE AVALANCHE SERVICES. BY CLICKING THE “SUBSCRIBE” OR OTHER SIMILAR BUTTON IN THE SITES, ACCEPTING A PRIVATE OFFER FOR THE SERVICES IN THE SITES, OR THROUGH ACTIAN OR ANY RESELLER, OR ENTERING INTO A SEPARATE ORDER FORM WITH ACTIAN OR A RESELLER, OR ACCESSING AND USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY.

1. **TRIAL OR BETA VERSIONS.** If You are registering to use the Services for a trial period or are registering to use a beta version of the Services, You may only use the Services for internal evaluation purposes during the applicable trial or beta Term (as defined below). Provisions in this Agreement regarding support and Available Access Time (as defined below) do not apply to trials or beta versions of the Services.

2. **SERVICES AND SUPPORT.** Subject to Your compliance with the terms and conditions of this Agreement, including without limitation Your payment of the applicable fees for the use of the Services (“Fees”), Actian grants You a nonexclusive, nontransferable, revocable, limited license during the Term to access and use the Services solely as necessary to upload, store, manage and query Your Content (as

defined below). Unless otherwise expressly authorized in writing by Actian, You may only use the Services for Your internal business purposes. You will adhere to all laws, rules, and regulations applicable to Your use of the Services. Actian will make support available for the Services (“Support Services”) of the type accorded the level of Services You have purchased. The details of such Support Services, including the different levels of Support Services available as of this writing, can be found at <https://supportservices.actian.com/support-services/actian-avalanche/>, but are subject to change from time to time by Actian. You may purchase a higher level of Support Services directly from Actian at its then-applicable pricing and under its then-applicable Support Services program. Actian’s general support policy can be found at <http://supportservices.actian.com/support-services/support#policy>. You may not use or access the Support Services for the benefit of a third party, or provide access to or permit use of Support Services by a third party.

3. **ACTIAN TOOLS.** From time to time, Actian may make available to You certain software, tools, and other materials for download and use in connection with Your use of the Services (“Actian Tools”). Subject to Your compliance with the terms and conditions of this Agreement, including without limitation Your payment of all applicable Fees, Actian grants You a nonexclusive, nontransferable, revocable, limited license during the Term to download, install, copy, and use the Actian Tools solely in connection with and as necessary for Your use of the Services.

4. **RESTRICTIONS.** You agree not to: (i) use the Services, Support Services or Actian Tools except as expressly authorized in this Agreement and Your Order Form; (ii) use any device, software, or routine that (a) interferes with any application, function, or use of the Services, Support Services or Actian Tools, or (b) is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or communication; (iii) resell, sublicense, time-share, or otherwise use or share the Services with or for the benefit of any third party, including but not limited to using the Services in a service bureau, SaaS, ASP, marketing, training outsourcing services, consulting services or other commercial service related to the Services or other similar hosted environment, except as otherwise expressly permitted in this Agreement or authorized by Actian in writing; (iv) frame or mirror the Sites; (v) decompile, disassemble or reverse-engineer the Actian Tools or the underlying software that is part of the Services or otherwise attempt to derive the source code for the foregoing; (vi) use the Services, Support Services or Actian Tools either directly or indirectly to support any activity that is illegal; (vii) access the Services for purposes of monitoring its availability, performance or functionality (other than for trial purposes), or for any other benchmarking or competitive purposes; (viii) use the Services to develop a product or service which is competitive with any of the Services marketed by Actian, (viii) download or export from the Sites any Actian software or software images or disks connected with the Services unless You have purchased the requisite licenses from Actian or an authorized Third Party to use such software images; or (ix) authorize any third parties to do any of the above. You shall notify Actian if You become aware of any unauthorized access to, or use of, the Services. In addition, a data limit of one terabyte (1 TB) applies to data exported out of the Services by any means each month, including query results, calculated as a cumulative value across all Your Avalanche clusters. If the data transferred out of the Services exceeds this monthly 1 TB limit, Actian reserves the right to either suspend Your Services or impose additional charges for exceeding the data limit.

5. **NO SPAM.** You will not distribute, publish, send, or facilitate unsolicited mass e-mailings, promotions, advertising, or solicitations (e.g. “spam”), including commercial advertising and informational announcements. Actian and the CSV (as defined below) may: investigate violations of this Agreement or misuse of the Services; or remove, disable access to, or modify any Content or resource that violates this Agreement or any other agreement with You for use of the Services or the CSV services. Actian and the CSV may report any activity that Actian or the CSV suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer information. Actian and the CSV also may cooperate with

appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Agreement.

6. **OWNERSHIP.** Actian and/or its licensors own all worldwide right, title and interest in and to the Services and the Actian Tools, including all worldwide intellectual property rights therein. You may not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing in or on the Services as provided. You may from time to time provide suggestions, comments, or other feedback to Actian with respect to the improvement, correction, or modification of the Services or Actian Tools (collectively, "Feedback"). You agree that Actian shall be free to use, disclose, reproduce, license, distribute, and otherwise commercially exploit the Feedback provided to it with respect to the Services or Actian Tools as it sees fit, entirely without obligation or restriction of any kind. You may not modify, alter, tamper with, repair or otherwise create derivative works, compilations or collective works of the Services, Actian Tools or software provided or accessible in connection therewith.

7. **FEES AND BILLING.** In order to access and use the Services, You are required to pay the applicable Fees for the Services you order to Reseller under Your agreement with Reseller, or if that means of payment becomes unavailable or You elect to order the Services directly from Actian or a third party authorized to take orders for the Services, you will make payment to Actian or a third party who Actian authorizes You in writing to pay.

a. **For Orders Through Reseller.** Depending on the Services and payment options made available by Reseller and selected by You, Fees may include one-time charges, hourly, monthly, quarterly, or annually recurring charges, and usage-based charges. Payment terms will be set forth in Your agreement or Order Form with Reseller. You will report any dispute concerning a Fee to Reseller in writing within thirty (30) days of the date of the invoice. You waive the benefit of any dispute that You do not raise during that time period. All Fees are nonrefundable. Actian reserves the right to charge a reconnection fee if Your Services are suspended or if You terminate this Agreement and re-order Services through Reseller within three months from the termination date. If any amount is more than thirty (30) days overdue in being paid to Reseller (whether by You or a third party acting on Your behalf), Actian may suspend Your access to the Services and Support Services until all overdue amounts are paid in full, and if such late payment is not cured according to the provisions of Section 11(a), Actian reserves the right to terminate Your access to the Services and Support Services.

b. **For Orders Through Actian.** For orders placed directly with Actian (or a third party who Actian authorizes You in writing to pay), You will pay all Fees in advance of your use of Services on a monthly basis, unless otherwise agreed to in a separate Order Form between You and Actian. Depending on the Services and payment options made available Actian or its authorized third party and selected by You, Fees may include one-time charges, hourly, monthly, quarterly, or annually recurring charges, and usage-based charges. Payment terms will be set forth in an Order Form You place with Actian (or a third party authorized by Actian to accept orders). When you pay Actian (or a third party who Actian authorizes You in writing to pay), Fees are exclusive of all taxes, levies, and duties imposed by taxing authorities, and You are responsible for all such taxes, excluding taxes based solely on Actian's income. You will report any dispute concerning a Fee to Actian or its authorized third party in writing within thirty (30) days of the date of the invoice. You waive the benefit of any dispute that You do not raise during that time period. All Fees are nonrefundable. Actian reserves the right to charge a reconnection fee if Your Services are suspended or if You terminate this Agreement and re-order Services from Actian within three months from the termination date. If any amount is more than thirty (30) days overdue in being paid to Actian (whether by You or a third party acting on Your behalf), Actian may suspend Your access to the Services and Support Services until all overdue amounts are paid in full, and if such late payment is not cured according to the provisions of Section 11(a), Actian reserves the right to

terminate Your access to the Services and Support Services.

8. **USER ACCOUNTS.** You are responsible for obtaining, maintaining, and supporting all internet access, computer hardware, and other equipment and services needed for access to the Services. You are responsible for properly configuring and using the Services and taking Your own steps to maintain appropriate security and protection of Your Content, including using encryption technology to protect Your Content from unauthorized access and routinely archiving Your Content. For the avoidance of doubt, You, and not Reseller or Actian, are responsible for all actions taken through access to Your account in the Services, including all actions taken using Your login credentials.

9. **YOUR CONTENT.** As used herein, “Content” means any material, information or data, whether owned by You or a third party, that is provided by You and with which You use the Services to upload, store, manage or query. As between Actian and You, all Content provided or submitted by You to Actian through the Services, remains Your sole property. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all of Your Content and (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Actian promptly of any such unauthorized use. You hereby grant to Us, and We hereby accept, the non-exclusive, nonsublicenseable license to use, copy, store, modify and display Your Content solely to the extent necessary to provide the Services to You. You represent and warrant that: (i) You or Your licensors own all right, title and interest in and to Your Content or have all the rights in the Content to use it and grant the rights contemplated in this Agreement; (ii) no Content will contain any malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Services or CSV network; and (iii) You will not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive.

You must abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Services, including those related to export regulations, data privacy, international communications and the transmission of technical or personal data. By using the Services, You agree to and are bound by the terms and conditions of the Actian Data Processing Addendum (“DPA”), which can be found at http://esdcdn.actian.com/DataCloud_Docs/ACTIAN-DATA-PROCESSING-ADDENDUM-DataCloud-Services.htm, and such DPA is incorporated by reference into this Agreement. You will ensure that any PII transmitted through the Services by You will be encrypted with enterprise standard encryption technology prior to transmitting the PII through the Services. You will not provide any keys to Actian allowing Actian to decrypt the PII. As used herein, “PII” means any information or data that identifies an individual or from which an individual may be identified, including, without limitation, an individual’s name, address, telephone number, driver’s license, identification card or passport numbers, personal identification codes or numbers, electronic mail names or addresses, financial account information, credit card numbers, account numbers and all “personal information,” “nonpublic personal information,” personal health-related information, and other similar information, however described, as defined under applicable data privacy and security laws.

10. **ACTIAN RESPONSIBILITIES.** Actian shall use commercially reasonable efforts to: (i) not disclose or use Your Content except as reasonably necessary in connection with providing the Services. Notwithstanding the foregoing, Actian may disclose Your Content if Actian determines that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce this Agreement; (c) to comply with Actian’s agreement with the CSV or as otherwise required by the CSV, or (d) to respond to claims that You are using the Services to perform or support activities that violate the law or the rights of third parties. Unless prohibited by law or legal process, Actian will use its commercially reasonable efforts to not disclose Content without giving You notice of the request for such disclosure and a reasonable period of time to respond to such request; (ii) maintain

the security and integrity of the Services; (iii) provide support procured from Actian on the Order Form or included in the Services; (iv) ensure that the Services are available and performing substantially in accordance with the online help documentation with an Available Access Time of 99.5% over each monthly period during the Term. "Available Access Time" means twenty-four (24) hours per day, seven (7) days per week, except for: (1) planned down time and (2) down time caused by circumstances beyond Actian's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or labor problems, problems with software, hardware, telecommunications lines, network connections, or other equipment not within Actian's possession or reasonable control, or denial of service attacks. Your sole and exclusive remedy, and Actian's sole liability, for Actian's failure to provide the Services or to meet the Available Access Time or otherwise provide the Services in accordance with this Agreement shall be in the form of Actian providing You Service Credits in accordance with its then-current policy for Reseller customers who enroll in the Services under like terms.

11. **TERM AND TERMINATION.** This Agreement will commence on the date that You click the "Subscribe" button or other similar button in the Sites (unless a different effective date is specified in an Order Form in which case the effective date in the Order Form will apply as the start date for the Agreement) and will remain in effect for the period for which You have paid for the Services ("Term"), unless earlier terminated by You or Actian as provided below in this Section. If You are accessing trial or beta versions of the Service under Section 1 above, the Term will automatically terminate at the end of the applicable trial or beta period specified by Actian, or if no trial or beta period is specified by Actian, then thirty (30) days from the date that You click the "Accept" button (or the effective date specified in an Order Form, as applicable). You may terminate this Agreement at any time with at least thirty (30) days prior written notice. However, in the case of such termination by You, all Fees paid by You under this Agreement are nonrefundable, including, but not limited to, any portion of fees paid in advance by You for the Services. Also, such termination by You shall not relieve You of Your obligation to pay any Fees accrued or payable to Actian or an authorized third party relating to the Services prior to the effective date of termination, and You shall immediately pay to Actian all such Fees upon the effective date of termination. Without limiting any other remedies available to it, Actian may immediately suspend access to the Services or Support Services or terminate this Agreement or the Services or Support Services if: (a) You breach any material provision of this Agreement that, (if it is capable of being cured) is not cured within fifteen (15) days from written notice to You; (b) Actian determines that Your actions are likely to cause legal liability for Actian or its suppliers and other customers or Your use of the Services has violated the CSV's acceptable use policy; (c) Your use of the Services disrupts or poses a security risk to the Services or any other third party or may harm the CSV network, any third party network or Actian's network; (d) You are using the Services for fraudulent or illegal activities; (e) Actian's continued provision of any of the Services is prohibited by applicable law; (f) CSV modifies the terms of its agreement with Us by including new or amended terms that We refuse to accept, (g) CSV modifies its offerings or technology in such a way as to negatively affect the Services; (h) CSV suspends or terminates its agreement to provide Actian the CSV services or fails to provide Actian the CSV services for any reason; (i) You violate Your agreement with Reseller with respect to the Services, including without limitation the Sites terms of service, as applicable; (j) Reseller and Actian discontinue their relationship with respect to the sale of the Services or Reseller discontinues transferring payment to Actian with respect to Your use of the Services; or (k) 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 Your use of or access to the Services is suspended: (a) You remain responsible for all fees and charges You have incurred through the date of suspension; (b) You remain responsible for any applicable Fees and charges for any Services to which You continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and (c) You will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

12. **EFFECTS OF TERMINATION.** We will have no obligation to continue to store or permit You to retrieve Your Content following any termination or expiration of this Agreement. But upon any suspension or termination of the Services or this Agreement, Actian will be available to assist You in migrating Your Content, provided You pay Actian in advance at its then-current applicable rates for such Content migration. Upon any expiration or termination of this Agreement, except for the items in this Section 12 (a) through (c) above, the rights and licenses granted hereunder will automatically terminate, and You may not continue to use the Service. Actian will have no liability for any costs, losses, damages, or liabilities arising out of or related to Actian's termination of this Agreement. The provisions of Sections 4, 5, 6, 7, 9, 11-16, and 18 will survive termination of this Agreement.

13. **INDEMNITY.** You will defend, indemnify and hold Actian and its licensors harmless from and against any loss, damage, liability or cost (including reasonable attorneys' fees) resulting from any third party claim based on: (i) Your use of Content alone or in combination with other applications, content or processes, that infringes, misappropriates, or violates the rights of, or has caused harm to, a third party; (ii) a violation by You of Your representations and warranties; (iii) a breach by You or Your authorized users of this Agreement or violation of applicable law; or (iv) a claim against the CSV or Reseller concerning a dispute between You and Us; provided that Actian promptly notifies You in writing of any and all such claims. In the event of any loss, damage, liability or cost for which You are obligated to indemnify Actian hereunder, You shall have sole control of the defense and all related settlement negotiations, and Actian shall reasonably cooperate with You in the defense and/or settlement thereof at Your expense; provided that Actian may participate in such defense using its own counsel, at its own expense. If We, CSV, Reseller or any of the foregoing's affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process resulting from any third party claim listed above, You will also reimburse such party for reasonable attorneys' fees, as well as such party's employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at such party's then-current hourly rates. We may also assume control of the defense and settlement of the claim at any time.

14. **DISCLAIMER.** The Services and Actian Tools are provided "AS IS" and the entire risk as to satisfactory performance, accuracy, and effort is with You. Actian does not warrant that the operation of the Services or Actian Tools will be error free or uninterrupted. ACTIAN HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

15. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ACTIAN'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL ACTIAN AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATED TO THE SERVICES, ACTIAN TOOLS OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY INFORMATION OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT (OR SUCH PARTY'S LICENSORS) HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO THE EXTENT PROHIBITED BY

APPLICABLE LAW.

16. **USAGE DATA.** In addition to certain information about You, including Your account information, authorized user information, and services and support information, that is needed to provide You with the Services, Actian may maintain other information about You, including the duration and frequency of Your use of the Services and other usage data (collectively “Usage Data”). Actian uses the Usage Data for internal business purposes only, including improving, testing and providing the Services and additional services. Actian may disclose Usage Data in aggregate form (e.g., data aggregated from Your and other customers’ use of the Services, but does not identify You or any other customer) for promotion, statistical analysis, market analysis, financial analysis, and other such purposes.

17. **AMENDMENTS.** Actian may modify the terms of this Agreement or Services at any time and those amendments shall be effective at the time notice is given. You will be given notice of any amendments to this Agreement of the Services. In the event that CSV or Reseller modifies the terms of its agreements with Us (or We change the particular CSV on which the Services are based), You acknowledge and agree that We may modify the terms of this Agreement to conform to the changed CSV or Reseller terms, and such changes shall be effective at the time the changes in Our agreement with the CSV or Reseller (or their new terms) become effective. Actian may provide notice to You by means of (i) posting information or a link to it on the Actian website applicable to the Services, (ii) a general notice on Your account login screen, or (iii) by email to Your e-mail address on record under Your account. Such notice shall be deemed to have been given upon the expiration of three days after posting, immediately upon display on Your account login screen, or one day after emailing.

18. **GENERAL.** This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it. This Agreement and any action related to this Agreement shall be governed by California law and controlling U.S. federal law, and the choice of law rules of any jurisdiction shall not apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The venue for any claims arising under this Agreement shall be the federal courts located in the Northern District of California or the state courts located in Santa Clara County or San Francisco County, California, and the parties agree to submit to the exclusive jurisdiction of such courts. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and Actian as a result of this Agreement or use of the Services. You may not assign, transfer, or otherwise delegate any of Your rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of Actian. Any attempt to assign, transfer or otherwise delegate any of Your rights, duties, or obligations under this Agreement without the prior written consent of Actian shall be void. Except with respect to the obligation to pay fees when due hereunder, neither party shall be deemed in default of this Agreement because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a “Force Majeure”), provided it gives reasonably prompt notice of the Force Majeure condition to the other party and uses reasonable efforts to mitigate the delay or failure. This Agreement and any Order Forms constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any additional or different terms in Your documents (including any terms contained on ordering documents and purchase orders) shall not apply and are hereby deemed to be material alterations and notice of objection to, and rejection of them is hereby given. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by a duly authorized representative of the party against whom the waiver is to be asserted. The failure by either party to enforce any provision of this Agreement will

not constitute a waiver of future enforcement of that or any other provision.

19. **ADDITIONAL TERMS FOR CSVs.** a) “CSV” means a third-party cloud service vendor which has entered a contract with Us to provide cloud services to Us on which the Services are based. For purposes of Section 15 (“Limitation on Liability”) of the Agreement, the term “Our suppliers” includes CSVs and Resellers, and for purposes of Section 13 (“Indemnity”) of the Agreement, the term “licensors” includes CSVs and Resellers. b) “Service Level Agreement” means the service level agreement that We offer with respect to the Services for the specific CSV on which the Services are based, and which is provided in this Agreement or on Our website.

April 29, 2021