

ALATION MASTER CLOUD SOFTWARE LICENSE AND SERVICES AGREEMENT

Version: August 25, 2025

This Master Cloud Software License and Services Agreement (“**MSA**”) is entered into by Alation, Inc. (“**Alation**”) and Customer identified on the relevant Order or Statement of Work (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**” and is effective as of the date of the last signature hereto (“**Effective Date**”).

1. DEFINITIONS

These words and expressions will mean the following:

“**Affiliate**” means any entity directly or indirectly controlled or owned by a Party where “ownership” means the beneficial ownership of fifty per cent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“**Alation Agent**” means the software package to connect Customer’s on-premises data sources to Alation Cloud.

“**Alation Cloud**” means the then available Alation software-as-a-service data intelligence platform identified in the relevant Order, as updated from time to time, with the features and functionality described in Documentation. Alation Cloud excludes any platform, add-on, service, code or product not provided by Alation.

“**Alation Technology**” means, collectively, Alation Cloud, Documentation, Alation Agent, Alation’s Confidential Information and any other associated functionality.

“**Beta Versions**” means Alation’s services or functionality that are not generally made available and which are designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Creator**” means a Named User who may generate content, curate data elements, run queries, configure Alation Cloud, and manage other Named User accounts.

“**Customer Data**” means any data that Customer or its Named Users submit to Alation Cloud.

“**Documentation**” means, without limitation, the end user manuals, operation instructions, installation guides, release notes and online help files regarding Use of Alation Cloud, as provided to Customer and which may be revised from time to time.

“**Explorer**” means a Named User who may do everything a “Viewer” can do and use query forms in Alation Cloud.

“**Named User**” means a specific Customer’s employee or contractor authorized by Customer and identified by a unique email address to use Alation Cloud, provided that such Named User has logged in at least once within a rolling twelve (12) month period, regardless of whether such Named User is using Alation Cloud at any given moment, and includes Creators, Explorers and Viewers.

“**Order**” or “**Statement of Work**” means an ordering document specifying the products and/or services to be provided thereunder that is entered into between Customer and Alation or any of their Affiliates, including any addenda and supplements thereto.

“**Personal Data**” has the meaning given to it in the Alation Data Privacy Addendum.

“**Professional Services**” means the professional services provided by Alation to assist Customer in Using Alation Cloud, as identified in an Order or Statement of Work.

“**SLA**” means the Alation Service Level Agreement, the current version of which is attached in Exhibit B hereto.

“**Subscription Term**” means the term of the License as described in the relevant Order.

“**Trial**” means Customer’s internal evaluation of Alation Cloud functionalities made available by Alation during the period designated by Alation.

“**Use**” means that Customer or its Affiliates may access, utilize or otherwise interact with Alation Technology pursuant to the Agreement.

“**Viewer**” means a Named User who may benefit from the occasional ability to search and browse datasets and collaborate through Alation Cloud.

2. OVERVIEW AND USE OF ALATION CLOUD

2.1 Overview. This MSA together with any applicable Orders, Statements of Work and any exhibits, appendices, schedules, or attachments, and any amendments hereto entered into by the Parties constitutes the agreement (“**Agreement**”) under which Customer may license Alation Cloud and receive Support and Professional Services in respect of Alation Cloud, as specifically set out in one or more Orders or Statements of Work.

a) Orders and Statements of Work. Each Order and Statement of Work will determine the Subscription Term and Fees for Alation Cloud and/or Professional Services, and other terms applicable to Alation Cloud and/or Professional Services. Absent the execution of an Order or a Statement of Work, this MSA does not itself represent a commitment by Customer to order any products or services from Alation. To become effective, an Order or Statement of Work must be signed by an authorized representative of each Party.

b) Order of Precedence. In the case of conflict, the following order of precedence applies:

- i. Exhibits, addenda, appendices, schedules, attachments, and amendments to the MSA,
- ii. this MSA,
- iii. Order(s),
- iv. Statement(s) of Work.

provided that if an Order or Statement of Work explicitly states that it is intended to supersede an identified provision of the MSA, it then shall supersede.

2.2 License Grant. Subject to Customer’s compliance with the Agreement, including the timely payment of all applicable Fees, Alation hereby grants to Customer a limited, revocable, non-perpetual, non-exclusive, non-transferable license to Use Alation Cloud pursuant to the Documentation generally provided during the Subscription Term described in each Order, solely

for Customer's internal use and business purposes (the "**License**"). During the Subscription Term, Alation hosts software for Alation Cloud and Customer has no contractual right, or otherwise, to take possession of the software or the right of software hosting at any time. The License includes Customer's optional installation on computers owned or controlled by Customer of Alation Agent.

2.3 Accountability. Customer is responsible for any activity occurring under its Named User accounts and will ensure that it and its Named Users abide by all laws, treaties, regulations and the like applicable to Customer's Use of Alation Technology. Customer is solely responsible for any decisions made or actions taken in connection with its usage of Alation Technology. Customer will (a) not share (and will instruct each Named User not to share) such credentials with any other person or entity or otherwise permit any other person or entity to access or use Alation Technology; (b) notify Alation promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (c) notify Alation promptly of and promptly stop any unauthorized use, copying, or distribution of Alation Technology that is known or suspected by Customer or its Named Users; or (d) not impersonate another Alation user or provide false identity information to gain access to or use Alation Technology.

2.4 Restrictions; Usage Limits and Monitoring.

a) **Restrictions.** Customer and its Named Users will not and will not allow any third-party to use Alation Cloud to:

- i. decompile, disassemble, decode, redesign, reverse engineer, or attempt to reconstruct it or discover any source code, algorithms, architecture, or other elements of it;
- ii. translate, adapt, modify, remove or obscure any proprietary notices in it,
- iii. develop or operate products or services to compete with it or allow access to it by any competitor of Alation or any unauthorized persons;
- iv. sell, license, sublicense, rent, lease, transfer, or otherwise assign or grant any rights to any third party in it; or
- v. circumvent any agreed usage restrictions pursuant to the Agreement and the Documentation.

Customer is fully responsible for its and its Named Users' compliance with the terms and conditions of the Agreement and any breach of the Agreement by a Named User or any third party authorised by them shall be deemed a breach by Customer.

b) **Additional Users and User Reassignment.** Each individual will be assigned a unique Named User identification that cannot be shared or used by more than one individual. The number of Named Users and their user level will be specified in the applicable Order. Additional Named Users may be purchased pursuant to the Parties entering into an Order and unless otherwise specified in the relevant Order, the Subscription Term of any additional Named Users shall be coterminous with the Subscription Term in effect at the time the additional Named Users are added. Named User subscriptions may be reassigned to new Named Users replacing former Named Users who no longer require to use Alation Cloud. Unless otherwise specified in the relevant Order, the replacement Named User shall be under the same Subscription Term of the original Named User.

c) Usage Monitoring. Alation reserves the right to periodically review the number of Named Users, number of connectors, apps, objects, and Customer's Use. Customer may have certain usage limits, as specified in the applicable Order. If exceeded, Customer will be subject to increased Fees without a separate Order. Without limiting the foregoing and with two (2) days prior written notice, Alation has the right to remove any unauthorized users of Alation Technology that Alation finds to violate the number of Named Users specified under the applicable Order.

2.5 Proprietary Rights.

a) Alation Intellectual Property. Alation Technology is licensed and not sold. Alation hereby retains all right, title, and interest, including all intellectual property rights, in and to Alation Technology, all copies and portions thereof, and all improvements, enhancements, modifications, and derivative works thereof, and all intellectual property rights therein. As a condition of License, Customer must retain all proprietary, copyright and other attribution legends on all copies of Alation Technology.

b) Customer Data. Customer exclusively owns all rights, title and interest in all Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use Customer Data, and hereby warrants that it has and will have all rights and consents necessary to allow Alation to use such data as contemplated by the Agreement. Customer hereby grants to Alation a royalty-free, fully paid, non-exclusive, non-transferable (except as set out herein), non-sub-licensable, worldwide right to use and process Customer Data to provide Customer Alation Cloud and any other services expressly agreed to by the Parties.

2.6 Security. Alation will maintain a written information security program including policies, procedures, and controls governing Alation Cloud and the processing, storage, transmission, and security of Customer Data, as described in Exhibit A hereto: Security Policy ("**Security Program**"). Alation may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such updates do not materially reduce the overall level of security described herein.

2.7 Data Privacy. Any processing of Customer's Personal Data will be pursuant to the terms of the Alation Data Privacy Addendum available on the Alation website, currently at <https://www.alation.com/online-dpa/>.

2.8 Audit Report. During the Subscription Term, except as stated otherwise in the relevant Order, Alation will engage, at its expense, an independent auditor to conduct an audit of Alation's operations with respect to Alation Cloud pursuant to the Statement on Standards for Attestation Engagements No. 18 (the "**SSAE 18**"), and have such third-party issue a SSAE 18 SOC 2 Type 2 report (or substantially similar report of a successor auditing standard in the event the SSAE 18 auditing standard is no longer an industry standard).

2.9 Usage Data. Alation may access and utilize log files and metadata derived from Customer's use of Alation Cloud to maintain and improve Alation Technology including product improvement, provided that such data is anonymized and Named Users will not be identified.

2.10 Feedback. Customer may at its sole discretion choose to provide Alation with any suggestions, proposals, ideas, recommendations or feedback ("**Feedback**"). Alation may use that Feedback without obligation to Customer, and Customer irrevocably assigns to Alation all right, title, and interest in the Feedback.

3. SUPPORT; PROFESSIONAL SERVICES; SERVICE LEVEL

3.1 Support. Subject to Customer's timely payment of all applicable Fees, during the Subscription Term Alation will provide Customer with support services, pursuant to the terms available on the Alation website, currently at <https://alation.com/tscs/support> ("**Support**").

3.2 Professional Services. If purchased, subject to Customer's timely payment of all applicable Fees, Alation will provide to Customer Professional Services identified in the relevant Order or Statement of Work. Except as set out in an Order or a Statement of Work, Customer is solely responsible for integrating Alation Cloud with Customer's systems and any other platform, add-on, service, code or product not provided by Alation. Nothing in the Agreement shall prevent Alation from providing similar Professional Services to other customers, as those Professional Services do not constitute 'work for hire' but are a derivative of Alation Technology. Together, Support and Professional Services are referred to as "**Services**".

3.3 Service Level. During the Subscription Term, Alation Cloud will be provided pursuant to the SLA described in Exhibit B hereto: Service Level Agreement. Alation reserves the right to modify the SLA to reflect new practices, updates or improved features, so long as such modifications do not materially decrease Alation's overall obligations under the Agreement.

4. FEES; PAYMENT

4.1 Fees. Customer will pay Alation the non-refundable and non-recoupable (except as otherwise provided for herein) (a) subscription fees for Alation Cloud and Support set out in any Order or Statement of Work; (b) fees for Professional Services set out in any Order or Statement of Work; and (c) any other mutually agreed fees set out in any Order or Statement of Work, collectively the "**Fees**". Failure to use Alation Cloud or Services shall not relieve Customer of its obligations to pay Fees.

4.2 Payment Term, Currency, Interest Rates. Payment term and currency will be set out in the applicable Order or Statement of Work. For past due undisputed Fees, interest accrues from the payment due date at the greater of (a) 1.5% per month or (b) the highest rate allowed by law.

4.3. Dispute. Where Customer disputes any amount invoiced in good faith, it will (a) notify Alation as soon as reasonably practicable, however, not later than ten (10) days after the date of the

relevant invoice; (b) pay the balance of the invoice that is not in dispute by the due date; and (c) pay the balance and any interest as set out in the Agreement on sums found or agreed to be due within ten (10) days after resolution of the dispute.

4.4 Taxes. Alation's Fees do not include any local, state or federal sales, use, excise, personal property, VAT, GST, or other similar taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, any withholding tax, and any such taxes, to the extent legally applicable, which shall be borne and paid by Customer) (collectively, "**Taxes**"). Customer must pay all Taxes or other similar fees or duties arising out of the Agreement other than taxes based on Alation's net income and will indemnify Alation for all expenses incurred as a result of Customer's failure to timely pay such taxes. It is Customer's responsibility to submit any relevant tax documents, including without limitation tax exemption certificates, at the time of execution of the relevant Order or Statement of Work and in any event no later than seven (7) days following such execution, for Alation to bill taxes accordingly.

If Customer is required to withhold taxes, Customer will do so and make these payments. Any withholding taxes paid by Customer to the tax authority will be deducted from the amount due to Alation, such that the amount paid to Alation will be net of the withholding taxes. Customer will work with Alation to obtain and submit documentation to ensure Alation receives all beneficial withholding tax rates available via applicable tax treaty. In the event that taxes are withheld from payment, Customer shall provide Alation with a copy of the tax receipt or certificate for the withholding tax paid.

4.5 Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set out in the applicable Order or Statement of Work, and Alation hereby rejects any additional or conflicting terms and conditions appearing in a purchase order or any other ordering materials submitted by Customer. Upon request, Alation shall reference the purchase order number on the invoice(s), provided that Customer provides the purchase order to Alation upon signing of any Order or Statement of Work. Customer agrees that a failure to provide Alation with the corresponding purchase order shall not relieve Customer of its obligations to pay Fees.

4.6 Affiliate Orders. The Parties agree that Affiliates of Customer may execute their own Orders or Statements of Work with Alation. This will create separate agreements between Alation and such Affiliates, incorporating the terms of this MSA whereby the relevant Affiliate shall be deemed "Customer". Neither Customer nor Customer's Affiliate shall have any rights under each other's agreements with Alation and a breach or termination of any such agreement will not result in a breach or termination of any other agreement.

5. TERM AND TERMINATION

5.1 Term. The Agreement will start on the Effective Date and will continue until terminated pursuant to sections 5.2, 8.3(d) or 10.8 below.

5.2 Termination. Either Party may terminate the Agreement by written notice if (a) the other Party is in material breach of the Agreement (including non-payment), which is not cured within thirty (30) days after written notice of such breach is received; (b) the other Party ceases to operate without a successor; (c) the other Party seeks protection under bankruptcy or comparable proceedings; or (d) the other Party makes an assignment for the benefit of its creditors, or takes similar actions.

5.3 Effect of Termination. Upon the effective date of expiration or termination of the Agreement for any reason, Customer must cease using Alation Technology and (a) all outstanding Orders, Statements of Work and the corresponding Licenses shall automatically and immediately terminate; (b) all outstanding payment obligations of Customer immediately become due and payable; (c) Alation will disable access and Customer will have no further rights to Alation Technology; (d) all Customer Data and any associated service accounts provisioned by Alation to Customer will be permanently deleted within thirty (30) calendar days from the effective date of expiration or termination; and (e) Customer must promptly return or certify the destruction of all Alation Confidential Information.

5.4 Surviving provisions. The following provisions will survive the expiration or termination of this MSA for any reason: sections 2.4(a) (Restrictions), 2.5 (Proprietary Rights), 4 (Fees; Payment), 5.3 (Effect of Termination), 6 (Confidentiality), 7 (Warranty), 8 (Indemnification), 9 (Limitation of Liability), and 10 (General Provisions) and any other provisions which by their nature or context shall survive the termination of the Agreement.

6. CONFIDENTIALITY

6.1 Definition. “**Confidential Information**” means (a) any information disclosed, directly or indirectly, by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) that is designated as ‘confidential’, or in some other manner to indicate its confidential nature; and (b) information otherwise reasonably expected to be treated confidentially under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, Alation Technology is Confidential Information of Alation.

6.2 Exclusions. Confidential Information does not include any information which (a) is or becomes generally known and available to the public through no act or omission of Receiving Party; (b) was already in Receiving Party’s possession at the time of disclosure by Disclosing Party, as shown by Receiving Party’s records; (c) is lawfully obtained by Receiving Party from a third party who has the express right to make such disclosure; or (d) is independently developed by Receiving Party without use of, or reference to, Disclosing Party’s Confidential Information.

6.3 Limited Use; Protection. Neither Party shall use Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under the Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except to its or its Affiliates’ employees or contractors with a need to know, or to its advisors, or prospective investors or purchasers, each subject to an obligation

of confidentiality. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, Confidential Information of the other Party and will take at least those measures that it takes to protect its own confidential information.

6.4 Compelled Disclosure. If Receiving Party is compelled by law or a court of competent jurisdiction to disclose Disclosing Party's Confidential Information, Receiving Party will, where permitted by law, promptly notify Disclosing Party in writing and will reasonably cooperate with Disclosing Party in seeking a protective order or other appropriate remedy at Disclosing Party's expense. If disclosure is ultimately required, Receiving Party will furnish only that portion of Confidential Information that is legally required and will exercise reasonable efforts to obtain assurance that it will receive confidential treatment.

7. WARRANTY

7.1 Warranty. Alation represents and warrants to Customer that (a) subject to SLA, Alation Cloud will function materially pursuant to the Documentation; and (b) Services will be conducted pursuant to the generally accepted industry standards.

7.2 Disclaimer. Except as expressly set out in the Agreement, Alation Technology and Services are provided "as-is" without representation or warranty of any kind, whether express, implied or statutory. Alation hereby disclaims any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising from conduct or course of dealing. Without limiting its obligations under section 3 (Support; Professional Services; Service Level), Alation does not warrant that Alation Technology will be error-free or will work without interruptions, and Customer relies on Alation Technology at Customer's own risk. If a jurisdiction does not allow the exclusion of certain warranties in certain circumstances, the limitations set out above apply to the maximum extent permitted by applicable law.

7.3 Beta Versions and Trials. Alation may invite Customer to participate in Trials and to access any Beta Versions. Customer may, at its own discretion, accept or decline participation in any such Trial or access to Beta Versions. Trials and Beta Versions are for evaluation purposes only, not for production use and may be subject to additional terms. Alation is under no obligation to maintain, support, update, or provide error corrections for Trials or Beta Versions. Any Trials and Beta Versions that Alation makes available to Customer are provided wholly "as-is" and Alation disclaims any warranties, liabilities, claims, losses and/or damages arising out of or in connection with Customer's Trials or use of Beta Versions. Alation's liability for Trials and Beta Versions will not exceed fifty USD (50 United States dollars).

8. INDEMNIFICATION

8.1 Indemnification by Alation. Alation will (a) indemnify, defend, or at its option settle, any claim brought against Customer by a third party to the extent it alleges that Alation Technology, as used by Customer pursuant to the Agreement and Documentation, infringes or misappropriates any U.S. patent, copyright or trade secret of any third party ("**Infringement Claim**"); and (b) pay any

damages awarded in a final judgment or amounts agreed in a monetary settlement in any Infringement Claim.

8.2 Limitations. Notwithstanding section 8.1 (Indemnification by Alation), Alation will have no liability to Customer for any Infringement Claim arising out of or based upon (a) use of Alation Technology in combination with software, products, or services not provided by Alation, if Alation Technology or use thereof would not have caused an Infringement Claim without such combination; (b) any modification of Alation Technology not made or authorized in writing by Alation; (c) Customer's or its Affiliates' failure to use Alation Technology pursuant to the Agreement or Documentation, or otherwise using Alation Technology for purposes for which it was not designed or intended; or (d) use of any specified release of Alation Cloud after Alation notifies Customer that continued use of such release may subject Customer to an Infringement Claim if Alation provides a replacement release.

8.3 Disclaimer. If any Infringement Claim is brought or, in Alation's judgment, may be threatened, Alation may, at its sole option and expense (a) procure for Customer the right to continue to use Alation Technology; (b) modify Alation Technology to make it non-infringing; (c) replace Alation Technology with non-infringing technology that is materially equivalent to Alation Technology; or (d) if none of the foregoing is commercially practicable, terminate the Agreement upon written notice to Customer, and refund a pro rata portion of unused and pre-paid Fees for the outstanding balance of the then-current Subscription Term. Section 8 (Indemnification) states the entire liability and obligations of Alation and the sole and exclusive remedy of Customer with respect to any actual or alleged Infringement Claim.

8.4 Indemnification by Customer. Customer will (a) indemnify, defend, or at its option settle, and hold Alation and its Affiliates harmless against any claims brought against Alation and its affiliates by a third party relating to (i) Alation's processing of Customer Data and/or (ii) Customer's use of Alation Technology other than pursuant to the Agreement and Documentation; and (b) pay any damages awarded in a final judgment, or amounts agreed in a monetary settlement, in any such claim defended by Customer.

8.5 Procedure. The Parties' respective obligations in section 8 (Indemnification) are conditioned on the indemnified Party providing the indemnifying Party (a) prompt written notice of any such claim; (b) sole control over the defense and settlement of such claim (except that the indemnifying Party may not settle any claim against the indemnified Party unless it unconditionally releases the indemnified Party of all liability); and (c) all information and assistance reasonably requested by the indemnifying Party in connection with the defense or settlement of any such claim.

9. LIMITATION OF LIABILITY

9.1 No Consequential Damages. In no event will either Party be liable for any indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, data or other economic advantage) arising out of or relating to the Agreement, however caused and based on any theory of liability, whether breach of

contract, breach of warranty, tort (including negligence), product liability or otherwise, even if the other Party is advised of the possibility of such damages.

9.2 Liability Cap. Each Party's total liability (including attorneys' fees) arising out of or related to the Agreement will not exceed the amount paid by Customer to Alation under the Agreement during the twelve (12) month period prior to the date the claim arose.

9.3 Excluded Claims. The foregoing limitations under section 9 (Limitation of Liability) do not apply to (a) Customer's breach of sections 2.2 (License Grant) or 2.4(a) (Restrictions); (b) indemnification obligations under section 8.1 (Indemnification by Alation) and section 8.4 (Indemnification by Customer); (c) damages arising out of a breach of the other Party's intellectual property rights; (d) damages arising out of a Party's gross negligence or willful misconduct; or (e) any other liability that cannot be excluded under applicable law.

9.4 Further Limitations. The limitations under section 9 (Limitation of Liability) will apply regardless of the form or action and even if any limited or exclusive remedy in the Agreement fails its essential purpose. Neither Party may bring a claim or action, regardless of form, arising out of the Agreement, more than twelve (12) months after the claim or cause of action arose.

10. GENERAL PROVISIONS

10.1 Notices. Any required notice must be given in writing by customary means with receipt confirmed at the address of each Party set out below, or to such other address as either Party may substitute by written notice to the other Party, or by electronic transmission to the email address below. Notices will be deemed to have been given at (a) the time of actual delivery in person; (b) one day after delivery to an overnight courier service; (c) three days after deposit in the Party's local mail; or (d) upon sending via electronic transmission in the absence of any bounce back email from the specified email address.

10.2 Entire Agreement. The Agreement is the sole agreement of the Parties concerning the subject matter hereof, and it supersedes all prior agreements and understandings. The headings are inserted for convenience and will not affect the interpretation of the Agreement. This MSA may be executed in counterparts, including electronic copies, each of which is deemed an original and which together constitute the same document.

10.3 Amendments. Except as otherwise provided herein, any amendment to the Agreement will only be valid if it is in writing and signed by a duly authorized representative of each Party. No terms of any purchase order, acknowledgement, or other form provided by Customer will modify the Agreement, regardless of any failure of Alation to object to such terms.

10.4 Assignment. Neither Party will assign or transfer any part of the Agreement without the prior written consent of the other Party, except in the case of an assignment due to corporate reorganization, change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to the Agreement or a similar transaction or series of

transactions by either Party, which may occur without written consent. The Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

10.5 Waiver; Severability. Waiver of any term of the Agreement or forbearance to enforce any term by either Party will not constitute a waiver of any subsequent breach or failure of the same term or a waiver of any other term of the Agreement. Any provision found to be unlawful, unenforceable, or void shall be severed from the remainder of the Agreement, and the Agreement will continue in full force without said provision.

10.6 Relationship of the Parties. The relationship between the Parties is of independent contractors. The Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.7 Publicity. Alation may reference Customer's name, branding, and logo in Alation's marketing materials and as part of its sales presentations to other potential customers.

10.8 Force Majeure. Except for the obligation to pay Fees, neither Party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, force majeure, pandemics, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental acts including restrictions, epidemics, pandemics, hacker attack, or failure of the Internet (each a "**Force Majeure Event**"). The Party suffering a Force Majeure Event will give the other Party written notice of such a Force Majeure Event and will use reasonable efforts to mitigate against the effects of such Force Majeure Event. In the event a Party suffers a Force Majeure Event that lasts longer than ninety (90) continuous days, the other Party may terminate the Agreement or an Order Form immediately upon written notice.

10.9 Open Source. Alation Cloud may incorporate third-party open source software ("**OSS**"), as set out in Documentation or provided upon request. Customer's Use of Alation Cloud will not require Customer to comply with the terms of the OSS licenses.

10.10 Compliance with Laws and Export Control. Each Party will comply with all applicable laws and government regulations, including, if applicable, the export laws and regulations of the United States and other applicable jurisdictions, in connection with providing and using Alation Technology. Without limiting the foregoing, (i) each Party represents that it is not named on any government list of persons or entities prohibited from receiving exports; and (ii) Customer shall not, and shall ensure that Named Users do not, violate any export embargo, prohibition, restrictions or other similar law in connection with the Agreement.

10.11 Anti-Corruption. The Parties agree to comply with all applicable anti-corruption and anti-bribery-related laws, statutes, and regulations. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of

the other Party in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restrictions.

10.12 Governing Law.

- a) **General provision:** The Agreement is governed by and construed under the laws of the State of Delaware without reference to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the state courts located in Delaware, USA. If either Party breaches or threatens to breach the provisions of sections 2.2 (License Grant), 2.3 (Accountability), 2.4 (Restrictions; Usage Limits and Monitoring) or 6 (Confidentiality), each Party agrees that the non-breaching Party may have no adequate remedy at law and is therefore entitled to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.
- b) **For customers located in the United Kingdom, the European Economic Area, and Switzerland:** The Agreement is governed by and construed under the laws of England and Wales without reference to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the courts located in London.
- c) **For customers located in Australia:** The Agreement is governed by and construed under the laws of New South Wales without reference to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the courts located in New South Wales.
- d) **For customers located in Singapore:** The Agreement is governed by and construed under the laws of Singapore without reference to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the courts located in Singapore.

IN WITNESS WHEREOF, the Parties hereto have caused this MSA to be executed by their duly authorized representatives as of the Effective Date.

For: Customer

By:

Name:

Title:

Date:

Address:

Email address:

For: Alation, Inc.

By:

Name:

Title:

Date:

Address: 3 Lagoon Drive, Suite 300, Redwood
City, CA 94065 USA

Email address: legalnotices@alation.com

EXHIBIT A: SECURITY POLICY

1. DATA SECURITY PROCEDURES. Alation shall maintain reasonable operating standards and security procedures and shall use their best efforts to secure Personal Data and Confidential Information (collectively, “**Confidential Data**”) through the use of appropriate administrative, physical, and technical safeguards including, but not limited to, appropriate network security and encryption technologies. Such security measures shall also include the following:

- (a) Implementing controls to manage access to Confidential Data, including:
 - (i) Restricting access privileges to only those Alation personnel that must access Confidential Data to deliver Alation Cloud;
 - (ii) Immediately terminating access privileges to Confidential Data for any Alation personnel that no longer need such access, and conducting quarterly reviews of access lists to ensure that access privileges have been appropriately provisioned and terminated;
 - (iii) Requiring the use of multi-factor authentication to access Confidential Data; and
 - (iv) Providing regular training on data security to all Alation personnel that may have access to Confidential Data.
- (b) Maintaining security controls segregating Alation’s internal networks from the Internet, and employing appropriate intrusion detection, monitoring, and logging capabilities to enable detecting and responding to potential security breach attempts; logically separating Confidential Data of each customer in the Alation Cloud production environment.
- (c) Conducting regular vulnerability assessments.
- (d) Applying all manufacturer-recommended security updates to all systems, devices, or applications storing, processing or transiting Confidential Data, in a timely manner that aligns with industry best practices.
- (e) Maintaining and enforcing policies and procedures to ensure that all of the following requirements are met:
 - (i) up-to-date virus protection software shall be installed on all computer systems attached to Alation’s networks;
 - (ii) mobile phones and tablets shall contain, at a minimum, MFA for all Alation applications and required device operating system updates, access to Alation’s computer resources and networks (including wireless networking and remote access) shall be limited to approved configurations utilizing appropriate identification and authentication methods, including the following minimum

password requirements, which shall be automatically enforced by the security tools used by Alation:

- (1) passwords shall be a minimum of twelve (12) characters in length and shall contain characters from four (4) of the following four categories: uppercase, lowercase, numeric (0-9), and special signs (!@#%&*); and
- (2) the operating system shall enable a dictionary check to reject commonly used passwords, and shall lock out the user account for fifteen (15) minutes upon five (5) failed authentication attempts.

Alation shall implement such additional password requirements as may be communicated to Alation by Customer from time to time.

(iii) Confidential Data shall be stored only on devices located within Alation's secure facilities, shall only be used to perform Alation's obligations pursuant to the Agreement, and shall not be distributed, repurposed, or shared with third parties or Alation's business units without Customer's prior written approval.

(iv) Confidential Data shall at all times be encrypted pursuant to the Encryption Standards described below, regardless of whether such Confidential Data is at rest or in transit.

(v) All encryption shall be accomplished with AES 256-bit or stronger key, or RSA with a 2048-bit or stronger key, and pursuant to industry standards for secure key and protocol negotiation and key management (collectively, the "**Encryption Standards**").

(vi) Confidential Data shall not be transmitted outside of Alation's secure facilities (which include its cloud hosting environment), transmitted on networks other than those owned by Customer or Alation on corporate laptops. Mobile phones and tablets shall contain, at a minimum, MFA for all Alation applications and required device operating system updates. USB and removable media shall be blocked on Alation-issued devices.

(vii) All documents and electronic media containing Confidential Data shall be protected pursuant to Alation's obligations under section 5 (Confidentiality) of the Agreement, and if disposal is permitted by the Agreement, shall be disposed of securely.

(f) Ensuring that all electronic communications (email) about Alation Cloud or the Services or any Confidential Data are conducted to and from an email domain that is owned by Alation, and, upon Customer's reasonable request, Alation will provide

Customer with domain registration documents or other documentation to confirm Alation's ownership of such email domain.

If requested by Customer at any time during the Subscription Term, Alation shall provide Customer with a copy of the then-current information security policy maintained by Alation.

2. INFORMATION SECURITY BREACH; OTHER INVESTIGATIONS. Alation shall notify Customer without undue delay of any confirmed misuse, compromise, loss, or unauthorized disclosure or acquisition of, or access to, Confidential Data ("**Information Security Breach**"). Upon any discovery of an Information Security Breach, Alation will notify Customer of the Information Security Breach, investigate, remediate, and mitigate the effects of the Information Security Breach. Alation may provide at Customer's request information related to any such Information Security Breach, including flaws, start or end date, date of discovery, and specific actions taken to contain and/or mitigate. If any Information Security Breach occurs as a result of an act or omission of Alation, Alation will, at Alation's sole expense (subject to the limits agreed in the Agreement), undertake remedial measures (including notice, credit monitoring services, fraud insurance, reputation loss, and the establishment of a call center to respond to customer inquiries) pursuant to Customer's instructions.

3. ASSISTANCE. To the extent it concerns Customer's Use of Alation Cloud and such information is not readily available to Customer in Alation Cloud, Alation shall provide Customer with reasonable assistance and support and shall act solely at Customer's direction in (a) responding to an investigation or cooperation request by a data protection regulator or similar authority; (b) providing notice of an Information Security Breach to any third party where required or requested by Customer; (c) conducting legally required privacy, security, or data protection impact assessments; and (d) consulting with the relevant authorities when required in relation to such impact assessments.

4. RETURN OR DESTRUCTION OF CONFIDENTIAL DATA. Upon termination of the Agreement for any reason, expiration or at any time at the election of Alation, unless specifically requested by Customer during Subscription Term, Alation shall: (a) return all Confidential Data to Customer, including but not limited to all paper and electronic files, materials, documentation, notes, plans, drawings, and all copies thereof, and ensure that all electronic copies of such Confidential Data are rendered unrecoverable from Alation's (and where applicable, its subcontractors') systems; or (b) if requested by Customer in writing, promptly destroy, delete and render unrecoverable all tangible and electronic instances of Confidential Data from Alation's (and where applicable, its subcontractors') systems, all pursuant to the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization. If requested by Customer, Alation shall provide Customer with written confirmation of its compliance with the requirements of this section 4.

5. NOTIFICATION OF NON-COMPLIANCE. If Alation is unable to comply with the obligations stated in this Exhibit A, Alation shall promptly notify Customer, and Customer may take any one or more of the following actions: (a) suspend the transfer of Confidential Data to Alation; (b)

require Alation to cease processing Confidential Data; (c) demand the secure return or destruction of Confidential Data; and/or (d) immediately terminate the Agreement.

6. VERIFICATION. Alation shall make available to Customer such information reasonably necessary to demonstrate compliance with the obligations of this Exhibit A as applicable to Alation's provision of Alation Cloud and Services and Customer's Use of Alation Cloud and Services.

EXHIBIT B: SERVICE LEVEL AGREEMENT

ALATION CLOUD TARGET UPTIME

Alation will use commercially reasonable efforts to make Alation Cloud available with a target uptime of 99.5% during each calendar month for all production environments that have been paid for ("**Target Availability**"). The Target Availability will be calculated as follows:

$\frac{(x - y - z)}{(x - z)} \times 100$	x = total number of minutes in a calendar month y = downtime that is not excluded (in minutes) z = exclusions from target availability (in minutes)
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EXCLUSIONS FROM TARGET AVAILABILITY

Alation will have no liability for payment of Service Credits (as defined below) or a failure to meet the Target Availability to the extent arising from:

- (i) Customer's use of Alation Cloud in a manner not authorized in the Agreement or the Documentation;
- (ii) General Internet problems or any events outside Alation's control, including Force Majeure Events as agreed in the Agreement.
- (iii) Issues impacting Customer's equipment, including but not limited to software, connectivity or any other infrastructure under Customer's control;
- (iv) Third party acts or services and/or systems not provided by Alation;
- (v) Planned Maintenance or any maintenance required in an emergency situation.

"Planned Maintenance" means any routinely scheduled maintenance Alation needs to perform on Alation Cloud. Planned Maintenance will not exceed twenty (20) hours in any calendar month. Alation will notify Customer at least five (5) days before performing the Planned Maintenance and will use commercially reasonable efforts to perform the Planned Maintenance in blocks of six (6) hours or less, outside of business hours of the region where Alation Cloud is hosted for the Customer.

SERVICE CREDITS

If there is a verified failure of Alation Cloud to meet the Target Availability in any particular month and Customer makes a request for a service credit within twenty (20) days after the end of the particular month in which Alation Cloud failed to meet the Target Availability, Customer will be entitled to a credit based on the monthly portion of the annual fees due for the affected Alation Cloud in such month ("**Service Credit**") as Customer's sole and exclusive remedy and Alation's sole and exclusive liability for Alation's failure to meet the Target Availability. The Service Credit will be calculated pursuant to the following table:

Uptime %	Service Credit (% of monthly fees)
99.00% - 99.49%	1%
95.00% - 98.99%	3%
90.00% - 94.99%	5%

Upon verification of the Service Credit request, Alation will apply the verified Service Credit to Customer on the next invoice, provided that Customer does not have any outstanding undisputed Fees owed to Alation. Service Credits not claimed by Customer within twenty (20) days, as detailed above, will not be refunded. In the event Customer is entitled to a verified Service Credit and Customer is not renewing its subscription to Alation Cloud, Alation will issue a refund equal to the value of the verified Service Credit. Service Credits in any month will not exceed 8% of the monthly Fees.

EXCLUSIONS

Non-production environments, including Trials, proof of concepts, Beta Versions, test or development environments, whether paid for or not, are not subject to this Service Level Agreement and do not have a target uptime against which Service Credits can be sought.