Wasabi Customer Agreement

Customer Agreement

Acceptable Use Policy

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Wasabi Ball Terms

Website Terms of Use

Privacy Policy

SLA

Data Processing Agreement

Sub-processors

Last Update: September 22, 2025

Wasabi is on a mission to store the world's data and is thrilled to have you as a customer! This Customer Agreement (this "Agreement") contains the terms and conditions that govern your access to and use of Wasabi's data storage and related services, as further identified on an Order Form (the "Wasabi Service" or "Service") and is an agreement between you or the company you represent ("Customer" "you" or "your") and Wasabi Technologies LLC ("Wasabi," "we," "us," or "our") (each a "Party" and together the "Parties"). Your acceptance of this Agreement, and any other documents incorporated by reference is required before you can set up a Wasabi account.

CLICKING ON THE "ACCEPT" BUTTON OR CREATING A CUSTOMER ACCOUNT AND DOWNLOADING, INSTALLING AND/OR USING THE WASABI SERVICE OR ANY TECHNOLOGY, IDEA, DATA, DATABASES, ALGORITHM OR INFORMATION CONTAINED THEREIN, ESTABLISHES A BINDING AGREEMENT BETWEEN YOU AND WASABI, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH RESPECT TO YOUR USE OF THE SERVICES. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND THAT THE WASABI SERVICE WILL BE USED ONLY IN ACCORDANCE WITH THESE TERMS.

1. Services

1.1 Provision of Services. Wasabi will: (a) provide the Wasabi Service to you pursuant to this Agreement and any applicable order; and (b) allow you to access any customer portals which may also be made available to you as part of or through with the Wasabi Service. Your Affiliates may purchase Wasabi Services under this Agreement, provided they sign a separate Wasabi quote or submit a separate purchase order subject to these terms.

1.2 Customer Accounts.

(a) You must register an account with us (a "Customer Account") in order to use the Wasabi Service. We will use your Account Information in accordance with our Privacy Policy and you consent to such use. "Account Information" means information about

you that you provide to us in connection with the creation or administration of your Customer Account, including names, usernames, phone numbers, email addresses and billing information associated with your Customer Account.

(b) You agree to provide accurate and complete information in the creation of your Customer Account and agree to update this information with any changes. You may authorize others (collectively, "Authorized Users") to use the Wasabi Service on your behalf, but you remain responsible for the acts and omissions of such Authorized Users.

(c) You and your Authorized Users are responsible for ensuring that any access credentials are kept confidential and are not disclosed to any third party, and for all activity that occurs under your Customer Account. You agree to instruct each Authorized User to notify us at support@wasabi.com immediately upon learning of any unauthorized access to a Customer Account or any other suspected security breach.

1.3 Software; Third-Party Content.

(a) Certain Wasabi Services may require you to install software or access a software-as-a-service ("SaaS") platform (collectively "Software"). In such cases, Wasabi grants to you a non-exclusive, nontransferable, limited license (without the right to sublicense) to install, execute, access and use such Software during the applicable term, solely: (i) in object code format; (ii) for your internal use, with no right to make such software or SaaS available to third parties either by transferring copies thereof, by providing a hosted service, or sharing your access credentials; (iii) in connection with the Wasabi Service; and (iv) in accordance with Documentation and the terms hereof. "Documentation" means the user, technical and admin guides for the Wasabi Service.

(b) For purposes of this Agreement, any Software provided by Wasabi (including via SaaS) is included within the definition of Wasabi Service. Any such Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101 and is provided with "Restricted Rights". If Customer is an agency of, or contractor to, the United States government, it receives only those rights with respect to such Software as are granted to all other end users under license.

(c) Except where such restrictions are prohibited by law, you shall have no right, and you specifically agree not to: (i) modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do so; (ii) rent, lease, loan or use the Software as a service bureau, as an application service provider, or to perform consulting or training services for a third party or in any commercial time share arrangement; (iii) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software or any part thereof to human-readable form; or (iv) remove any product identification, trademark, copyright or other notices contained in or on the Software.

(d) "Third Party Content" means content made available to you by any third party in conjunction with the Wasabi Service. Third-Party Content, if any, may be used by you, solely at your option. Use of Third-Party Content is solely governed by the separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.

1.4 Limited Wasabi Services. We may offer the Wasabi Service for free in limited circumstances, such as a free trial, beta, or pre-release version of any Wasabi Service ("Limited Wasabi Service"). The Limited Wasabi Service requires an active Customer Account and is subject to the time limits that are made known to you at the time of order fulfillment, via email, or in the Documentation. You agree to use the Limited Wasabi Service in compliance with any related Documentation and restrictions, including any additional terms provided to you by Wasabi at or before signup. Your use of any Limited Wasabi Service is for the sole purpose of evaluating and testing the applicable service and providing Feedback to Wasabi. Any pre-release, beta, or similar such version of a Wasabi Service may be experimental in nature, not fully tested, at increased risk of failure, and may be discontinued at any time with or without notice. Upon discontinuation of the Limited Wasabi Service, your access will end and Your Content may be immediately deleted.

1.5 Your Content. "Your Content" means content that you or any Authorized User transfers to us for storage or hosting by the Wasabi Service in connection with your Customer Account. Your Content does not include your Customer Account information. You will ensure that Your Content does not violate any terms of this Agreement, the Documentation, any third party rights, or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content and Feedback; (b) you have all rights in Your Content and Feedback necessary to grant the rights contemplated by this Agreement.

1.6 Acceptable Use. You will ensure Your Content and use of the Wasabi Service will not violate the Acceptable Use Policy ("AUP").

1.7 Proprietary Rights; Feedback.

(a) Reservation of Rights. All Software, code, hardware, trademarks, trade secrets, proprietary methods and systems used to provide the Wasabi Service (the "Wasabi Technology") and the content made available or displayed by us through the Wasabi Service, including all text, graphics, images and the look and feel of such Wasabi Service (collectively, the "Wasabi Content") are owned by or licensed to Wasabi, including all intellectual property rights therein. Nothing in this Agreement or any of the Documentation shall be considered an assignment or other transfer of ownership in and to the Wasabi Technology or Wasabi Content to you, either expressly, or by implication, estoppel, or otherwise. Other than the authorizations or licenses as may be conferred or granted by us to you in this Agreement or any of the Documentation, Wasabi reserves all right, title and interest in and to the Wasabi Technology and Wasabi Content. Except as expressly provided in this Agreement, you obtain no rights under this Agreement from us, our Affiliates or our licensors to the Wasabi Service, including any related intellectual property rights. Some Wasabi Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the Wasabi Content or Third-Party Content that is the subject of such separate license.

(b) Feedback. Notwithstanding anything to the contrary in this Agreement, all intellectual property rights in the Feedback, if any, and all other ownership in any ideas, modifications, enhancements, improvements, or any other suggestion specifically relating to the Wasabi Service, are hereby assigned to Wasabi and shall be the sole and exclusive property of Wasabi. "Feedback" means any suggestions, enhancement requests, recommendations, comments, corrections or other feedback provided by you, your Affiliates, and/or Authorized Users relating to the features or operation of the Wasabi Service and Documentation.

2. Service Changes; Support and Maintenance

2.1 To the Wasabi Service and APIs. We may modify or discontinue any or all of the Wasabi Service, platform, or APIs from time to time without notice. However, during your order term, we will not permanently discontinue or materially degrade the functionality of a Wasabi Service you purchased or any generally-available Wasabi-controlled API you use, unless (1) required by

applicable law, (2) to mitigate a material security risk, or (3) to address substantial economic or technical burdens (together, "Permitted Degradations"). We will notify you of any such Permitted Degradations by posting the change on our website or otherwise communicating it to you as soon as reasonably practicable. No notice to you is required for any changes to Services or APIs you do not use.

2.2 Support and Maintenance. During the Term, Wasabi will provide you with reasonable support in accordance with Wasabi's Service Level Agreement ("SLA"), except that support for Software, once downloaded, will be provided in Wasabi's sole discretion. Wasabi may temporarily limit or suspend the availability of all or part of the Wasabi Service, without liability, if it is necessary for reasons of public safety, security, maintenance of the Wasabi Service, interoperability of services, data protection, or to perform work that is necessary for operational or technical reasons.

3. Security and Data Privacy

3.1 Security. Without limiting your obligations under Section 1.5 or the terms of Section 10, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat our safeguards. You are responsible for properly configuring and using the Wasabi Service and otherwise taking appropriate action to secure, protect and backup your Customer Account(s) and Your Content in a manner that will provide appropriate security and protection. Such actions might include use of encryption or other security measures we make available to you to protect Your Content from unauthorized access, and routinely archiving Your Content.

3.2 Data Privacy. In connection with providing and using the Wasabi Service, each Party agrees to comply with the terms of Wasabi's Data Processing Agreement ("DPA"). If your use of the Service requires execution of a Business Associate Agreement under applicable law, each party agrees to comply with the terms of Wasabi's Business Associate Agreement ("BAA").

4. License Grant; Acknowledgment

4.1 Use of Your Content. You grant Wasabi the right to process Your Content as necessary to perform this Agreement, and in accordance with the terms hereof. You retain all ownership and proprietary rights in Your Content. You may modify or remove / export Your Content at any time during the Term. Your Content (and, where applicable, the related metadata) will be irretrievably deleted following: (a) your deletion of Your Content or (b) cancellation or termination of the Customer Account (including from expiration or non-renewal).

4.2 Log-In Credentials and Account Keys. Any log-in credentials and private keys provided to you by Wasabi or generated by the Wasabi Service are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your private key to your agents and subcontractors performing work on your behalf.

5. Fees and Payment

5.1 Service Fees. The price you pay for the Wasabi Service ("Fees") will be calculated and billed based on the Wasabi Service selected by you, as set forth on the quote provided to you, the Pricing Page, and/or the Product Descriptions Page (in that order of precedence). Discounts shall only apply to the current term unless specifically stated otherwise by Wasabi in writing on your quote. We may increase or add new Fees for any Wasabi Service by giving you at least thirty (30) days' prior notice; provided, however, that Fees agreed for a specific contractual term longer than thirty (30) days will not change during that term (excluding Overages).

(a) Overages. If your utilized storage exceeds your total storage for any given month (an "Overage"), Wasabi may invoice you or your channel partner (as applicable) for such Overages. Overages will be invoiced at the then-current standard list price for the Service set forth on the Pricing Page, without any discounts or reduced rates. Payments for Overages are due Net30 from receipt of invoice.

5.2 Payment Terms. Payments to Wasabi are due within thirty (30) days of the invoice date, without offset or deduction of any kind. Payment is due in the currency set forth in the quote; if no currency is specified, the currency shall be U.S. dollars. We may elect to charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If we suspect that your Account is at risk of non-payment, as reasonably determined in our discretion, we may bill you more frequently. You will be responsible for any costs of collection incurred by Wasabi in the event of non-payment, including attorneys' fees, court costs, and collection agency fees.

5.3 Credit Card Payments. Where applicable, we utilize third party payment providers to process credit card payments ("Payment Provider"). Such Payment Provider's policies govern the processing of your payment, and you must refer to those policies to determine your rights and liabilities. By providing your credit card information to the Payment Provider, you authorize Wasabi, through such Payment Provider, to immediately charge the Fees for the Wasabi Service during any applicable term for the Wasabi Service. Your failure to maintain your current credit card information or other alternative payment method may result in an interruption of your use of the Wasabi Service.

5.4 Taxes. All Fees and charges are exclusive of taxes or duties, including, without limitation, value-added, use, excise, sales and transactions taxes, surcharges or levies ("Taxes"), which you must pay. If we have a legal obligation to pay or collect Taxes, we will invoice for and you will pay such Taxes, unless you furnish us with a valid exemption certificate. Taxes may not be deducted from payment owed to Wasabi. If you are required by law to withhold Taxes from any payment due hereunder, you must increase the payment as necessary so that Wasabi will receive an amount equal to the amount it would have received had no such deductions or withholdings been made.

5.5 Invoice Disputes. If you desire to dispute in good faith an invoiced amount, you must, within thirty (30) days of the invoice date: (a) pay the invoiced amount, and (b) provide notice of the details of the dispute, together with all supporting documentation. If you do not timely submit a documented dispute notice per this Section, you waive all rights to dispute such amounts, including any claim of set-off or reimbursement.

5.6 Ongoing Fees. Your credit card or alternative payment method will be automatically charged applicable Fees during such period as you have an active Customer Account and you use the Wasabi Service unless you cancel your Customer Account.

6. Confidentiality

(a) Either party may, from time to time, provide to the other certain non-public information including business information, pricing, forecasts, financial plans and data, marketing plans, and unannounced product information ("Confidential Information"). Confidential Information shall include information disclosed by a party to the other party, in whatever form, and designated in writing as proprietary or confidential, or which a reasonable person would understand to be proprietary or confidential in nature. During the term of this Agreement and for three (3) years following its termination, each party will not disclose any such Confidential Information except as set forth herein. The receiving party shall hold in confidence, and shall not disclose any Confidential Information to any person or entity except to an Affiliate, a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective than this Agreement. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event, shall less than reasonable care be used. The parties expressly agree that the terms of this Agreement are Confidential Information and you further agree you will not use the Wasabi Service for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the services and will not publicly post any analysis or reviews of the services without Wasabi's prior written approval. A receiving party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

(b) Confidential Information excludes information that: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is Your Content, which shall instead by governed by the security obligations otherwise set forth herein as well as the DPA. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that, where legally permitted to do so, it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

(c) Notwithstanding any other provision of this Agreement, both parties acknowledge that any unpermitted use of the disclosing party's Confidential Information may cause the disclosing party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy which the disclosing party may be entitled hereunder, at law or equity, the disclosing party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use. Either party may request the other party return or destroy their Confidential Information at any time, except such Confidential Information retained through industry-standard automatic archival processes.

7. Term; Termination; Suspension

7.1 Term.

(a) Agreement Term. Subject to the provisions of this Section 7, the term of your access to the Wasabi Service will continue for the period of your purchase (the "Term") so long as you have an active and fully paid-up Customer Account.

(b) Auto-Renewal. Your subscription will automatically renew at the end of your current Term unless either party provides at least 30 days' written notice of non-renewal. Terms of a year or more will auto-renew for a one year term, and terms of less than a year will auto-renew for a monthly term.

7.2 Termination.

(a) Termination For Convenience. You may terminate this Agreement and your Customer Account for any reason during the Term by providing us at least thirty (30) days' advance notice. If you terminate for convenience, you will not be entitled to any refunds or excused from any future payment obligations for the full period of your original Term, all of which will immediately become due Net30 from the date of your termination.

(b) Termination for Cause.

(i) By Either Party. Either party may immediately terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other party.

(ii) By Wasabi. We may also terminate this Agreement immediately upon notice to you (A) if our relationship with Affiliates and/or a third-party who provides Software or other technology we use to provide the Wasabi Service expires, terminates or requires us to change the way we provide the Software or other technology as part of the Wasabi Service, or (B) in order to comply with law.

7.3 Effect of Termination of this Agreement. Upon termination: (a) all of your rights under this Agreement, any active order, and your Customer Account immediately terminate; (b) you remain responsible for all Fees and charges you have incurred through the termination date; (c) you will immediately return or, if instructed by us, destroy all Wasabi content in your possession; (d) you will uninstall or destroy any Software, and will delete and cease all use of any Software creations or outputs such as tags or other metadata, and provide written certification of such; (e) those terms intended to survive termination shall continue to apply in accordance with their terms; (f) Wasabi may immediately terminate your Account and delete Your Content.

7.4 Suspension and Termination of Your Account; Deletion.

(a) Suspension. We may immediately suspend (in our sole discretion) your Account or any Authorized User's right to access or use any portion or all of the Wasabi Service upon notice to you if we determine you or your Authorized Users: (i) are in violation of the Acceptable Use Policy, (ii) pose a security risk to Wasabi, the Wasabi Service, any other Wasabi customer, or any third party, (iii) could adversely impact our systems, the Wasabi Service or the systems or content of any other Wasabi customer, or (iv) could subject us, our Affiliates, or any third party to civil or criminal liability; (v) are in breach of this Agreement; (vi) provide registration information that is inaccurate, untrue or incomplete; (vii) fail to maintain the security of any access credentials; or (viii) 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. Wasabi shall not be required to provide advance notice of suspension if we deem it reasonably necessary to mitigate the impact of noncompliance.

(b) Effect of Suspension. If we suspend your Account or use of any portion or all of the Wasabi Service as permitted under this Agreement: (i) you remain responsible for all Fees and charges you incur during the period of suspension, and (ii) you will not be entitled to any service credits under the Service Level Agreements for any period of suspension. If the conditions underlying the suspension are not cured within 30 days of our notice to you, Wasabi may immediately terminate your Account and delete Your Content.

(c) Failure to Pay. Notwithstanding any other terms set forth in this Section 7, if you (or the channel partner through which you purchased the Service) fail to make any payment in relation to in this Agreement, we reserve the right to immediately suspend your Account upon notice to you. You (or your channel partner, where applicable) are required to make payment of all outstanding amounts before your Account will be re-enabled. If Wasabi does not receive full payment following the first notice, we will provide a final notice that if outstanding amounts are not paid in full within twenty-four (24) hours of delivery of the second notice, we reserve the right to delete your Account and Your Content within seventy-two (72) hours from such final notice.

8. Indemnification

8.1 Your Indemnity Obligations. You will defend and indemnify us, our Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) ("Losses") arising out of or relating to any third-party claim concerning: (a) your use of the Wasabi Service (including any activities under your Customer Account and use by your Authorized Users); (b) Your Content; (c) violation of applicable law, rule or regulation by you, your Authorized Users or Your Content; and (d) your failure to pay any applicable Taxes.

8.2 Wasabi Indemnity Obligations.

(a) Subject to the limitations in this Section 8, Wasabi will defend you, your Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim that the Wasabi Service infringes or misappropriates a third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement agreed to by Wasabi in writing.

(b) We will have no obligation or liability under this Section 8.2 arising from infringement by combinations of the Wasabi Service with any other product, service, software, data, content or method. In addition, Wasabi will have no obligations or liability arising from your or any Authorized User's use of the Wasabi Service after Wasabi has notified you to discontinue such use. The remedies provided in this Section 8.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Wasabi Services.

(c) For any claim covered by Section 8.2(a), Wasabi will, at its election, either: (i) procure the rights to use that portion of the Wasabi Service alleged to be infringing; (ii) replace the alleged infringing portion of the Wasabi Service with a non-infringing alternative; (iii) modify the alleged infringing portion of the Wasabi Service to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Wasabi Services and this Agreement.

8.3 Process. The obligations under this Section 8 will apply only if the indemnified party: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

9. Disclaimers

THE WASABI SERVICE IS PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT OF ANY STATUTORY RIGHTS THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS: (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE WASABI SERVICE OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE WASABI SERVICE OR ANY THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY OF YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

10. Limitations of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION.

EXCEPT FOR WASABI'S OBLIGATIONS TO INDEMNIFY YOU UNDER SECTION 8.2 HEREOF, WASABI AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY WASABI UNDER THIS AGREEMENT FOR THE WASABI SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE. FOR MULTI-YEAR SUBSCRIPTIONS PAID IN ADVANCE, THE AMOUNT PAID TO WASABI IS CONSIDERED PRO-RATED OVER THE LENGTH OF THE TERM FOR THE PURPOSE OF DETERMINING THE PRIOR 12 MONTHS' FEES. IF THE WASABI SERVICE (OR ANY OTHER WASABI PRODUCT) IS PROVIDED TO YOU WITHOUT CHARGE, THEN WASABI WILL HAVE NO LIABILITY TO YOU WHATSOEVER.

YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION ARE AN ESSENTIAL PART OF THE AGREEMENT AND AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF WASABI SERVICE. THE FOREGOING DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED IN THIS AGREEMENT.

11. Modifications to the Agreement

We may modify this Agreement (including any policies or any links referenced herein) at any time by posting a revised version on the Wasabi website or by otherwise notifying you in accordance with Section 12.10, provided however, that any such modification: (a) to the DPA will not materially diminish the security measures or technical and organization measures set forth therein; (b) to the SLA will not materially diminish Customer's rights and (c) to the AUP or Documentation will not materially increase Customer's obligations. Subject to the foregoing, the modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Wasabi Service after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Wasabi website regularly for modifications to this Agreement.

12. Miscellaneous

12.1 Assignment. You may not assign or otherwise transfer this Agreement or any of the rights and obligations under this Agreement, without Wasabi's prior written consent. Any assignment or transfer, or attempt thereof, in violation of this Section 12.1 will be void. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate, or to any entity that acquires by sale, merger or otherwise, all or substantially all or a portion of such party's assets, stock or business. If another entity merges with or acquires Wasabi, or all, substantially all or a portion of our assets, stock or business you agree your encrypted stored data and information that Wasabi has collected from you, including personally identifiable information, may be transferred, and you consent to the secure transfer of such information, to such successor or assignee. "Affiliate" means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or is under common control with such party. For purposes of this definition, "control" means the direct possession of a majority of the outstanding voting securities of an entity.

12.2 Affiliates, Subcontractors and Vendors. Some or all of the Wasabi Service, including support services, may be provided by Wasabi's Affiliates, agents, subcontractors and information system vendors. The rights and obligations of Wasabi may be, in whole or in part, exercised or fulfilled by the foregoing entities, provided that Wasabi remains responsible for compliance with this Agreement.

12.3 Wasabi Channel Partners. Wasabi Channel Partners who use or make available Wasabi Services are independent from Wasabi and unilaterally determine their prices and terms under which they make the Services available. If you make a purchase through a Wasabi Channel Partner, Fees and payment terms will be as set forth in the quote provided to you by such Channel Partner and Wasabi will seek all payment from, and provide any credits or refunds to, such Channel Partner. Further, depending on the structure of the Channel Partner offering, such Channel Partner may have administrative access to your Wasabi Account and related information. Wasabi is not responsible for such Channel Partners' administration of your Account, or any other acts, omissions, statements or offerings of such Channel Partner.

12.4 Entire Agreement. This Agreement incorporates any policies or other information found at the published links by reference and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement including those: (a) submitted by you in any order, receipt, acceptance, confirmation, purchase order, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing or onboarding process that you submit or require us to complete. If the terms of this Agreement are inconsistent with the terms contained in exhibit, policies, product terms, or documents referenced or linked herein, the terms contained in such exhibits, policies, product terms, or documents will control.

12.5 Force Majeure. We and our Affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, epidemics, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.6 Legal Disputes. The laws of the Commonwealth of Massachusetts, without reference to conflict of law rules, governs this Agreement and any dispute of any sort that might arise between the parties. Disputes arising under this Agreement shall be brought exclusively in the state or federal courts of Massachusetts. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. To the extent permitted by law, you agree to file any claim you may have against Wasabi within one year after such claim arose. Otherwise, your claim is permanently barred.

12.7 Independent Contractors. Both parties are independent contractors with respect to each other.

12.8 Non-Exclusive Rights. Both parties reserve the right: (a) to develop or have developed for it: products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

12.9 Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.10 Notice.

(a) To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Wasabi website; or (ii) sending a message to the email address then associated with your Customer Account. You agree that all disclosures, notices and communications are considered received by you within twenty-four (24) hours of the time posted to Wasabi's website, or within twenty-four (24) hours of the time emailed to you. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your Customer Account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact Wasabi as follows: (i) by email transmission to legal@wasabi.com; or (ii) by personal delivery, overnight courier or registered or certified mail to either Wasabi Technologies

LLC, the attention of the Legal Department. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one (1) business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

12.11 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit a party's right to enforce such provision at a later time. All waivers by a party must be in writing to be effective.

12.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

12.14 Marketing. Each party may use the other party's name, trade name, trademarks, icons, and logos (collectively, the "Brands") to refer publicly to the other, orally and in writing, as a customer/vendor of the other solely in connection with the Wasabi Service. Any other use of a party's Brands requires such party's prior written consent.

12.15 Export Controls. Your use of the Wasabi Service may be subject to United States and other applicable export control and trade sanctions laws, rules and regulations (collectively, "Export Control Laws"). By purchasing the Wasabi Service, you represent and warrant that you are not located in any Sanctioned Country or on any Restricted Party List, that your use of the Services shall at all times be in compliance with Export Control Laws, and that you will not take any action that causes Wasabi to be in violation of any Export Control Laws.

12.16 Electronic Communications. By using Wasabi Service, you consent to receive electronic communications to the email address provided in your Customer Account. It is your responsibility to keep your email address current for notice purposes. You agree that any communications that Wasabi provides to you electronically satisfies any legal requirement that such communications be in writing.

12.17 Survival. The provisions of this Agreement that are clearly intended by their nature to survive termination, shall survive the expiration or termination of this Agreement, including but not limited to Customer's payment obligations and each party's indemnity obligations.

12.18 Headings. The headings of the sections in this Agreement are for convenience only and do not form part of the Agreement for any purposes of construction or interpretation.

Previous Versions:

- April 19, 2024

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