

ANODOT INC. EULA

The following terms and conditions (the "**Terms**") shall govern Customer's access to, and use of, Anodot Cost (the "**Service**").

It is expressly agreed that Anodot Inc, its affiliates and their respective successors and assignees (collectively, "**Anodot**") shall be an express third-party beneficiary of the following provisions, entitled to rely upon and enforce all representations, undertakings, disclaimers, obligations and liabilities of Customer thereunder. For the avoidance of doubt, the following provisions shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, without Anodot's prior written consent, to be delivered or withheld at Anodot's sole discretion.

1. Customer Account. In order to access and use certain services offered via the Service, Customer must have an account ("**Account**"). Customer must not allow anyone other than its personnel to access and use Customer's Account and is responsible for ensuring that any third party that Customer has allowed to access its Account has consented to, and abides by, these Terms. Customer will take sole responsibility for any activities under its Account.

2. Use of the Service

- a. Restrictions of Use. Customer must not, and shall not allow any user or third party to:
- i. Copy or make copies of the Service for distribution to the public;
 - ii. Distribute, broadcast, rent, lease, lend, use for timesharing or service-bureau services, export, modify, adapt, translate, enhance, customize, or otherwise create derivative works of, the Service or any part thereof;
 - iii. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, the Service or any part thereof;
 - iv. Remove or distort any proprietary notices or legends on or in the Service;
 - v. Use any automated means to access or use the Service, nor circumvent or disable any security or technological features of the Service, or otherwise access the Service other than as plainly intended;
 - vi. Use, send, upload, post, transmit or introduce any device, code, routine or other item (including bots, viruses, worms, and Trojan horses) that interferes (or attempts to interfere) with the operation or integrity of the Service, nor any content that is unlawful, infringing, defamatory, deceptive, obscene, fraudulent, harassing, pornographic, or abusive;
 - vii. Use the Service to design or develop any competing product or service that competes with the Service, nor use the Service for any unlawful or fraudulent purpose, to breach these Terms, or infringe or misappropriate any third party intellectual property, privacy, or publicity right;
 - viii. Violate or abuse password protections governing access to the Service;
 - ix. Publicly display or make public performance of the Service; and/or
 - x. Use the Service in a manner inconsistent with its then-current documentation.
- b. Feedback. If Customer contacts Snow with feedback (such as comments or suggestions) about the Service ("**Feedback**"), Customer hereby grants to Anodot a royalty-free, fully-paid, non-exclusive, irrevocable, sub licensable, transferable, perpetual, and worldwide license to use, reproduce, modify, perform, create derivative works from, distribute, display, and otherwise fully exploit, any such Feedback in any manner and for any purpose.
- c. Data. Customer hereby grants Anodot a royalty-free, non-exclusive license to use, process, display, copy and store the Data in order to: (i) provide the Service to Customer; and (ii) administer and make improvements to the Service. "**Data**" shall mean any and all data inputted or obtained by Customer or Snow on Customer's behalf for the purpose of using the Services or facilitating Customer's use of the Services.

- d. **Suspension.** Customer acknowledges that if Anodot believes that Customer is using the Service in a manner that deviates from the restrictions set forth in Section 2.a, exceeds the limitations set forth in the SOF or may cause harm to Anodot or any third party, then Anodot may suspend or limit Customer's access to and use of the Service ("**Suspension**") until such time as Anodot believes the excess, deviation, threat or harm, has passed.
- e. **MSP Terms.** The following shall apply where the Service is specifically provided to Customer for the purpose of being used by MSP Customers (such defined as end-customers of Customer to whom Customer provides managed services pertaining to the use of Microsoft, Amazon or GCP cloud services): (i) Notwithstanding any provision to the contrary, Customer may make available the relevant Service to MSP Customers, on a managed service basis, provided that (a) prior to Customer allowing access to a new MSP Customer, Customer shall set-up a corresponding account on Anodot's platform (or otherwise notify Anodot of such new MSP Customer), and (b) Customer shall remain liable for any acts and omissions of MSP Customers, such deemed as acting on Customer's behalf for the purpose of the Terms. (ii) Unless the context or nature of the engagement specifically require otherwise, references to Customer in the Terms, including, without limitation, in the context of actions, duties, omissions, failures and breach of Customer thereunder; use of the Service and treatment of Data; and disclaimers, limitations and exclusions of warranties and liabilities made for Anodot's benefit; shall be deemed to apply to both Customer and MSP Customers. (iii) In the framework of the subscription, Customer will be granted access to Anodot's billing and invoicing dashboard; Customer acknowledges such is intended to assist cost calculation and allocation, but Customer is ultimately responsible for determining amounts billed and invoiced to end-customers.

3. Additional Requirements and Provisions

- a. **Service Level Agreement.** Snow will use commercially reasonable efforts to ensure that the Service is available (as defined below) for access and use at an annual uptime percentage of at least 99.5%, as measured over any calendar year. The Service will be deemed "available" if Users are able to login to the Service, interface and/or access monitoring data. Snow shall not be deemed in default if the Service is inoperable or inaccessible due to: (i) reasonable scheduled downtime (such as downtime of which Customer is notified at least 3 days in advance, or during a standard maintenance window); (ii) reasonable backups of the Service; (iii) Service unavailability that is attributable to: (a) causes beyond Snow's reasonable control, such as a force majeure event, or the performance of any third party hosting provider or communications or internet service provider; (b) Customer's failure to comply with these Terms; (c) any actions or omissions by Customer or any third party acting on Customer's behalf; and/or (d) Customer's or any third party's equipment or software; (iv) Service unavailability caused by the Suspension and/or termination of Customer's right to use the Service in accordance with the Agreement; and/or (v) separate instances of Service unavailability of less than 5 minutes duration each (each of (i) through (v) above, an "**SLA Exclusion**"). In the event Service availability drops below 99.5% for 2 consecutive months (except if due to an SLA Exclusion), Customer may terminate the Subscription to the Service in the calendar month following such 2-month period upon written notice to Snow.

4. **Customer Representation and Warranties.** Customer represents and warrants that: (i) Customer owns or has obtained the rights to all of the intellectual property rights subsisting in the Data, and Customer has the right to provide Snow the license granted herein to use such Data in accordance with these Terms; (ii) the Data does not infringe or violate any intellectual property, proprietary or privacy or publicity rights of any third party; and (iii) Customer owns or has the necessary rights and permissions to use and access the Service. Customer shall remain solely responsible and liable for the Data and expressly releases Snow from any and all liability arising from Snow's use of the Data as permitted herein. Customer agrees to comply with all applicable international, national, state, regional and local laws and regulations in accessing and/or using the Service (or any part thereof) and in performing its obligations, including laws relating to privacy, data protection, and exports.

5. Intellectual Property

- a. **General.** All rights not expressly granted under these Terms have been reserved by Anodot and/or its licensors and nothing in this Agreement shall be construed as transferring any rights, title or interests to Customer or any third party. Furthermore, the rights granted to Customer under

these Terms shall terminate immediately upon the earlier of the termination of these Terms or Customer's breach of any provision of these Terms.

- b. **Service.** The intellectual property and all other rights, title and interest of any nature in and to the Service (including Anodot's API), and any related content provided or made available through Anodot's Service hereunder, including all modifications, upgrades, customizations and derivative works (whether or not permitted under this Agreement) of the Service, are and shall remain the exclusive property of Anodot and its licensors.
- c. **Customer Data.** The intellectual property and all other rights, title and interest of any nature in and to the Data are and shall remain the exclusive property of Customer and/or its licensors.

6. Privacy Policy. In order for Snow to provide Customer with the Service, no identifiable or personal information is required to be transmitted. Customer is required not to provide Snow with such information as part of the Data and shall indemnify Snow for any third party claims arising from its provision of identifiable or personal information. Notwithstanding the foregoing, Snow may receive login information such as user email addresses. To the extent that any such personally identifiable information is collected by or on behalf of Snow in connection with the Service, it may be transmitted to Anodot to be used by Anodot in accordance with the Privacy Policy as amended from time to time, which can be found at: <https://www.anodot.com/privacy-policy/>.

7. Confidential Information. Each party may have access to certain non-public and/or proprietary information of the other party and its affiliates and subsidiaries, in any form or media, including trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any such other information that, regardless of the manner in which it is furnished and given the circumstances, a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive ("**Confidential Information**"). Each party shall take measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party's Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under these Terms or by applicable law. All right, title and interest in and to Confidential Information are the sole and exclusive property of the disclosing party. Upon termination or expiration of these Terms or upon the written request of the disclosing party, the receiving party shall promptly: (i) return to the disclosing party all Confidential Information furnished to it by the disclosing party, without retaining any copies thereof, or (ii) destroy all Confidential Information furnished to the receiving party by the disclosing party, including soft copies and any writings or recordings whatsoever prepared by the receiving party, except to the extent a party is advised by counsel that such destruction is prohibited by law.

8. Effect of Termination

- a. **General.** Upon termination of these Terms, Customer shall immediately discontinue all access and use of the applicable Service.
- b. **Access to Customer Data.** Customer acknowledges that, upon termination of these Terms, Customer will lose all access to any Data that Anodot may be storing in order to make available the Service to Customer. It is Customer's responsibility to download its Data prior to termination of these Terms. Customer agrees to waive any legal or equitable rights or remedies it may have against Snow or any third party with respect to deletion of Data following termination.
- c. **Survival.** Section 2.b (Feedback), and Sections 4 (Customer Representation and Warranties) to 11 (Indemnification) shall survive termination of these Terms.

9. Disclaimer. Customer assumes all responsibility for the selection of the Service to achieve Customer's intended results. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply. EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE SERVICE AND OUTPUT (DEFINED BELOW), ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (II) ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR PURPOSE ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SNOW WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENCES TO CUSTOMER OR THIRD PARTIES THAT MAY RESULT FROM CUSTOMER'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR ANY THIRD PARTY SERVICE PROVIDER. SNOW MAKES NO REPRESENTATION REGARDING CONTENT, FORECASTS, PREDICTIONS, REPORTS, INFORMATION, BILLING AND COST ALLOCATION, CONCLUSIONS, RESULTS, CODE AND/OR RECOMMENDATIONS THAT CUSTOMER OBTAINS THROUGH

USE OF THE SERVICE (COLLECTIVELY, "**OUTPUT**"). THE OUTPUT DOES NOT CONSTITUTE LEGAL, BILLING, TECHNICAL OR EXPERT ADVICE OR BINDING PREDICTIONS AND CUSTOMER MUST DETERMINE FOR ITSELF ANY NEED TO OBTAIN INDEPENDENT ADVICE REGARDING THE SUBJECT MATTER OF ANY OUTPUT AND/OR ANY SOFTWARE THAT CUSTOMER MAY USE OR IMPLEMENT. CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS A STATISTICAL TOOL AND THAT SNOW THEREFORE CANNOT GUARANTEE OR COMMIT TO ANY BINDING LEVEL OF ACCURACY OR SUCCESS OF THE OUTPUT. CUSTOMER'S USE OF AND RELIANCE UPON THE SERVICE AND ANY OUTPUT, AND ANY DECISIONS WHICH CUSTOMER MAY MAKE AS A RESULT, INCLUDING THE IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED THEREIN, ARE AT CUSTOMER'S SOLE DISCRETION AND RISK, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, SNOW SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER IN CONNECTION WITH THE FOREGOING. CUSTOMER IS REMINDED TO TAKE INTO ACCOUNT A CERTAIN LIKELY MARGIN FOR ERROR WHEN MAKING ANY BUSINESS DECISIONS BASED ON THE SERVICE. EXCEPT AS STATED HEREIN OR IN SNOW'S PRIVACY POLICY, SNOW DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE SECURITY OF ANY INFORMATION CUSTOMER MAY PROVIDE. IN PARTICULAR, SNOW DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S EXPECTATIONS OR BE SECURE, ACCURATE, ERROR-FREE, OR OPERATE ON AN UNINTERRUPTED BASIS OR IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE OR SYSTEM.

10. Limitation of Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF INCOME, PROFITS, GOODWILL, REPUTATION, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE UNDER THESE TERMS OR THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY; AND (II) EXCEPT IN RELATION TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES AND LOSSES UNDER THESE TERMS, OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICE SHALL NOT EXCEED THE AMOUNT OF FEES (IF ANY) PAID BY CUSTOMER TO SNOW UNDER THESE TERMS WITHIN THE 12 MONTHS PRECEDING THE DATE OF A CLAIM.

11. Indemnification

- a. **Indemnification obligation.** Each party (the "**Indemnifying Party**") hereby agrees to defend and indemnify the other party and its directors, officers, employees, agents and partners (each, an "**Indemnified Party**") from and against any and all third-party claims, demands, actions and/or proceedings based upon or arising out of the Indemnifying Party's (i) violation of the intellectual property rights of a third party; and/or (ii) breach of Section 2(a) (Restrictions of Use), (each, a "**Claim**"), and the Indemnifying Party agrees to pay the Indemnified Party for any and all damages, obligations, losses, liabilities, penalties, fines, costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, "**Losses**") incurred by the Indemnified Party in connection with the Claim, or in the settlement or avoidance of the Claim.
- b. **Procedure.** In relation to the indemnification obligations at Section 11(a) above: (i) the Indemnified Party will notify the Indemnifying Party of any Claim; (ii) the Indemnified Party shall cooperate in any defense and settlement and may participate in such defense at its own expense; and (iii) the Indemnifying Party agrees not to enter into any settlement of any Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld.