

MATTERMOST, INC. SOFTWARE AND SERVICES LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY. THIS MATTERMOST SOFTWARE AND SERVICES LICENSE AGREEMENT (“AGREEMENT”) SETS FORTH THE LEGAL TERMS AND CONDITIONS WHICH GOVERN THE RELATIONSHIP BETWEEN YOU (“LICENSEE” OR “YOU”) AND MATTERMOST, INC. (“MATTERMOST”) AND THE RELATED TERMS AND CONDITIONS APPLICABLE TO THE PRODUCT MATERIALS YOU DOWNLOAD OR ACCESS. BY AGREEING TO THIS AGREEMENT IN WRITING, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE THE DATE YOU AGREE TO THIS AGREEMENT (THE “EFFECTIVE DATE”). IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DELETE AND DESTROY ALL COPIES OF THE PRODUCT MATERIALS IMMEDIATELY.

This Agreement describes the legal framework under which Licensee may license Product Materials and Services from Mattermost. All references in this Agreement to the “sale” or “purchase” (or other similar terms) of any Subscription or Product Materials shall mean the sale or purchase of a license to such Product. Terms not otherwise defined in the text of this Agreement shall have the meanings ascribed to them in Exhibit A.

General Terms and Conditions

1. Orders; Subscriptions; Delivery; Control of the Services; Certain Licensee Responsibilities; Support.

- 1.1 How to Order; Subscription Models Offered. During the Term of this Agreement and subject to Licensee’s compliance with the terms and conditions hereof, including the payment of the applicable fees, Licensee may purchase Product Materials and Support by the parties agreeing to Orders that reference this Agreement. The Subscription models offered may be found the applicable GSA Schedule Pricelist [on](#) . For any fee-based Subscription, Licensee will be required to provide billing information.
- 1.2. Subscriptions. The Product Materials are licensed pursuant to Subscriptions. Subscriptions will be for the term agreed to in an applicable Order (“Subscription Term”). If no term is specified in an Order, the Subscription Term will be one year. Paid Subscriptions may be renewed for successive terms (the same length as the Subscription Term) at Mattermost’s then-current GSA Schedule fees by executing a written order for the successive annual Subscription Term. Subscriptions may be either Cloud Edition or On-Premise.
- 1.3 Electronic Delivery. All Product Materials (including Updates) licensed by Licensee pursuant to this Agreement will be delivered electronically to Licensee (such as by electronic mail, file transfer or other means of electronic transmission, or by giving Licensee access to such Product Materials) and will be deemed accepted upon Delivery. In the case of a renewal of a Subscription, Licensee acknowledges and agrees that there is no delivery requirement for such renewal. Such renewals shall be deemed Delivered on the first day of the then-current renewal term of the applicable Subscription.
- 1.4 Control of the Services. The method and means of providing the Services shall be under the exclusive control and management of Mattermost. Mattermost will provide and operate the Services in a professional and commercially reasonable manner in accordance with applicable law. Each party shall retain sole responsibility for such party’s information technology infrastructure, including computers, servers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by such party or through the use of third-party services.
- 1.5 Certain Licensee Responsibilities. In the case of Cloud Edition Subscriptions, Licensee shall provide accurate, current and complete information required to enable its Registered Authorized Users on the Cloud Infrastructure, and will maintain the accuracy of such information during the Use of the Services. Licensee shall require its Registered Authorized Users to maintain proper password security, and to maintain the confidentiality of Licensee’s account. Without limiting any other responsibilities Licensee has under this Agreement, Licensee is responsible for the actions of its Registered Authorized Users, of anybody accessing the Cloud Infrastructure using the credentials of any Registered Authorized User, and of any other individuals to whom Licensee has given access to the Services.
- 1.6 Support. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Mattermost will provide support to Licensee as described in the document attached hereto .

2. Ownership of Intellectual Property; License Grant; Restrictions.

2.1 Ownership. The Product Materials contain proprietary and confidential information of Mattermost and its licensors. Except to the extent licenses are expressly granted hereunder, each party and each party's licensors, respectively, retains all right, title and interest in and to all patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets in and to that party's respective products and services. Mattermost retains all right, title and interest in and to any work product created by Mattermost in the course of providing Product Materials, Service or Support under this Agreement, and to all suggestions, ideas, enhancement requests, feedback, code, recommendations or other information provided by Licensee or any third party relating to the Licensed Software, which are hereby assigned to Mattermost. In addition, any additional system software, and the content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to Mattermost's website are protected under applicable copyrights, trademarks and other proprietary rights. The use, copying, redistribution, use or publication by Licensee of any such parts of the website, Product Materials or the Services, except as expressly authorized by this Agreement, is prohibited.

2.2 License Grants.

- a. License Grant to Mattermost Proprietary Code. Subject to and in consideration of Licensee's compliance with the terms and conditions of this Agreement, Mattermost hereby grants to the Licensee, solely during the applicable term specified in an Order, a royalty free, limited, non-exclusive, non-transferable (except as otherwise expressly set forth in this Agreement) and non-sublicensable license to: (i) in the case of an On-Premise Subscription install, run and Use the Mattermost Proprietary Code for the number of Registered Authorized Users of the Licensed Software for which Licensee has a current subscription; (ii) in the case of Cloud Edition Subscription, access and use the Mattermost Proprietary Code via the Internet address provided to Licensee by Mattermost; and (iii) use the Documentation, training materials or other materials supplied by Mattermost to enable such licensed rights.
- b. License Grant to Licensed Software Under a Public Software License. Any software code contained in the Licensed Software which is licensed under a Public Software License will be licensed to Licensee under the terms and conditions of the third-party license applicable to such software code, including license terms or conditions included in source code headers, "license" or "copying" file, or the like that may be associated with the software code. In each such case, Licensee's licensed rights to such software code are determined by the applicable Public Software License, not this Agreement. Mattermost does not seek to restrict, or receive compensation for, the act of copying or redistributing publicly licensed code which is otherwise freely redistributable to third parties (and not otherwise restricted by federal trademark or other laws). To the extent the terms of any applicable Public Software License require Mattermost to make an offer to provide source code or related information, such offer is hereby made. Any request for source code or related information should be directed only to subscribers@mattermost.com.
- c. Copies. In the case of On-Premise Subscriptions, Licensee shall be entitled to make such back-up copies ("Backup Copies") of the Product Materials as shall be consistent with its usual policies for backup of its internal data. Any such Backup Copies shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Product Materials. Backup Copies shall at no time be stored in a manner enabling them to be directly executed.
- d. Licensee Data; License Grant from Licensee. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Licensee Data. In the case of a Cloud Edition Subscription, Licensee hereby grants to Mattermost a non-exclusive, transferable and sublicensable (solely as set forth herein), worldwide, royalty free license to store, record, transmit, distribute, maintain and display the Licensee Data as reasonably required to operate and provide the Services.

2.3 License Restrictions. Licensee (and its Registered Authorized Users) shall not remove from the Product Materials, alter or obscure in the Product Materials, any of Mattermost's (or its licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Mattermost's (or its licensors') ownership or contributions. Additionally, Licensee agrees to reproduce and include Mattermost's (and its licensors') proprietary and copyright notices on any copies of the Product Materials, or on any portion thereof. Licensee further agrees that it (and its Registered Authorized Users) will not without express written permission of Mattermost: (a) reverse compile, disassemble, decompile or engineer, copy, modify or adapt the whole or any part of the Product Materials; (b) make the Product Materials or Services available to, or use the Product Materials or Services for the benefit of, anyone other than Licensee or Licensee's customers; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Product Materials or Services, or include any Product Materials or Services in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the

Product Material or Services in a way that circumvents a contractual usage limit; (e) copy the Product Materials or Services or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement; (f) frame or mirror any part of the Services, other than framing on Licensee's own intranets or otherwise for its own internal business purpose; or (g) access or use any Product Materials or Services in order to build a competitive product or service. Licensee further agrees to not exceed the allotment of data storage space paid for by Licensee, and Licensee acknowledges that exceeding such allotment could cause Service disruption.

In addition, with respect to Cloud Edition Subscriptions, Licensee agrees that it (and its Registered Authorized Users) will not (a) access the Services for or upload to the Cloud Infrastructure anything unlawful, misleading, malicious or discriminatory; (b) work around any technical limitations in the Cloud Infrastructure, use any tool to enable features or functionality that are otherwise disabled in the Cloud Infrastructure; (c) perform or attempt to perform any actions that would interfere with the proper working of the Cloud Infrastructure or prevent access to or use of the Cloud Infrastructure by Mattermost's other licensees or customers (including but not limited to any form of dedicated denial-of-service scheme or over-burdening a targeted server with ping requests); (d) upload or transmit to the Cloud Infrastructure any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or intercept the normal operation of the Cloud Infrastructure; or (e) access or attempt to access any accounts or data on the Cloud Infrastructure, other than those explicitly belonging to Licensee or provided by Mattermost for Licensee's Use.

3. Fees; Payments.

3.1 Invoicing and Payment. For any paid Subscription where payment is not made by pre-authorized credit card, Mattermost will invoice Licensee in accordance with the relevant Order and this Agreement. Unless otherwise indicated, payment of the License Fee is due within 30 days of Licensee's receipt of an invoice. Licensee may purchase a Subscription which is paid via Licensee's credit card. In such case, Licensee must submit a valid credit card and agree to an initial and recurring Subscription fee. Such charges will be made immediately upon commencement of each Subscription Term.. Except as provided in Section 4.3, all payments accrued or made under this Agreement are nonrefundable.

3.2 Taxes. Vendor Mattermost shall state separately on invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

3.3 Licensee Usage Report; Additional Users. This Section 3.3 applies to any paid, On-Premise Subscription. No later than 15 calendar days after the end of each calendar quarter during the Term (and after the Term with respect to the final Licensee Usage Report), Licensee shall deliver to Mattermost:

- a. a report in writing and certified by an authorized agent of Licensee (the "Licensee Usage Report") stating the actual number of Registered Authorized Users during the just-ended calendar quarter (the "Reporting Period"); and
- b. if the number of Registered Authorized Users for such Reporting Period exceeds the number on Licensee's original purchase order, then in addition an amended or additional purchase order for the incremental additional Registered Authorized Users.

The Licensee Usage Report shall include a screenshot (or screenshots, as applicable to document all Registered Active Users) dated the last day of the applicable Reporting Period taken from Licensee's Systems Console and showing the number of "Total Authorized Users" (referred to herein as "Registered Authorized Users"). If the actual number of Registered Authorized Users for the applicable Reporting Period exceeds the number on Licensee's original purchase order, then the fees for such Reporting Period will be adjusted accordingly, and Licensee shall pay Mattermost the adjusted balance based on Mattermost's properly issued invoice.

The additional per-Registered Authorized User fee will be pro-rated based on the number of months left in the applicable subscription term, including all of the months for the calendar quarter applicable to the Licensee Usage Report. No downward adjustments will be made.

4. Warranty and Disclaimer.

- 4.1 Subject to each of the other provisions of this Agreement, Mattermost warrants, solely to Licensee and solely during the term of an applicable Subscription, that (A) it has all rights and licenses necessary for it to perform its obligations and grant the licenses granted hereunder, (B) other than license renewal enforcement tools, it will not knowingly include in the Licensed Software Delivered to Licensee hereunder any computer code or other computer instructions, devices or techniques (including without limitation those known as disabling devices, Trojans, or time bombs) that are intentionally designed to disrupt, disable, or damage the operation of a network, computer program or computer system or any component thereof, and (C) for a period of 60 days after the Licensed Software is initially Delivered to Licensee (the "Warranty Period"), the Licensed Software, when installed properly, will be capable of functioning substantially in accordance with the Specifications.
- 4.2 The warranty provided in Section 4.1 will not apply if: (i) Licensee fails to notify Mattermost in writing (including by email sent to subscribers@mattermost.com) during the Warranty Period of any such breach; or (ii) Licensee fails to implement all Updates to the Licensed Software made available at no charge to Licensee during the Warranty Period.
- 4.3 If Mattermost breaches the warranty set forth in Section 4.1, Licensee's sole and exclusive remedy, and Mattermost's sole obligation, shall be to remedy such breach as set forth in this Section. At the sole discretion of Mattermost, Mattermost will, at its expense, either: (i) repair or replace the defective Licensed Software to enable it to perform substantially in accordance with the Specifications; or (ii) terminate this Agreement and refund to Licensee the fees paid by Licensee to Mattermost for the defective Licensed Software.
- 4.4 The Product Materials and Services are not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Product Materials or Services could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Mattermost specifically disclaims any express or implied warranty of fitness for High Risk Activities.
- 4.5 **IMPORTANT DISCLAIMERS.** EXCEPT AS SET FORTH IN SECTION 4.1, MATTERMOST MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, SERVICES, DOCUMENTATION OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ANY OTHER EXPRESS AND ANY IMPLIED WARRANTIES, (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). MATTERMOST DOES NOT WARRANT THAT THE PRODUCT MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT SUCH PRODUCT MATERIALS WILL SUCCEED IN RESOLVING ANY PROBLEM. IN ADDITION, LICENSEE ACKNOWLEDGES THAT THE NATURE OF INTERNET-BASED SERVICE DELIVERY IS SUCH THAT CONFIDENTIALITY AND PERFORMANCE CANNOT BE COMPLETELY ASSURED. MATTERMOST SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION OR LOSS OF ANY OF LICENSEE DATA, EXCEPT TO THE EXTENT THAT SUCH UNAUTHORIZED ACCESS, USE, CORRUPTION, OR LOSS IS DUE SOLELY TO MATTERMOST'S GROSS NEGLIGENCE OR MISCONDUCT.

5. Limitation of Liability.

- 5.1 **Limitation on Indirect Damages.** EXCEPT WITH RESPECT TO CLAIMS BASED UPON EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SUBJECT TO SECTION 5.2, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- 5.2 **Certain Damages Excluded Entirely.** EXCEPT WITH RESPECT TO CLAIMS BASED UPON LICENSEE'S BREACH OF ITS LICENSED RIGHTS HEREUNDER, IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR LOST REVENUE. IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR ANY PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES INCURRED BY THE OTHER PARTY, WHETHER SUCH DAMAGES ARE CHARACTERIZED AS DIRECT, INDIRECT OR OTHER, AND WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 Maximum Liability. EXCEPT WITH RESPECT TO EITHER PARTY'S BREACH OF THE EXEMPTED SECTIONS, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO MATTERMOST UNDER THIS AGREEMENT. THE EXEMPTED SECTIONS ARE: 2.2 (LICENSE GRANT), 2.3 (LICENSE RESTRICTIONS), 3 (FEES; PAYMENTS); 6.5 (INDEMNIFICATION BY LICENSEE), 9 (IMPORT AND EXPORT REGULATIONS), 10.1 (NO PERSONAL DATA) AND 10.2 (PERSONAL PRIVACY).

6. Indemnities.

6.1 Indemnification by Mattermost. Subject to each of the other provisions of this Agreement, Mattermost (at its expense) shall (i) have the right to intervene to defend or (at its option) settle, any claim brought against Licensee by a third party alleging that the Mattermost Proprietary Software infringes as of the date of Delivery the copyright, trademark, or US or EU patent of said third party (a "Claim") and (ii) indemnify Licensee against damages and costs finally awarded against and payable by Licensee in any such Claim. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN DEROGATION OF THE U.S. DEPARTMENT OF JUSTICE'S RIGHT TO DEFEND ANY CLAIM OR ACTION BROUGHT AGAINST THE U.S., PURSUANT TO ITS JURISDICTIONAL STATUTE 28 U.S.C. §516.

6.2 Exceptions. Mattermost shall have no liability to Licensee under this Section:

(a) to the extent any Claim is based on or arises from any Product Materials, or any portion or component thereof, that is: (i) not provided directly to Licensee by Mattermost; (ii) modified by a party other than Mattermost and not at Mattermost's direction, to the extent that the alleged infringement would not have occurred in the absence of such modification; or (iii) combined with other products, processes or materials to the extent that the alleged infringement would not have occurred in the absence of such combination;

(b) to the extent Licensee continues allegedly infringing activity after: (i) being notified thereof; and (ii) being provided, at no additional charge, modifications that would have avoided the alleged infringement without significant loss of performance, compatibility or functionality; or

(c) from any breach of the Licensee's obligations under this Agreement.

6.3 Despite any of the foregoing, Mattermost's obligations under Section 6.1 shall be valid only if Licensee:

(a) gives notice to Mattermost of any Claim promptly upon becoming aware of the same;

(b) gives Mattermost the control of the defense and settlement of any Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of Mattermost (provided that Mattermost will not without Licensee's consent enter into any settlement that admits any guilt of Licensee or imposes on Licensee any financial obligation to a third party); and

(c) acts in accordance with the reasonable instructions of Mattermost and gives to Mattermost such assistance as it shall reasonably require in respect of the conduct of the defense of any Claim.

6.4. In the event of any alleged Intellectual Property infringement, Mattermost shall be entitled at its own expense and in its sole discretion to: (i) procure the right for the Licensee to continue using the Product Materials; (ii) make such alterations, modifications, or adjustments to the Product Materials so that they become non-infringing without incurring a material diminution in performance or function; or (iii) replace the Product Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

6.5 Reserved.

7. Confidentiality.

7.1 Confidentiality Agreement. Each of the parties hereto undertakes to the other to keep confidential and not disclose to any third party all Confidential Information concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into, or performance of, this Agreement. At a minimum, the receiving party agrees to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Confidential Information shall mean any information

which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential. Despite the foregoing, the Product Materials, and each party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such party's Confidential Information. Further, despite any other provision to the contrary, neither party may disclose the specific terms of this Agreement, except as required by law.

7.2 Exceptions; Required Disclosures. Despite all of the foregoing, Confidential Information will not include any information which: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is disclosed by the receiving party with the disclosing party's approval; or (e) is independently developed by the receiving party without any use of Confidential Information of the disclosing party. In the event that the receiving party is required by law to make any disclosure of any of the Confidential Information of the disclosing party, by subpoena, judicial or administrative order or otherwise, the receiving party shall first give written notice of such requirement to the disclosing party, and shall permit the disclosing party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the disclosing party in seeking to obtain such protection. Mattermost recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7.3 Collection of Certain Data; Anonymized Use for Analytics. With respect to On-Premise Subscriptions, Licensee may disable (turn off) functionality in the Licensed Software which allows Mattermost to collect and analyze certain aggregated or de-identified data. If Licensee does not disable such functionality in On-Premise Subscriptions or with respect to the Cloud Edition, Mattermost may collect data with respect to the aggregate response rate and other aggregate measures of the Licensed Software's performance, as well as information about Licensee's activation, configuration and use of the Licensed Software. Mattermost may use the information collected by such features to verify Licensee's licensing, provide technical support, and (solely in an aggregated or de-identified form) to otherwise improve the Licensed Software and Services.

7.4 Reserved.

7.5 Return of Information. Upon expiration or termination of this Agreement for any reason, the receiving party will destroy (or at the request of the disclosing party, return) all copies of all Confidential Information of the disclosing party in its possession or under its control. Despite the foregoing, the receiving party (a) shall not be required to return or destroy copies of the disclosing party's Confidential Information from its disaster recovery and/or business continuity databases, where doing so would be commercially impracticable, and (b) may retain a single archive copy of the Confidential Information to the extent required to comply with applicable legal and regulatory requirements, provided that in either case the receiving party maintains the Confidential Information in compliance with the terms of this Agreement until destroyed, which shall occur as soon as reasonably practicable.

8. Term and Termination.

8.1 This Agreement shall continue until terminated in accordance with the provisions of this Section 8.

8.2 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Mattermost shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8.3 Any termination of this Agreement pursuant to this Section shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.4 Upon termination of this Agreement, Licensee shall destroy (or, at the Licensee's sole option, return) all copies of the Product Materials in its possession or control and a duly authorized officer of the Licensee shall certify in writing to Mattermost that the Licensee has complied with such obligation.

8.5 Those provisions, which by their nature survive termination, shall continue after termination or expiration of this Agreement. Those provisions include, but are not necessarily limited to: Sections 2.1, 2.2(b), 2.3, 3-5, 6.5, 7, 8.3-8.6, 9 and 13, all associated definitions and all accrued rights to payment.

8.6 Termination is not an exclusive remedy for breach of this Agreement by either party. All other remedies will be available to the non-breaching party whether or not the non-breaching party terminates this Agreement for breach by the other party.

9. **Import and Export Regulations.** The Licensed Software and all Updates are subject to U.S. export controls, specifically the Export Administration Regulations. Both parties shall comply with all applicable import and export regulations, including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. In particular and without limitation, Licensee will not export or re-export any part of the Licensed Software or Services(a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List or any other restricted party lists. Licensee represents and warrants that it is not located in any such country or on any such list..

10. **Privacy and Security; Infrastructure.**

10.1 **No Personal Data.** Licensee shall not transfer or otherwise make available to Mattermost any personal data or personally identifiable information (as such terms are defined in the GDPR or any other Applicable Privacy Laws) unless Licensee has obtained a valid consent from the relevant data subject in accordance with the terms of the GDPR or any other Applicable Privacy Laws permitting such transfer and the use by Mattermost (being based in the United States) and its subcontractors of such personal data or personally identifiable information as required for the performance of this Agreement (including Section 7.3 above). In case of breach of this obligation by Licensee, the provisions of Section 6.5 shall apply.

10.2 **Personal Privacy.** Each party agrees to abide by all Applicable Privacy Laws.

10.3 **Infrastructure.** Licensee or its Registered Authorized Users have and will retain sole responsibility for: (a) Licensee's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Licensee or through the use of third-party services.

11. **Force Majeure.** In accordance with GSAR 552.212-4(f), Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority.

12. **Certain Terms Applicable to Free/Non-Paid Subscriptions and Beta Products.**

12.1 Certain Subscription models may offer free trial periods, which may be subject to additional limitations as set forth at <https://mattermost.com/pricing/>. Free trial periods will automatically terminate at the conclusion of the free trial period as set forth at <https://mattermost.com/pricing/> or on an applicable Order.

12.2 Despite any other provision of this Agreement, including but not limited to Sections 4.1 and 6.1, any Software provided to Licensee pursuant to a free/non-paid Subscription and any product offered as a beta product, is licensed as-is, with no warranties or indemnities of any kind.

12.3 In addition to the provisions of Section 8.2, in the case of a free/non-paid Subscription, either party may terminate this Agreement, or any license granted under this Agreement, at any time by giving the other party written notice of termination.

12.4 Upon termination or expiration of a free trial subscription, and if Licensee does not then enroll in a paid Subscription for which Licensee had a free trial, then Licensee's Subscription shall (i) revert to the Subscription level Licensee subscribed to immediately prior to the free trial, or (ii) terminate entirely if Licensee was not immediately prior to the free trial under and Subscription agreement with Mattermost.

12.5 Despite any other provision of this Agreement, including but limited to Section 5, in the case of a free/non-paid subscription or with respect to a beta product,, Mattermost's aggregate liability for damages under this Agreement shall not exceed U.S. \$100.00.

13. Miscellaneous.

13.1 Cloud Edition Backups. Mattermost regularly backs up the database used in conjunction with the Services, but is under no obligation to do so. Data restoration from backups may be offered at Mattermost's then-current published rates per incident. If Mattermost backs up data, Mattermost will make a commercially reasonable effort to assist in restoring lost data; however, Mattermost does not guarantee that every backup will complete without error, that it will be able to restore any specific data, or that it will retain any backup for longer than seven days. Despite any of the foregoing or any other provision of this Agreement, Customer understands and agrees that Mattermost is unable to recover, and shall have no liability for, data that was deleted due to Customer-specified data retention policies set within the System Console of the Licensed Software.

13.2 Waiver. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

13.3 Notices. All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, or sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other party has been notified).

13.4 Invalidity and Severability. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

13.5 Successors. This Agreement shall be binding upon and inure to the benefit of the successors in title of the parties hereto.

13.6 Assignment and Sublicensing. Licensee shall not assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder without the prior written consent of Mattermost. In addition, Mattermost may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

13.7 Headings. Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Federal laws of United States.

1.9 Third Party Rights. This Agreement does not, and is not intended to, confer any benefit on, nor create any right exercisable or enforceable by, any third party.

13.10 Reserved.

13.11 Independent Contractors. The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

13.12 Amendments. Mattermost may non-materially change, supplement or update this Agreement by posting any changes to this Agreement on its website. Your continued use of the Product Materials after will mean that You accept any such non-material change, supplement or update.

13.13 U.S. Government Rights. Mattermost does not develop any technical data or computer software pursuant to this Agreement. In addition, the Licensed Software and Services are commercial products that were developed at private

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Exhibit A

Certain Definitions

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