



MAIN SERVICE AGREEMENT

This MAIN SERVICE AGREEMENT (the “**Agreement**”) is entered into by and between Sigma Computing, Inc., a Delaware corporation with offices at 116 New Montgomery St., #700, San Francisco, CA 94105 (“**Sigma**”) and the Customer listed on the applicable Order Form (as defined below) executed by the parties (“**Customer**”). In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Service.**

1.1. **Service Description.** Sigma is the owner and provider of a cloud-based intelligence tool and service (the “**Service**”) that is designed to allow customers to analyze data within a data warehouse owned or controlled by Customer (“**Data Warehouse**”). Data and information within the Data Warehouse that is provided to Sigma through the Service is “**Customer Data**.” If Customer (including its Users) uses the Service to write, edit, or otherwise modify Customer Data, such derivative works will also be considered Customer Data hereunder and owned by Customer in accordance with Section 6.2 of this Agreement. Customer’s access to the Service may include access to the Sigma Platform and/or the Embedded Platform (depending on the functionality purchased by Customer under an Order Form). The “**Sigma Platform**” allows Customer to connect Customer’s Data Warehouse to the Service for the purpose of querying Customer Data to generate visual representations of answers to such queries (“**Visualizations**”). Visualizations are part of the Service; however, Customer may use the Service’s export functionality to export a static version of the Visualization (“**Report**”). Reports are owned by Customer as stated in Section 6.2. Visualizations are viewed in workspaces called “**Workbooks**” that may contain one or more Visualizations related to the same topic or query as well as other tables or features made available within the Sigma Platform. Use of and access to the Sigma Platform is permitted only by Customer’s employees and contractors working for the benefit of Customer (“**Sigma Platform Users**”). The “**Embedded Platform**” allows Customer to embed Workbooks into its own, proprietary application or website for the purpose of allowing its end user customers and clients to view or query Customer Data (“**Embedded Workbooks**”). Customer’s end user customers and clients that access and use the Embedded Workbooks are “**Embedded User(s)**” (collectively, the Sigma Platform Users and Embedded Users are “**Users**”). Specific terms regarding Customer’s use of and subscription to the Embedded Platform can be found at <https://pages.sigmacomputing.com/hubfs/Legal/EMBEDDING-TERMS.pdf> (“**Embedding Terms**”), which is incorporated herein by reference.

1.2. **Customer’s Subscription.** Subject to the terms of this Agreement, Customer may purchase a subscription to, and has the right to access and use, the Service, and specific functionality and modules, as specified in one or more ordering documents executed by the parties (or Customer and a Reseller) that reference this Agreement and describe the business terms related to Customer’s subscription (“**Order Form(s)**”). Sigma also grants Customer (including Sigma Platform Users) a limited, non-sublicensable, non-transferable right and license to access, download, and use, solely for Customer’s internal business purposes, the technical documentation regarding the Service that Sigma publishes to all its customers (“**Documentation**”). All subscriptions will be for the period described on the applicable Order Form (“**Subscription Period**”). Except as otherwise specifically permitted in the Embedding Terms, use of the Service is for Customer’s own internal business purposes and not for the benefit of any third party. Customer may also permit its affiliates and their employees and contractors working for the benefit of Customer or such affiliates to serve as Sigma Platform Users, provided Customer remains responsible for compliance by such individuals with all the terms and conditions of this Agreement. An “**affiliate**” of a party is any entity controlling, controlled by or under common control with such party; where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity. Customer agrees that its purchase of licenses is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Sigma regarding future functionality or features.

1.3. **Support and Service Level Policy.** Sigma will make provide basic technical support to Customer for the Service (“**Support Services**”) in accordance with its support and service level policy, the current version of which can be found at [https://pages.sigmacomputing.com/hubfs/Legal/SUPPORT-SERVICE-AND-SERVICE-LEVEL-POLICY-\(02-28-24\).pdf](https://pages.sigmacomputing.com/hubfs/Legal/SUPPORT-SERVICE-AND-SERVICE-LEVEL-POLICY-(02-28-24).pdf). Sigma does not provide Support to Embedded Users.

1.4. **Provisioning.** As part of the registration process, a single administrative Sigma Platform User will receive login credentials from Sigma following execution of the applicable Order Form; such Sigma Platform User will have

the capability to invite any other Sigma Platform Users to create accounts on the Sigma Platform. Each User will be identified by unique subscription access rights (which are also known as login credentials). Customer is only permitted to use such login credentials for one individual and login credentials may not be shared among multiple individuals. Further, login credentials may only be reassigned to a new User replacing a person who no longer requires access to the Service. Customer will not reassign login credentials between Users so frequently that it enables a single subscription to be shared between multiple Users.

1.5. Use Restrictions and Responsibilities. Customer is responsible for all activity on its Users' accounts unless such activity is caused by a third party bad actor able to access Customer's account by exploiting vulnerabilities in the Service itself. Customer will ensure that its Users are aware of and bound by obligations and/or restrictions stated in this Agreement and Customer will be responsible for breach of any such obligation and/or restriction by a User. Customer also agrees that it will not, and will not allow Users or third parties to, directly or indirectly (a) modify, translate, copy or create derivative works based on the Service, (b) reverse assemble, reverse compile, reverse engineer, decompile or otherwise attempt to discover the object code, source code, or non-public APIs, except as and only to the extent this restriction is prohibited by law, (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Service, (d) make the Service available to any third party, other than as specifically permitted under the Embedding Terms, (e) remove or obscure any copyright, trademark or other proprietary notices, legends or Sigma branding contained in or on the Service, (f) use the Service in any way that violates any applicable federal, state, local or international law or regulation, including but not limited to CANSPAM, (g) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, including, without limitation, by introducing viruses and other harmful code or by using flood pings, denial-of-service attacks, or similar methods or technology, (h) attempt to probe, scan, or test the vulnerability of the Service or any Sigma system or networks, (i) write over or provide any data to any sample databases within the Service, (j) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (k) permit direct or indirect access to or use of any Services in a way that circumvents a usage limit or (l) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation. If Customer (including Users) is using the Service in a manner that, in Sigma's reasonable judgment, causes or is likely to cause significant harm to Sigma or the Service or otherwise threatens the security, integrity or availability of the Service then Sigma may suspend Customer's access to the Service. Sigma will use commercially reasonable efforts under the circumstances of such suspension to (i) provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension, (ii) limit the suspension to only accounts involved in the activities in question, and (iii) remove the suspension as quickly as practicable after the circumstances leading to the suspension have been resolved.

1.6. Sigma's Ownership. Sigma owns the Service, all features, functionality, templates, and samples included therein, and the Documentation (collectively the "**Sigma Materials**"). Any Customer Data or Input Data (as defined below) processed by the Service are not considered part of the Service and remain wholly owned by Customer. Sigma retains all Intellectual Property Rights in and to the Sigma Materials, all related and underlying technology and any updates, enhancements, upgrades, modifications, patches, workarounds, and fixes thereto and all derivative works of or modifications to any of the foregoing. There are no implied licenses under this Agreement and any rights not expressly granted to Customer in this Agreement are expressly reserved by Sigma. Customer's ownership of the Customer Data, Input Data, and Reports are stated below in Section 6.2. Use of and access to the Service are licensed, not sold. The Service is offered as an online, hosted solution, and Customer has no right to obtain a copy of the Service itself or any software or code that underlies the Service. "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

2. **Third-Party Applications.** The Service may work together with third party products, services, or applications that are not owned or controlled by Sigma, (e.g., Customer's Data Warehouse provider) ("**Third-Party Applications**") and Customer, at its sole option, may choose to use such Third-Party Applications. If necessary for the Service and the Third-Party Application to work together, Customer will provide its login information to Sigma for the sole purpose of Sigma providing the Service to Customer and Customer represents and warrants that Customer has the right to provide such login information without breach by Customer of any of the terms and conditions that govern Customer's use of the applicable Third-Party Application. Sigma is authorized to share Customer Data and Input Data

with providers of the Third-Party Applications as required for the interoperation of the Services with the Third-Party Applications, but Sigma is not responsible for any transmission, collection, disclosure, security, modification, use or deletion of Customer Data or Input Data by or through Third-Party Applications or their providers. Sigma does not endorse any Third-Party Applications. Customer acknowledges and agrees that this Agreement does not apply to Customer's use of such Third-Party Applications, which are governed solely by Customer's agreement with the relevant providers of such Third-Party Applications. Sigma has no obligation to support any integration or interoperability of Third-Party Applications with the Services and may cease any integrations or interoperability of Third-Party Applications at any time and in Sigma's sole discretion without entitling Customer to any refund, credit, or other compensation if, for example and without limitation, the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Service features in a manner acceptable to Sigma. SIGMA EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES RELATING TO ANY THIRD-PARTY APPLICATIONS. CUSTOMER WILL LOOK SOLELY TO THE PROVIDERS OF THE THIRD-PARTY APPLICATIONS FOR ANY WARRANTY RELATED ISSUES OR OTHER CLAIMS RELATED THERETO. SIGMA WILL HAVE NO LIABILITY OR OTHER OBLIGATION OF ANY KIND ARISING OUT OF OR RELATED TO ANY THIRD-PARTY APPLICATIONS, INCLUDING ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THIRD-PARTY APPLICATIONS.

3. **Payment Obligations.**

3.1. **Fees.** Customer will pay for access to, and use of, the Service as set forth on the applicable Order Form ("**Fees**"). All Fees will be paid in U.S. dollars. Payment obligations are non-cancelable and, except as expressly stated in this Agreement, non-refundable. Except as otherwise specified in an Order Form, Fees are based on Service subscriptions purchased and not actual usage. Sigma may modify its Fees or introduce new fees; however, any new or revised fees will not take effect during Customer's then-current Subscription Period and will only be effective if the parties choose to enter into an Order Form for a new Subscription Period. Customer always has the right to choose not to renew its subscription or enter into an Order Form for a new Subscription Period if it does not agree with any new or revised fees.

3.2. **Payment.** Sigma will invoice Customer for the Fees in accordance with the Order Form. Customer agrees to pay all invoices submitted in accordance with this Agreement within the period stated on the Order Form. Payment processing fees charged by third parties such as Customer's bank or credit card provider are the sole responsibility of Customer. All information that Customer provides in connection with a purchase or transaction or other monetary transaction with the Service must be accurate, complete, and current. If Customer has executed an Order Form with a Reseller, Customer will pay such Reseller (and not Sigma) in accordance with the terms of such Order Form. Customer understands and agrees that if Customer does not pay the Reseller in accordance with the applicable Order Form, Sigma will have the right to suspend Customer's right to use and access the Service and to terminate this Agreement upon notice to Customer. For the purposes of this Agreement, a "**Reseller**" means a resale partner that is authorized by Sigma to resell the Service.

3.3. **Taxes.** Fees stated on the Order Form are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer will be responsible for paying all Taxes associated with its purchases with no reduction or offset in the fees payable to Sigma. If Customer is legally obligated to withhold any Taxes from any Fees payable to Sigma under this Agreement, Customer will gross up the fees paid to Sigma such that Sigma is paid the full Fees due. If Sigma has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Sigma will invoice Customer and Customer will pay that amount unless Customer provides Sigma with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Sigma is solely responsible for taxes assessable based on Sigma's net income, payroll, and assets.

3.4. **Failure to Pay.** If Customer fails to pay any undisputed invoices in accordance with this "Payment Obligations" section after Sigma gives Customer written notice of such non-payment and ten (10) days from the date of such notice to remit the overdue, undisputed amounts in full, then Sigma may: (a) suspend Customer's access to the Service pending payment of such overdue invoices, and (b) charge a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower. Sigma will not exercise such rights if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If Customer believes that Sigma has billed Customer incorrectly, Customer must contact Sigma no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive

an adjustment or credit. Once Sigma receives notice of a disputed invoice, Sigma will review such notice and provide Customer with a written decision regarding the dispute, including documentary support for such decision. If Sigma reasonably determines that the amounts charged on a disputed invoice are, in fact, due, Customer will pay such amounts within ten (10) days of Sigma notifying Customer in writing of such decision.

3.5. **Adding Users.** Sigma Platform Users that are given administrative permission by Customer may add new Users at any time through the Service. If Customer adds more User(s) than the number purchased under an Order Form, Sigma will contact Customer in writing to discuss Customer's options. Customer will have thirty (30) days after receipt of Sigma's written notice to Customer regarding the over-deployment to either (a) purchase a pro-rata subscription for such User(s) at the same price stated on the applicable, then-current Order Form by executing a new Order Form with Sigma, or (b) discontinue use of the over-deployed User seats. If, within such thirty (30) day period, Customer does not do either (a) or (b), Customer will be invoiced the current list price for those Users for the remainder of the then-current Subscription Period and be required to pay such invoices in accordance with this Agreement. As Sigma is a subscription services provider, the number of Users purchased under an Order Form may not be decreased during the Subscription Period.

4. **Term and Termination.**

4.1. **Agreement Term.** Subscriptions to access and use the Service commence on the start date stated on the applicable Order Form ("**Subscription Start Date**") and continues for the duration of the Subscription Period. This Agreement will become effective on the Subscription Start Date and remain effective for the duration of the Subscription Period set forth on any Order Forms.

4.2. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after the breaching party's receipt of such notice.

4.3. **Effect of Termination.** If Customer terminates this Agreement because of Sigma's uncured breach, Sigma will refund any unused, prepaid Fees for the remainder of the then-current Subscription Period. If Sigma terminates this Agreement because of Customer's uncured breach, Customer will pay any unpaid Fees covering the remainder of the then-current Subscription Period after the effective date of termination, if any, which is to prevent Customer from avoiding future but committed payment amounts for a fixed term subscription by intentionally breaching this Agreement. In no event will any termination relieve Customer of the obligation to pay any Fees payable to Sigma for the period prior to the effective date of termination. Upon any termination of this Agreement, all rights and licenses granted by Sigma hereunder will immediately terminate; Customer will no longer have the right to access or use the Service. Within 30 days of any termination or expiration, Sigma will delete Customer's User Information, including passwords and all related information, files, and Input Data (if not already deleted in accordance with Section 6.3), unless Customer requests an earlier deletion in writing.

4.4. **Survival.** Sections 1.6 (Sigma's Ownership), 2 (Third-Party Applications), 3 (Payment Obligations), 4 (Term and Termination), 5 (Confidentiality), 6 (Data), 7.2 (Warranty Disclaimer), 8 (Indemnification), 9 (Limitation of Liability), and 11 (General Terms) will survive any termination or expiration of this Agreement.

5. **Confidentiality.**

5.1. **Definition.** Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") may disclose business, technical or financial information relating to the Disclosing Party's business that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (hereinafter referred to as the "**Confidential Information**" of the Disclosing Party). Sigma's Confidential Information includes non-public information regarding features, functionality, and performance of the Service. Customer's Confidential Information includes the User Information, Customer Data, and Input Data. This Agreement and the information in all Order Forms will be deemed the Confidential Information of both parties. Notwithstanding the above, Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any confidentiality obligation, (c) is received from a third party without breach of any confidentiality obligation or (d) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information.

5.2. Protection and Use of Confidential Information. The Receiving Party will (a) protect the Disclosing Party's Confidential Information using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care, (b) limit access to the Confidential Information to those employees, affiliates, Subprocessors (as described in the DPA referenced below), agents, consultants, legal advisors, financial advisors, and contractors ("**Representatives**") who need to know such information in connection with this Agreement and who are bound by confidentiality and non-use obligations just as protective of the Disclosing Party's Confidential Information as the terms of this Agreement, (c) except as expressly set forth herein, make all commercially reasonable efforts not to disclose any of Disclosing Party's Confidential Information to any third parties without the Disclosing Party's prior written consent and (d) will not use the Disclosing Party's Confidential Information for any purpose other than to fulfill its obligations under this Agreement. Nothing above will prevent either party from sharing the terms of this Agreement or the name of the other party with prospective investors or acquirors; provided, however, that the foregoing persons or entities are bound to standard confidentiality obligations. As between the parties, each party retains all ownership rights in and to its Confidential Information.

5.3. Compelled Access or Disclosure. The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. In any event, the Receiving Party will disclose no more than that portion of the Confidential Information that is required.

5.4. Feedback. Customer (including Users) may, at its discretion, provide suggestions, ideas, enhancement or correction requests, comments, or other feedback with respect to the Service ("**Feedback**"). For the avoidance of doubt, Feedback will only refer to suggestions, comments or other feedback provided to Sigma *specifically* regarding the Service and will not include Customer Data or Input Data. Customer hereby grants to Sigma and Sigma's assigns a royalty-free, worldwide, perpetual, irrevocable, fully transferable and sublicensable right and license, if any, to use, disclose, reproduce, modify, create derivative works from, distribute, display, and otherwise distribute and exploit any Feedback as Sigma sees fit, entirely without obligation or restriction of any kind, except that Sigma will not identify Customer as the provider of such Feedback.

6. **Data.**

6.1. User Information. Customer and its Users may be required to provide information to access the Service, such as IP address, username, password, and any personally identifiable information including, without limitation, name, phone number, or email address ("**User Information**"). During the Subscription Period, Customer grants Sigma and its subcontractors the right to store, process and retrieve the User Information in connection with Customer's use of the Service. Customer represents and warrants that it has obtained all necessary rights and consents to permit (a) Customer's use and receipt of the Services, (b) transfer of User Information to Sigma, and (c) processing of the User Information as contemplated by this Agreement. Customer is solely responsible for all User Information including usernames, passwords, tokens, or keys in Customer's possession. Customer (on behalf of its Users) grants Sigma the right to access, use, process, copy, distribute (to Users), perform (for Users), export (to Users) and display (for Users) User Information, only as reasonably necessary (w) to provide the Service to Customer (including the transfer of User Information to Sigma), (i) to prevent or address service, security, support, or technical issues, (ii) as required by law, and (iii) as expressly permitted in writing by Customer.

6.2. Customer Data. Except for the limited rights and licenses granted in this Agreement, Customer will own all right, title and interest in and to the Reports, Customer Data, Input Data (as defined below), and there are no implied licenses for any of the foregoing under this Agreement. The Service does not store Customer Data. Sigma's personnel will only access the Customer Data if specifically permitted by Customer; the parties anticipate that such access will only be for the purpose of providing Support Services to Customer. To the extent that Customer Data and Input Data (as defined in Section 6.3 below) are shared with Sigma, Customer grants Sigma a limited, revocable, non-exclusive, worldwide, royalty-free, paid-up, transferable right and license to use, process and display such Customer Data and Input Data for the sole purpose of providing the Service and Support Services to Customer.

6.3. Input Tables. The Service includes tabular functionality that allows Users to enter data and information into a Workbook ("**Input Tables**"). Any data or information that a User enters into an Input Table will be considered "**Input Data.**" Customer may store Input Data in Customer's Data Warehouse in the location (e.g. a specific folder) selected

by Customer. Unless Customer otherwise instructs Sigma in writing, Sigma will store Input Data for a period of thirty (30) days (measured from the date such data is entered into the Service) for the sole purpose of providing Input Tables and Support Services. Stored Input Data will be automatically deleted immediately following such thirty (30) day period. If Customer instructs Sigma (in writing) not to store Input Data, Sigma agrees that no Input Data will be stored by Sigma. Customer understands and agrees that without access to Input Data, Sigma's ability to provide Support Services for Input Tables may be adversely affected; Sigma will have no responsibility for such adverse effects. Except for Sigma's storage Input Data, Input Data will be processed and encrypted in the same manner as Customer Data (as stated in Sigma's Security Policy, which is set forth below). The Customer also understands that use of Input Tables is optional; Customer may choose not to allow Users to access the Input Table functionality of the Service.

6.4. Service Data. As Users interact with the Service, the Service collects data pertaining to its use, performance, and operation ("**Service Data**"). Service Data may include information about the User that provides it, but never includes Customer Data or Input Data. Notwithstanding anything else to the contrary herein, the parties agree that Sigma is free to use the Service Data internally to improve its Service, to conduct research about its Service, and to create new services and products. Sigma agrees that it will not disclose Service Data to any third parties. This section does not give Sigma the right to identify Customer (including its Users) as the source of any Service Data. Subject to the foregoing limitations, Sigma owns all right, title, and interest in and to the Service Data.

6.5. Data Processing Agreement. Sigma will process any User Information, Customer Data, and Input Data that Customer provides to Sigma in accordance with the data security policy, which is located at https://assets-global.website-files.com/62a3d35f74b3a546c309e010/636d781e9b96f7a213c0dd69_Sigma-SECURITY-ADDENDUM.pdf ("**Security Policy**") and the data processing agreement referencing this Agreement, if separately executed by the parties ("**DPA**"). If there is a conflict between this Agreement and the DPA, the DPA will prevail.

6.6. Security Incident Remediation. In the event of a Security Incident (as defined in the Security Policy) Sigma agrees that it will, upon full remediation of a Security Incident, reimburse Customer for all reasonable, documented costs and expenses reasonably incurred by Customer for (a) preparing and transmitting all legally required notifications to affected individuals, government agencies, and bureaus, (b) setting up call center support for affected individuals, and (c) credit history monitoring, identity protection, or other watch services that are offered to affected individuals, in each case to the extent that such costs and expenses directly arise from a Security Incident resulting from Sigma's failure to implement or maintain the security measures described in the Security Policy.

7. **Warranties and Disclaimers.**

7.1. Sigma Warranties. Sigma represents and warrants that (a) it will comply with all applicable federal, state and local laws and regulations of the United States with respect to its business operations under this Agreement and all applicable laws in any jurisdiction from which Sigma provides the Service with respect to Sigma's processing and use of Customer Data, Input Data, and User Information ("**Applicable Laws**"), (b) the Service will substantially comply in all material respects with the Documentation, (c) it will provide the Support Services in a professional and workmanlike manner, (d) it has used commercially reasonable efforts to ensure that the software underlying the Service and the environment used for the Service contain no Malicious Code, and (e) it uses commercially reasonable efforts to prevent the introduction of Malicious Code into the software underlying the Service and the environment used for the Service. For purposes of the Agreement, "**Malicious Code**" means any virus, worm, logic bomb or any other code designed to contaminate other computer programs or computer data, consume computer resources, modify, destroy, record, or transmit data in a manner not intended by the computer, system, or network, or in some other fashion disrupt the normal operation of a computer, system or network. If the Service is not provided in accordance with the above warranties, Customer will promptly notify Sigma and Sigma will make commercially reasonable efforts to rectify such non-compliance; if Sigma is not able to modify or otherwise fix the Service to be in compliance with the above warranties, Sigma will terminate this Agreement and refund any unused pre-paid Fees to Customer. The foregoing remedy is Customer's sole remedy and Sigma's sole liability if Sigma breaches the terms of subsection (b) or (c) above.

7.2. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SIGMA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE,

AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SIGMA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. SIGMA DOES NOT WARRANT ANY RESULTS OF THE SERVICE OR HOW CUSTOMER (INCLUDING ITS USERS) USE SUCH RESULTS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TYPES OF WARRANTIES. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. **Indemnification.**

8.1. Sigma's Indemnification. Sigma will, at its expense, defend Customer and its Users, officers, directors, and employees against any third-party claim or action brought against Customer to the extent based on (a) the allegation that the Service infringes such third party's Intellectual Property Rights, (b) Sigma's gross negligence or willful misconduct, or (c) Sigma's violation of Applicable Laws, and in each case Sigma agrees to pay any settlements with respect to any such third party claim that Sigma agrees to in a writing signed by Sigma's authorized officer or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Service or portions or components of the Services (i) that are not provided by Sigma, (ii) that are combined with other products (including Customer's services), processes or materials that are not reasonably contemplated by Sigma or the Documentation, or (iii) where Customer's use of the Service is not in accordance with this Agreement or the Documentation.

8.2. Customer's Indemnification. Customer will, at its expense, defend Sigma and its officers, directors, and employees against any third-party claim or action brought against Sigma based on (a) the allegation that the Customer Data or Input Data infringes such third party's Intellectual Property Rights or privacy rights, (b) Customer's gross negligence or willful misconduct, or (c) Customer's violation of Section 1.5(f) (regarding compliance with applicable law), and in each case Customer agrees to pay any settlements with respect to any such third party claim that Customer agrees to in a writing signed by Customer's authorized officer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

8.3. Procedures. Each party's obligations under this Section 8 (Indemnification) are conditioned on the indemnified party (a) providing the indemnifying party with prompt written notice of any claim (provided that the indemnified party's failure to provide prompt written notice shall only relieve the indemnifying party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying party's ability to defend or settle such claim), (b) granting the indemnifying party the sole control of the defense and settlement of the claim, and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. The indemnified party may participate in a claim with its own counsel at its own expense. The indemnifying party may not settle any claim that requires the indemnified party to admit fault or pay any amounts without written consent signed by an authorized officer of the indemnified party, not to be unreasonably withheld or delayed. Notwithstanding anything else to the contrary in this Agreement, any obligation of indemnifying party to defend, indemnify and hold the other party harmless hereunder is limited to the indemnifying party's payment for (i) the cost of defense of the third-party claim incurred by the indemnifying party, and (ii) any settlements agreed to by the indemnifying party in a writing signed by an officer of the indemnifying party or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

8.4. Options. If Customer's use of the Service has become, or in Sigma's opinion is likely to become, the subject of any claim of infringement, Sigma may, at its option and expense, (a) procure for Customer the right to continue using and receiving the Service as set forth hereunder, (b) modify the Service to make it non-infringing (but containing substantially equivalent functionality), (c) substitute an equivalent for the Service, or (d) if Sigma, in its sole discretion, determines that options (a)-(c) are not commercially practicable, terminate this Agreement and refund Customer any pre-paid, unused Fees for the remainder of the then-current Subscription Period.

8.5. Sole Remedy. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION 8 (Indemnification) STATES EACH PARTY'S ENTIRE RESPONSIBILITY AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT.

9. **Limitation of Liability.**

9.1. Indirect Damages. EXCEPT AS STATED UNDER SECTIONS 9.3 AND 9.4 OF THIS AGREEMENT, NEITHER PARTY

WILL BE LIABLE WITH RESPECT TO ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR (A) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR (B) ANY DAMAGES BASED ON INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICE, LOST REVENUES OR PROFITS, LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN, COST OF REPLACEMENT SERVICES OR COVER, OR BREACHES IN SYSTEM SECURITY.

9.2. Direct Damages. EXCEPT AS STATED UNDER SECTIONS 9.3 AND 9.4 OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE WITH RESPECT TO ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR ANY DAMAGES THAT IN THE AGGREGATE EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. ALL LIMITATIONS ON EACH PARTY'S LIABILITY (INCLUDING THOSE STATED IN 9.1 ABOVE) WILL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.3. Exceptions. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING THE LIMITATIONS ON EACH PARTY'S LIABILITY UNDER SECTIONS 9.1 AND 9.2 ABOVE, NEITHER PARTY'S LIABILITY WILL BE LIMITED WITH RESPECT TO (A) CUSTOMER'S OBLIGATIONS UNDER OR BREACH OF SECTION 1.5 (USE RESTRICTIONS AND RESPONSIBILITIES), (B) SIGMA'S OBLIGATIONS UNDER SECTION 6.6 (SECURITY INCIDENT REMEDIATION), (C) CONFIDENTIALITY & SECURITY BREACH DAMAGES (AS LIMITED BY THE EXTENDED CAP DEFINED IN SECTION 9.4), (D) A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), OR (E) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

9.4. Extended Liability. DAMAGES ARISING AS A RESULT OF THE FOLLOWING SHALL BE CONSIDERED "**CONFIDENTIALITY & SECURITY BREACH DAMAGES**" HEREUNDER: (A) A PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), OR (B) A SECURITY INCIDENT CAUSED BY SIGMA'S FAILURE TO IMPLEMENT OR MAINTAIN THE DATA SECURITY MEASURES REQUIRED UNDER THE SECURITY POLICY OR DPA. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, INCLUDING THE LIMITATIONS ON EACH PARTY'S LIABILITY UNDER SECTIONS 9.1 AND 9.2 ABOVE, EACH PARTY'S LIABILITY FOR CONFIDENTIALITY & SECURITY BREACH DAMAGES WILL NOT EXCEED ONE MILLION UNITED STATES DOLLARS (\$1,000,000) ("**EXTENDED CAP**").

10. Insurance. During the term of this Agreement, Sigma will comply with the insurance requirements stated at https://assets-global.website-files.com/62a3d35f74b3a546c309e010/636d78418e16967cdbf81fdc_Sigma-Computing-Exhibit-C_Insurance_Jan-2022.pdf.

11. **General Terms.**

11.1. Publicity. Provided that Customer gives its prior, written consent, Sigma may identify Customer and use and display Customer's name, logo, trademarks, or service marks on Sigma's website and in Sigma's marketing materials, including without limitation press releases, announcing Customer, why Customer chose Sigma, and how Customer will use Sigma. Customer will be given the opportunity to provide input and feedback on the press release, as well as a quote, prior to distribution. Customer will consider participating in a case study, webinar, and other joint marketing activities six to nine months post deployment.

11.2. Force Majeure. Neither Sigma nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party that make it impossible or commercially impracticable for such party to perform its obligations hereunder, which may include failure by a third-party hosting provider or utility provider, strikes (provided that such strike does not involve the employees of the party failing to perform), shortages, pandemics, riots, fires, acts of God, war, terrorism, and governmental action. If a force majeure event causes Sigma to be unable to provide the Service for a period of fifteen (15) consecutive days or more then Customer may terminate this Agreement upon written notice to Sigma and receive a pro-rata refund of all unused Fees pre-paid by Customer for the remainder of the then-current Subscription Period.

11.3. Changes. Customer acknowledges that the Service is an on-line, subscription-based product, and that to provide improved customer experience Sigma may make changes to the Service provided, however Sigma will not

materially decrease the core functionality of the Service. The SLA, DPA, and Security Policy may be modified from time to time upon reasonable notice to Customer to reflect changes in law, process improvements, or changing practices; however, Sigma agrees that except as required by law, any such modifications will not materially decrease Sigma's obligations as compared to those reflected in such terms as of the Effective Date. For the avoidance of doubt, Sigma's right to modify the SLA, DPA, and Security Policy under this clause do not give Sigma any right to or alter the material risk allocation clauses of this Agreement, such as the warranty, liability, and indemnity provisions.

11.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

11.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement; a person who is not a party to this Agreement may not enforce any of its terms under any applicable law.

11.6. Email Communications. Notices under this Agreement will be provided as follows: (a) all notices regarding the Service will be sent by email, although Sigma may instead choose to provide notice to Customer through the Service, (b) notices to Sigma must be sent to legal@sigmacomputing.com, and (c) all notices to Customer will be sent to the email(s) provided through the Service. Notices will be deemed to have been duly given (i) the business day after it is sent, in the case of notices through email, provided that no undeliverable message is received by the sender, and (ii) the same day, in the case of notices through the Service.

11.7. Amendment and Waivers. Except as otherwise specifically provided for herein, no modification or amendment to this Agreement will be effective unless made in writing and signed or accepted by an authorized representative of both parties. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

11.8. Severability. This Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.9. Assignment. Neither party will assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all the assigning party's assets unless (a) Customer has purchased unlimited access to the Service under an Order Form, or (b) the assignment is to a direct competitor of the non-assigning party. Any purported assignment in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.10. Governing Law and Venue. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The state and federal courts located in San Francisco County, California will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement or its formation, interpretation, or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

11.11. Entire Agreement. This Agreement, including all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes the terms of any online agreement electronically accepted by Customer or any Users. However, to the extent of any conflict or inconsistency between the provisions in this Agreement and any other documents or pages referenced in this Agreement, the following order of precedence will apply: (a) the terms of any Order Form (if any), (b) this Agreement, and (c) except as expressly stated herein, any other documents or pages referenced in this Agreement. Customer agrees that any purchase order, website, purchasing portal, or other ordering instrument

issued by Customer (excluding Order Forms) will be for Customer's administrative purposes only and, notwithstanding any language to the contrary therein, any terms or conditions contained therein will not be incorporated into or form any part of this Agreement, and all such terms or conditions will be null, void, and of no force or effect even if signed or otherwise accepted or acknowledged by Sigma. The parties accepting or signing this Agreement represent and warrant that they have the power and authority to bind the entity they represent.

11.12. Beta Features. From time to time, Sigma may make certain functionality, features, software, or services related to the Service which are designated as beta, pilot, limited release, non-production, or by a similar description (each, a "**Beta Feature**") available to Customer. Beta Features may be used by Customer in Customer's sole discretion. Beta Features are intended for evaluation purposes only. Sigma may discontinue Beta Features at any time in Sigma's sole discretion and may choose to never make them generally available. **Beta Features are considered part of the Service, however, notwithstanding anything to the contrary in this Agreement, Beta Features are provided "AS-IS" without any warranties, defense or indemnification obligations, Support Services obligations, or liability for any harm or damage arising out of or in connection with use of the Beta Features.**