

Terms of service

Last Modified: 11 July 2025

These Terms of Service (this "**Agreement**") are a binding contract between you ("**Customer**," "**you**," or "**your**") and Supabase, Inc., a Delaware corporation with offices located at 65 Chulia Street #38-02/03, OCBC Centre, Singapore 049513 ("**Supabase**," "**we**," or "**us**"). This Agreement governs your access to and use of the Cloud Services. Supabase and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

Agreement Acceptance

THIS AGREEMENT TAKES EFFECT WHEN YOU ACCEPT THE TERMS DURING SIGN-UP OR BY ACCESSING OR USING THE SERVICES (the "**Effective Date**"). BY ACCEPTING THE TERMS DURING SIGN-UP OR BY ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

PLEASE READ THESE TERMS CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN SECTION 13(c) (THE "**CLASS ACTION/JURY TRIAL WAIVER**") AND A CLASS ACTION WAIVER. BY ACCEPTING THIS **AGREEMENT**) AND A CLASS ACTION WAIVER. BY ACCEPTING THIS

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Accept

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UNLESS CUSTOMER OPTS OUT PURSUANT TO THE INSTRUCTIONS IN THE ARBITRATION AGREEMENT, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (AS DEFINED BELOW), YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION OR PROCEEDING.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Definitions.

a. "**Aggregated Data**" means data and information related to or derived from Customer Data or Customer's use of the Services that is used by Supabase in an aggregate and anonymized manner, including to compile statistical and performance information related to the Services.

b. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.

c. "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services; provided that, for purposes of clarity, Customer Data does not include Aggregated Data.

d. "**Documentation**" means Supabase documentation and the Services available at supabase.com

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e. **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

f. "**Order**" means: (i) the purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Services through Supabase's online ordering process, the results of such online ordering process.

g. **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

h. "**Services**" means Supabase's proprietary hosted software platform, as made available by Supabase to Authorized Users from time to time.

i. "**Supabase IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Supabase IP includes Aggregated Data and any information, data, or other content derived from Supabase's provision of the Services but does not include Customer Data.

j. **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Services.

k. **"Usage Limitations"** means the use of the Services under the Order, including without limitation the use of the Services by Authorized Users (if any), and the amount of use agreed-upon by the Parties.

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2. Access and Use.

a. Provision of Access

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Supabase will make available to Customer during the Subscription Period, on a non-exclusive, non-transferable (except in compliance with Section 14(g)), and non-sublicensable basis, access to and use of the Services, solely for use by Authorized Users. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Supabase shall provide to Customer the necessary access credentials to allow Customer to access the Services.

b. Documentation License

Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Supabase hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 14(g)), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Services.

c. Use Restrictions

Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any Supabase IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, or gain access to any software component; (iv) remove any proprietary notices from the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise

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violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any Supabase IP for purposes of competitive analysis of Supabase or the Services, the development, provision, or use of a competing software service or product, or any other purpose that is to Supabase's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of valid access credentials; or (viii) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or that contain, transmit, or activate any Harmful Code.

d. Reservation of Rights

Supabase reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Supabase IP.

e. Suspension

Notwithstanding anything to the contrary in this Agreement, Supabase may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Supabase reasonably determines that (A) there is a threat or attack on any of the Supabase IP; (B) Customer's or any Authorized User's use of the Supabase IP disrupts or poses a security risk to the Supabase IP or to any other customer or vendor of Supabase; (C) Customer, or any Authorized User, is using the Supabase IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of an insolvency proceeding, reorganization, liquidation, dissolution, or similar proceeding; (E) Customer or any Authorized User is in breach of this Agreement; (F) Supabase has suspended or terminated access to the Services; (G) Customer or any Authorized User is using Party Products required to enable Customer to access the Services; or (iii) in

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accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a “Service Suspension”). Supabase shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Supabase shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Supabase will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

f. Aggregated Statistics

Notwithstanding anything to the contrary in this Agreement, Supabase may monitor Customer's use of the Services and collect and compile Aggregated Data. As between Supabase and Customer, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to and are retained solely by Supabase. Customer acknowledges that Supabase may compile Aggregated Data based on Customer Data input into the Services. Customer agrees that Supabase may (i) make Aggregated Data available to third parties including its other customers in compliance with applicable law, and (ii) use Aggregated Data to the extent and in the manner permitted under applicable law.

3. Customer Responsibilities.

a. General

Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer shall be responsible for the actions of Authorized Users, and any act or omission of an Authorized User that constitutes a breach of this Agreement shall constitute a breach of this Agreement by Customer. Customer shall use reasonable efforts to

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make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

b. Third-Party Products

Supabase may from time to time make Third-Party Products available to Customer or Supabase may allow for certain Third-Party Products to be integrated with the Services to allow for the transmission of Customer Data from such Third-Party Products into the Services. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing Supabase to transmit Customer Data from Third-Party Products into the Services, Customer represents and warrants to Supabase that it has all right, power, and authority to provide such authorization.

c. Customer Control and Responsibility

Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Services directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions

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4. Support.

During the Subscription Period, Supabase will use commercially reasonable efforts to provide Customer with basic customer support via Supabase's standard support channels during Supabase's normal business hours.

5. Fees and Taxes.

a. Fees

Where paid for services are agreed between Supabase and Customer per the Order, Customer shall pay Supabase the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). Fees paid by Customer are non-refundable. If Customer fails to make any payment when due, and Customer has not notified Supabase in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting Supabase's other rights and remedies: (i) Supabase may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Supabase for all reasonable costs incurred by Supabase in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Supabase may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

i. Waiver of Withdrawal Right for EU and UK Consumers

If you are a resident of the European Union or the United Kingdom and subject to applicable consumer protection laws, you acknowledge that by creating a project or initiating use of the Supabase services during the 14-day statutory withdrawal period, the services will begin immediately at your request. Accordingly, you expressly consent to the immediate commencement of the services and that you waive your right to cancel under applicable consumer protection law.

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b. Taxes

All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Supabase's income. To the extent that Supabase is required by law to pay any such taxes, duties, or other charges to any governmental or regulatory authority, Supabase may invoice Customer for such taxes, duties, or other charges and Customer will pay such invoiced amounts in accordance with this Agreement.

c. Credit Authorization and Fraud Prevention

To mitigate billing fraud and unauthorized usage, Supabase reserves the right to implement reasonable credit authorization, payment validation, and usage control measures, including but not limited to: (i) preauthorization or validation of Customer's payment method upon account creation or prior to provisioning Services; (ii) applying initial or ongoing spend limits, usage caps, or throttling mechanisms to accounts with insufficient billing history or elevated risk profiles; (iii) suspending or restricting access to Services where Supabase reasonably suspects fraudulent activity, failed payment authorization, or violation of usage terms; (iv) delaying the provisioning of high-cost Services or infrastructure pending verification or authorization; and (v) employing fraud-detection tools and analytics, including third-party services, to assess and manage risk. Supabase will make commercially reasonable efforts to notify Customer prior to suspending or restricting Service access under this Section, except in cases of suspected fraud, payment failure, or material risk to Supabase's infrastructure or systems. Customer agrees to cooperate with any reasonable verification or remediation steps required by Supabase to restore access.

6. Confidential Informa

a. Definition

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From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

b. Duty

The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to enforce its rights under this Agreement, notwithstanding the foregoing, each Party may disclose Confidential Information to its actual or potential merger partners under customary

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c. Return of Materials; Effect of Termination/Expiration

On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable laws and regulations.

7. Personal Information.

Supabase's privacy policy, available at <https://supabase.com/privacy> ("**Privacy Policy**") is subject to change as described therein. By accessing, using, and providing information to or through the Services, Customer acknowledges that it has reviewed the Privacy Policy, and consents to all actions taken by Supabase with respect to Customer's information in compliance with the then-current version of the Privacy Policy. Customer will ensure that its Customer Data, and its use of such Customer Data, complies with this Agreement and any applicable law. Customer is responsible for properly configuring and using the Services and taking its own steps to maintain appropriate security, protection, and backup of Customer Data. Customer may not store or process protected health information (as defined in HIPAA) using the Services unless Customer signs a Business Associate Agreement with Supabase. Customer may not store any payment cardholder information using the S approval.

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8. Intellectual Property Ownership, Feedback.

a. Supabase IP

Customer acknowledges that, as between Customer and Supabase, Supabase owns all right, title, and interest, including all intellectual property rights, in and to the Supabase IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

b. Customer Data

Supabase acknowledges that, as between Supabase and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Supabase a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Supabase to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Data. Customer may export the Customer Data at any time through the features and functionalities made available via the Services.

c. Feedback

If Customer or any of its employees or contractors sends or transmits any communications or materials to Supabase by mail, email, telephone, or otherwise, suggesting or recommending changes to the Supabase IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Supabase is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback so long as Supabase does not identify Customer as the source of the Feedback without Customer's prior approval.

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9. Warranties; Disclaimer

a. Customer

Customer represents, warrants, and covenants to Supabase that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Supabase and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property, privacy or other rights of any third party or violate any applicable laws or regulations.

b. Disclaimer

Notwithstanding anything to the contrary, the Supabase IP is provided "as is" and Supabase hereby disclaims all warranties, whether express, implied, statutory, or otherwise. Supabase specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Supabase makes no warranty of any kind that the Supabase IP, or any products or results of the use thereof, will meet Customer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other services, or be secure, accurate, complete, free of harmful code, or error free.

10. Indemnification

a. Supabase Indemnification

i. Claims

Supabase shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") in accordance with this Agreement, in which Supabase or its agents, employees, or contractors are named as a defendant, and which involves or relates to Supabase's violation of US copyrights or trade secrets; pro

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Supabase in writing of the claim, cooperates with Supabase, and allows Supabase sole authority to control the defense and settlement of such claim.

ii. Remedies

If such a claim is made or appears possible, Customer agrees to permit Supabase, at Supabase's sole discretion: to (i) modify or replace the Services, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If Supabase determines that neither alternative is reasonably commercially available, Supabase may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

iii. Exclusions

This 10(a) will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Supabase or authorized by Supabase in writing; (ii) modifications to the Services not made by Supabase; (iii) Customer Data; or (iv) Third-Party Products.

b. Customer Indemnification

Customer shall indemnify, hold harmless, and, at Supabase's option, defend Supabase from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; or (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Supabase or authorized by Supabase. Customer agrees that Customer may not settle any Third-Party Claim without the prior written consent of Supabase. Supabase consents to such settlement only if Customer has the right, at its option, to defend the claim. Supabase has the right, at its option, to defend the claim and to participate in the defense thereof by counsel of its own choice.

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c. Sole Remedy

This Section 10(c) sets forth Customer's sole remedies and Supabase's sole liability and obligation for any actual, threatened, or alleged claims that the services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

11. Limitations of Liability.

EXCEPT FOR: (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (II) A PARTY'S INDEMNITY OBLIGATIONS; OR (III) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT ("**EXCLUDED LIABILITIES**"), (A) IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (1) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (2) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (3) LOSS OF GOODWILL OR REPUTATION; (4) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (5) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE; AND (B) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO SUPABASE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE CLAIM; PROVIDED THAT, NOTWITHSTANDING THE FOREGOING, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE EXCLUDED LIABILITIES WILL NOT EXCEED THE

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AND/OR PAYABLE TO SUPABASE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

12. Subscription Period and Termination.

a. Subscription Period

The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to Section 12(b), will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

b. Termination

In addition to any other express termination right set forth in this Agreement:

- i. Supabase may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Supabase's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2(c) or Section 6.
- ii. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the Party with written notice of such breach.
- iii. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party: (i) becomes insolvent or is generally

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unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Effect of Expiration or Termination

Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Supabase IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Supabase IP and certify in writing to the Supabase that the Supabase IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

d. Survival

This Section 12(d), and Sections 1, 5, 6, 8, 9, 10, 11, and 13, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Governing Law, Arbitration and Class Action/Jury Waiver

a. Governing Law

Customer agrees that: Customer a
solely based in the State of Californ
passive one that does not give rise
or general, in jurisdictions other than

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by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law governing this Agreement, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (as it may be amended, “FAA”) governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the fullest extent permitted by applicable laws and regulations. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the U.S. state where Customer resides (if applicable) or the jurisdiction mutually agreed upon in writing by the Parties. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Customer agrees to submit to the exclusive personal jurisdiction of the federal and state courts located in California for any actions for which Supabase retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of data security, Confidential Information, or intellectual property rights, as set forth in the Arbitration Agreement below, including any provisional relief required to prevent irreparable harm. Customer agrees that California is the proper and exclusive forum for any appeals of an arbitration award, or for trial court proceedings in the event that the Arbitration Agreement below is found to be unenforceable. This Agreement was drafted in the English language and this English language version of the Agreement is the original, governing instrument of the understanding between the Parties. In the event of any conflict between the English version of this Agreement and any translation, the English version will prevail.

b. Arbitration Agreement

i. General

READ THIS SECTION CAREFULLY
ARBITRATE THEIR DISPUTES AND
CAN SEEK RELIEF FROM SUPABA

governs any dispute, controversy, or claim between the Parties that arises out of

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or relates to, directly or indirectly: (i) this Agreement, including the formation, existence, breach, termination, enforcement, interpretation, validity, and enforceability thereof; (ii) access to or use of the Services, including receipt of any advertising or marketing communications; (iii) any transactions through, by, or using the Services; or (iv) any other aspect of Customer's relationship or transactions with Supabase, directly or indirectly, as a user or consumer (each, a **"Claim,"** and, collectively, **"Claims"**). This Arbitration Agreement will apply, without limitation, to all Claims that arose or were asserted before or after Customer's consent to this Agreement.

ii. Opting Out of Arbitration Agreement

If you are a new customer, you can reject and opt out of this Arbitration Agreement within thirty (30) days of accepting this Agreement by emailing Supabase at legal@supabase.io with your full, legal name (or the name of the organization that you had the legal authority to bind to this Agreement if you entered this Agreement for an organization) and stating your intent to opt out of this Arbitration Agreement. Opting out of this Arbitration Agreement does not affect the binding nature of any other part of this Agreement, including the provisions regarding controlling law or the courts in which any disputes must be brought.

iii. Dispute-Resolution Process

For any Claim, Customer will first contact Supabase at legal@supabase.io and attempt to resolve the Claim with Supabase informally. In the unlikely event that the Parties have not been able to resolve a Claim after sixty (60) days, the Claim shall be finally settled under the Rules of Arbitration ("**Rules**") of the International Chamber of Commerce ("**ICC**") by one or more arbitrators (each, an "**Arbitrator**") appointed in accordance with such Rules. The place of arbitration shall be: (a) Singapore to the extent that Customer is located in Asia; (b) London, United Kingdom to the extent that Customer is located in Europe; (c) San Francisco, California to the extent that Customer is located in the United States; or (d) any other jurisdiction, in each case determined by the Arbitrator. Customer shall be responsible for paying any ICC filing and administrative fees and Arbitrator fees in accordance

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with the Rules, and the award rendered by the Arbitrator will include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. If Customer is an individual using the Services for non-commercial purposes: (i) ICC may require Customer to pay a fee for the initiation of a case; (ii) the award rendered by the Arbitrators may include Customer's costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses; and (iii) Customer may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this would not absolve Customer of any commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the Arbitrators may be entered in any court of competent jurisdiction. The Parties agree that the Arbitrators, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the scope, interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator will also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement are, or whether any provision hereof, unconscionable or illusory, and any defense to arbitration, including waiver, delay, laches, unconscionability, and/or estoppel.

iv. Equitable Relief

Nothing in this Arbitration Agreement will be deemed as: preventing Supabase from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of Supabase's data security, confidential information, or intellectual property rights; or preventing Customer from asserting claims in a small claims court, provided that Customer's claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-collective, and non-representative) basis.

v. Severability

If this Arbitration Agreement is found to be void, unenforceable, or unenforceable in whole or in part, the void, unenforceable, or unlawful provision, or provisions, shall be severed. Severance of the void, unenforceable, or unlawful provision,

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in whole or in part, will have no impact on the remaining provisions of this Arbitration Agreement, which will remain in force, or on the Parties' ability to compel arbitration of any remaining Claims on an individual basis pursuant to this Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent Customer from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement will be arbitrated under its terms, and the Parties agree that litigation of any dispute regarding the entitlement to public injunctive relief will be stayed pending the outcome of any individual claims in arbitration.

c. Class Action/Jury Trial Waiver

By entering into this Agreement, each Party is waiving the right to a trial by jury or to bring, join, or participate in any purported class action, collective action, private attorney general action, or other representative proceeding of any kind as a plaintiff or class member. The foregoing applies to all users (both natural persons and entities), regardless of whether Customer has obtained or used the service for personal, commercial, or other purposes. This class action/jury trial waiver applies to class arbitration, and, unless the Parties agree otherwise, the Arbitrators may not consolidate more than one person's or entity's claims. The Parties agree that the Arbitrators may award relief only to an individual claimant and only to the extent necessary to provide relief on Customer's individual claim(s). Any relief awarded may not affect other users.

14. Miscellaneous.

a. Entire Agreement

This Agreement, together with any reference, constitutes the sole and the subject matter of this Agreement and supersedes all prior and

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contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

b. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement or as identified on the Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized signed for on delivery courier (with all fees pre-paid), or email (with confirmation of transmission). All email Notices to Supabase must be sent to legal@supabase.io. Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section 14(b). Notwithstanding the foregoing, Customer hereby consents to receiving electronic communications from Supabase, which may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. Customer agrees that any notices, agreements, disclosures, or other communications that Supabase sends to Customer electronically will satisfy any legal communication requirements, including that such communications be in writing.

c. Force Majeure

In no event shall either Party be liable for any failure to perform or breach of this Agreement, for any failure to perform under this Agreement (except for a failure to perform to the extent such failure or delay is caused by circumstances beyond the reasonable control, including but not limited to acts of God, flood, fire,

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earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d. Amendment and Modification

Supabase may change this Agreement (except for any Orders) from time to time at its discretion. The date on which the Agreement was last modified will be updated at the top of this Agreement. Supabase will provide Customer with reasonable notice prior to any amendments or modifications taking effect, either by emailing the email address associated with Customer's account on the Services or by another method reasonably designed to provide notice to Customer. If Customer accesses or uses the Services after the effective date of the revised Agreement, such access and use will constitute Customer's acceptance of the revised Agreement beginning at the next Renewal Subscription Period or, if Customer enters into a new Order with Supabase, as of the date of execution of such Order.

e. Waiver

No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

f. Severability

If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable in any jurisdiction, the Parties agree in good faith to modify this Agreement to the extent necessary to make it enforceable as possible in a mutually acceptable manner.

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contemplated hereby be consummated as originally contemplated to the greatest extent possible.

g. Assignment

Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Supabase. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

h. Export Regulation

The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

i. US Government Rights

Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 101-11.6, consisting of "commercial computer software" or "commercial computer software documentation" as such terms are defined in 48 C.F.R. § 101-11.6. Accordingly, if Customer is an agency or derivative contractor of the US Government, then, for all purposes of the FAR, and therefor, Customer only receives those rights with respect to the Services and

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Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

j. Equitable Relief

Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

k. Publicity

Supabase may identify Customer as a user of the Services and may use Customer's name, logo, and other trademarks in Supabase's customer list, press releases, blog posts, advertisements, and website (and all use thereof and goodwill arising therefrom shall inure to the sole and exclusive benefit of Customer). Otherwise, neither Party may use the name, logo, or other trademarks of the other Party for any purpose without the other Party's prior written approval.

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