BigPanda

END USER LICENSE AGREEMENT

BigPanda provides an event correlation and automation platform, powered by AIOps (the "Platform"). This End User License Agreement (the "Agreement") establishes the terms under which you (the "Customer") will use and BigPanda will provide a subscription to the Platform and related Services.

1. THE PLATFORM AND SERVICES

a. Provision and Use. BigPanda will make the Platform available to Customer as a software-as-a-service, and Customer is hereby granted a license to access the Platform through its documented access points and to use its documented functionality for its internal operations, for the duration of the subscription term and to the limits of the subscription scope described in the Order Form.

b. Security and Privacy. The Platform will be hosted on Amazon AWS, and BigPanda will maintain and regularly certify its compliance with SOC II Type 2. The Platform is not designed to process or store data that requires a heightened degree of protection under applicable law (such as financial information, health information, and special categories of personal data under the EU General Data Protection Regulation). BigPanda may immediately suspend Customer's use of the Platform or remove Customer Data, with concurrent notice to Customer, where failure to do so would violate applicable law or materially harm the rights of BigPanda or any third party.

c. Business Continuity Plan. BigPanda will maintain a business continuity plan, infrastructure, and processes that conform to the industry standards for enterprise SaaS providers.

d. Express Warranty (Platform). For the full term of Customer's subscription, the Platform will perform in a manner consistent with the documentation available at docs.bigpanda.io (the "Documentation") and the Order Form (the "Platform Warranty"). Customer may provide notice of a warranty failure, including a reasonably detailed description of the observed failure, and upon receiving such notice, BigPanda will have 30 days to correct the failure. If BigPanda cannot do so, Customer may terminate the Order Form immediately upon written notice and receive a prorated refund for its unused subscription, measured from the date of the warranty failure notice.

e. No Implied Warranties. THE PLATFORM WARRANTY IS THE ONLY WARRANTY PROVIDED BY BIGPANDA, AND BIGPANDA OTHERWISE PROVIDES THE PLATFORM "AS IS," DISCLAIMING ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

f. Future Functionality. BigPanda may make future improvements to the Platform, which may include sunsetting features that are within the scope of Customer's subscription or creating new features that are outside of the scope of Customer's subscription. If BigPanda sunsets material features within the scope of Customer's subscription, it will provide any successor features at no additional charge or, if no such successor features are available, Customer may terminate its Order Form using the Termination for Breach procedures. Customer will receive, at no additional charge, all future features that are within the

scope of Customer's subscription (e.g., all features of the base platform as that base platform develops through successive releases of the Platform over the course of the subscription term). Customer subscription purchases are not contingent on the delivery of future features.

2. DATA AND INTELLECTUAL PROPERTY

a. Customer Data. "Customer Data" is defined as all data transmitted to or through the Platform by or on behalf Customer. Customer Data excludes data generated by the Platform as a record of its use, such as system logs.

b. Use of Customer Data. Customer grants to BigPanda a non-exclusive, worldwide, royalty-free license to use Customer Data to provide and improve the Platform.

c. Third Party Technology. BigPanda may integrate third-party technology into the Platform or use third-party technology to manage its relationship with Customer. BigPanda will ensure each provider of such technology (i) processes Customer Data solely to the extent necessary for BigPanda to provide the Platform and Services, and (ii) is bound by security and privacy commitments at least as protective as those in this Agreement.

d. Platform. The Platform (including, for example, its algorithms, calculations, organization, look and feel, and the underlying software code) is and will remain the sole property of BigPanda, and BigPanda is and will remain the sole owner of all intellectual property embodied or practiced by the Platform.

e. Reservation of Rights. Each party reserves all intellectual property rights not expressly granted in this Agreement.

3. CONFIDENTIALITY

a. Confidential Information Defined. "Confidential Information" is defined as all information, regardless of the medium through which it is conveyed, that is marked as "Confidential" by the disclosing party or that a reasonable industry participant would deem likely to be confidential. Customer's Confidential Information includes all Customer Data, and BigPanda's Confidential Information includes the non-public features and functionality of the Platform. Confidential Information excludes all information that: (i) is or becomes publicly known, other than through a breach of a confidentiality obligation owed to the disclosing party; or (ii) was known to the receiving party prior to disclosure, other than through a breach of a confidentiality obligation owed to the disclosing party.

b. Use and Protection of Confidential Information. The receiving party will use the Confidential Information of the disclosing party only as necessary to perform its obligations and exercise its rights under this Agreement and will use

reasonable care to protect such Confidential Information. At the termination of this Agreement, or upon the disclosing party's request, the receiving party will destroy the disclosing party's Confidential Information that is then in its possession.

c. Legally Compelled Disclosure. If the receiving party reasonably anticipates that it will be required to disclose Confidential Information pursuant to law or regulation, it will use its best efforts to: (i) timely notify the disclosing party and (ii) limit the disclosure to the strict requirements of the law or regulation.

d. Trade Secrets. The receiving party's obligation to maintain the confidentiality of the disclosing party's trade secrets will survive the termination of this Agreement, enduring until such time as the information no longer satisfies the requirements of a trade secret.

4. INSURANCE

a. Coverage Scope. BigPanda will maintain the following coverage:

Commercial General Liability with a minimum aggregate limit of $4 Million.

Professional Technical Errors and Omissions with a minimum limit of $5 Million.

Cyber Liability with a minimum aggregate limit of $5 Million.

Workers' Compensation Insurance as required by statute including employer's liability coverage with a minimum limit of $1 Million in the aggregate.

Automobile Liability Insurance with a minimum limit of $2 Million in the aggregate.

5. INDEMNIFICATION

a. Definition. To "Indemnify" is defined as to (i) defend against all third party claims (construed broadly, so as to include, for example, complaints and causes of action both when filed and when threatened) and regulatory actions (construed broadly, so as to include investigations and disciplinary actions by any government entity with the power to investigate or impose a penalty of any kind) and (ii) to pay all amounts under all theories of liability and damages awarded to such third party or accepted in settlement or imposed as fines of any kind.

b. Procedure. A party seeking to be Indemnified will provide timely notice to the Indemnifying party, although untimely notice will relieve the Indemnifying party of its obligations only to the extent that the delay has prejudiced its ability to defend the claim. The Indemnifying party will have the right to control the defense, including the right to reach a settlement with the claimant; however, the Indemnified party will have a right to participate through its own counsel at its own expense and the Indemnifying party will not enter into a settlement that requires the Indemnified party to admit to liability without the written consent of that party.

c. Intellectual Property Indemnification. BigPanda will Indemnify Customer for the infringement of a patent or copyright, provided that the infringement arises through Customer's use of the Platform or Services according to the Documentation, either alone or (when BigPanda would be liable for indirect or contributory infringement) in combination with other Customer technology or processes.

d. Data Indemnification. Each party will Indemnify the other for their use or transfer of personally identifiable information or Customer Data in a manner inconsistent with this Agreement.

6. LIMITATION OF LIABILITY AND DAMAGES

a. Limitation of Liability. With the exception of violations involving Confidential Information and amounts owed under a party's obligation to Indemnify, neither party's total liability to the other will exceed Customer's annual subscription fee.

b. Limitation of Damages. Each party will be liable to the other for direct damages only. As such, the following types of damages will be excluded, regardless of the underlying theory of recovery: indirect damages, consequential damages, special damages, punitive damages, lost profits, lost reputation, and the cost of replacement services.

7. TERM AND TERMINATION

a. Term. The term of this Agreement will extend until 30 days after the last day of Customer's subscription, as stated on an Order Form.

b. Termination for Cause. If a party breaches this Agreement or the terms of any Order Form, then the other party, prior to terminating for breach, will provide a notice of breach and intended termination of (i) any one or more Order Forms or (ii) this Agreement and all related Order Forms. If the breach is not cured within 30 days of the receipt of such notice, then the intended termination will become automatically and immediately effective. Upon such termination by Customer, BigPanda will issue a prorated refund for Customer's unused subscription, measured from the date of breach notice. Upon such termination by BigPanda, Customer must pay all unpaid fees under the current Order Form.

c. Survival. Rights and obligations established under this Agreement that must survive termination in order to have their customarily intended effect (such as rights and obligations related to Confidentiality, Indemnification, Limitation of Liability and Damages, and Data and Intellectual Property) will so survive.

8. MISCELLANEOUS

a. Assignment. Neither party may assign this Agreement without the other party's consent, and any attempted assignment without consent will be void. A party will not unreasonably withhold consent, and each party hereby consents to assignments made in connection with a company sale or re-organization (such as a merger or acquisition).

b. Governing Law and Forum. This Agreement will be construed under the federal laws of the United States of America and the state laws of California. The parties stipulate that the federal and state courts located in San Francisco, California will have jurisdiction over the parties and will be the forum for any dispute between the parties.

c. Attorney's Fees. In a dispute between the parties, the prevailing party will be awarded its reasonable attorney's fees.

d. Force Majeure. A party's failure to perform will be excused for up to 30 days when directly caused by an intervening event of a magnitude or unpredictability that renders performance impractical despite that party's adherence to industry standard business continuity practices, such as large-scale failure of core internet infrastructure or civil unrest.

e. No Waiver. A party's delay in exercising its rights under this Agreement will not be deemed a waiver of its rights.

f. Severability. If a provision of this Agreement is deemed unenforceable as drafted, a revision will be applied that captures the parties' original intent to the extent allowable under the law. If such provision cannot be saved, and if the intent of the Agreement can survive the loss of such provision, it will be deemed severed from the Agreement.

g. Relationship of the Parties. The parties to this Agreement are independent contractors, and neither this Agreement nor any course of action that it contemplates will give either party the right to make representations on behalf of the other or to bind the other to any obligation to any third party.

h. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

i. Complete Agreement. This Agreement is the complete agreement between the parties in relation to its subject matter, superseding all prior or contemporaneous written or oral contracts or representations. Neither party enters into this Agreement based on any representation not stated herein. This Agreement may only be amended in a writing that references it and states the parties' intent that it be amended through such writing.

j. Notices. Notices to BigPanda under this Agreement must be sent to legalnotices@bigpanda.io. A notice will be deemed to have been given three business days after mailing, if delivered sent by registered mail, or one business day after sending, if sent by email.