Commercial Free License Agreement

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1. License Grant; Restrictions. Subject to all of the terms of this Agreement, MuleSoft grants to Customer a royalty-free, non-transferable, non-sublicensable, non-exclusive, and (absent a breach) perpetual license to use, and to create derivative works of and modifications to, the Free Software for Customer's own internal business operations. Subject to the terms and conditions of this Agreement, Customer's Affiliates may use the licenses granted to Customer hereunder, provided that (i) Customer remains responsible for each such Affiliate's compliance with this Agreement; and (ii) such Affiliate usage is specifically designated in the applicable License Agreement. "**Affiliate**" means any entity that Customer, directly or indirectly, controls, an entity that controls Customer or an entity that is under common control with Customer; and "control" means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity. In the exercise of this license, Customer shall not (and shall not allow any third party or Affiliate to remove any copyright or other proprietary notices contained in the Free Software. Customer shall defend MuleSoft against any third party claim that any modification or derivative work made by Customer to the Free Software infringes such third party's patent or copyright (but only to the extent that such alleged infringement would not have existed but for such modification or the creation of such derivative work), and indemnify MuleSoft from the resulting costs and damages awarded against MuleSoft; provided that MuleSoft notifies Customer promptly in writing of such claim, grants Customer sole control over the defense and settlement thereof, and reasonably cooperates with Customer's request for assistance.

2. Ownership. Except for the limited license granted in Section 1, MuleSoft and its suppliers have and will retain all right, title and interest in and to the Free Software (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof created by MuleSoft.

3. Term of Agreement; Termination; Survival. This Agreement is effective as of the date of Customer's acceptance as described above and shall be perpetual, provided that, MuleSoft may terminate this Agreement if Customer fails to cure any material breach within thirty (30) days after written notice of such breach. Termination is not an exclusive remedy. Upon termination, Customer shall cease using the Free Software. Sections 2-6 and the negative covenants in Section 1 shall survive termination.

4. WARRANTY DISCLAIMER. THE FREE SOFTWARE AND ALL RELATED DOCUMENTATION, IF ANY, ARE AND WILL BE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MULESOFT DOES NOT WARRANT THAT THE FREE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT IS DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS, AND MULESOFT OFFERS NO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

5. Limitation of Remedies and Damages. MULESOFT SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND ARISING UNDER OR RELATED TO THIS AGREEMENT.   THE CATEGORIES OF PRECLUDED DAMAGES INCLUDE WITHOUT LIMITATION LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. The allocation of risk under this Section 5 is a material inducement to MuleSoft's entering into this Agreement.

6. General.

6.1 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

6.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the U.S. without regard to conflicts of laws provisions. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in San Francisco, California, and the parties irrevocably consent to the personal jurisdiction of such courts.

6.3 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

6.4 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above for MuleSoft and to the most recent address on file for Customer under the Order Form in effect between the parties, and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail; or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

6.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by an authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

6.6 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to its subject matter.

6.7 Audit Rights. Customer will maintain accurate records as to its use of the Free Software as authorized by this Agreement during the term hereof and for at least two (2) years from the termination of this Agreement. MuleSoft, or persons designated by MuleSoft, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Free Software is being used by Customer in accordance with the terms of this Agreement, provided that: (a) MuleSoft may conduct no more than one (1) audit in any 12-month period; (b) any such audit shall be subject to a mutually agreed upon non-disclosure agreement (including any third party agent MuleSoft may use in connection with such audit); (c) the audit will

be conducted during normal business hours; and (d) MuleSoft shall use commercially reasonable efforts to minimize the disruption of Customer's normal activities in connection with any such audit. Any such audit will be performed at MuleSoft's expense, provided, however, that Customer shall promptly reimburse MuleSoft for the cost of such audit and any applicable fees if such audit reveals a breach of this Agreement.

6.8 Government End-Users. The Free Software is deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Free Software by the U.S. Government shall be governed solely by the terms of this Agreement. This product was developed at private expense. All other use is prohibited.

6.9 Export Compliance. Customer may not export or re-export the Free Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Customer acknowledges that the Free Software is subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Free Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any U.S. or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and is not being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the U.S. government.

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