ARANGODB GMBH

MASTER SERVICE AGREEMENT

PLEASE READ THESE MASTER SERVICE AGREEMENT TERMS ("TERMS") CAREFULLY BEFORE USING ANY OFFERING PROVIDED BY ARANGODB GMBH ("ARANGODB").

BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH ARANGODB THAT REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CLIENT") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS CONSTITUTE THE "AGREEMENT"). YOUR USE OF THE ARANGODB OFFERING (AS DEFINED BELOW) IS CONDITIONED ON, AND SHALL CONSTITUTE, YOUR ACCEPTANCE OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, IF YOU SUBMIT AN ONLINE ORDER FORM VIA ARANGODB'S STANDARD ONLINE PROCESS AND SUCH ORDER FORM IS ACCEPTED BY ARANGODB, THAT SUBMISSION SHALL BE DEEMED A MUTUALLY EXECUTED ORDER FORM FOR PURPOSES OF THIS AGREEMENT. IF THESE TERMS ARE DEEMED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. THIS AGREEMENT, INCLUDING THE APPLICABLE ORDER FORM(S) ACCEPTED BY BOTH CLIENT AND ARANGODB (OR ITS AUTHORIZED PARTNER), WILL GOVERN CLIENT'S USE OF THE ARANGODB OFFERING AND ARANGODB'S PROVISION OF RELATED SERVICES. ANY ADDITIONAL OR CONFLICTING TERMS CONTAINED IN A PURCHASE ORDER OR SIMILAR DOCUMENT SHALL BE VOID AND OF NO EFFECT, EVEN IF SIGNED AFTER THIS AGREEMENT.

IF CLIENT DOES NOT ACCEPT THESE TERMS AND CONDITIONS, AND DOES NOT HAVE A SEPARATE WRITTEN AGREEMENT WITH ARANGODB GOVERNING THE USE OF THE ARANGODB OFFERING, CLIENT MAY NOT ACCESS OR USE THE ARANGODB OFFERING AND MUST IMMEDIATELY CEASE ALL ACCESS AND USE AND DELETE ANY COPIES FROM ITS SYSTEMS.
ArangoDB offers its technology via two delivery models:

- An on-premise solution deployed in Client's environment (the "On-Prem Product"); and

- A hosted software-as-a-service solution accessible to Client through the internet (the "SaaS Product").

Either model may include, or be licensed with, ArangoDB services and offerings (collectively, the "ArangoDB Offering"). The applicable ArangoDB Offering shall be determined by Client's selection as specified in each Order Form. This Agreement governs Client's use of the ArangoDB Offering. For the avoidance of doubt, each of the ArangoDB Offerings constitutes a separate and distinct product from any products made available under the ArangoDB Community Software License Agreement or the ArangoDB Business Source License.

1. DEFINITIONS; LICENSE GRANT; OWNERSHIP; RESTRICTIONS.

1.1 Definitions.

(a) "AEU (Arango Entitlement Unit)" means a composite measure of the total RAM, CPU (or vCPU) and Storage allocated to an ArangoDB Offering Cluster.

(b) "Cluster" means a group of connected computers (i.e., servers, nodes or instances).

(c) Core" means the virtual representation of one or more hardware threads (such as a physical core, a hyper-threaded core, or a virtualized core assigned to a virtual machine or container).

(d) "CPU (Central Processing Unit)" means the processing resource of a computing system, measured by the number of processor Cores or equivalent processing units allocated to a Cluster, as specified in the applicable Order Form.

(e) "vCPU (Virtual CPU)" means a virtualized processing resource allocated to a Cluster, measured in discrete units as specified in the applicable Order Form, and representing a share of the processing capacity of underlying physical CPUs.

(f) "RAM (Random Access Memory)" is a computer's working memory that holds active programs and data for rapid access by the processor while the system is running.

(g) "Storage" means the retention of data, measured in terabytes ("TB"), where one (1) TB equals 1,024 gigabytes ("GB"). Storage usage is calculated in TB and rounded up to the next whole TB. For example, usage of 10.1 TB will be rounded up to 11 TB.

1.2 License to On-Prem Product. Subject to Client's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form), ArangoDB grants Client a limited, personal, non-sublicensable, non-transferable, nonexclusive license to use internally the On-Prem Product during the applicable Order Form Term (as defined in Section 9 below) solely for Client's internal business purposes, and in accordance with the number of licensed Arango Entitlement Units, as determined by the number of Cores, CPUs (or vCPUs), RAM and/or Storage specified in the applicable Order Form. Use must conform with the designated user documentation for the On-Prem Product available at https://docs.arango.ai/ (the "Software Documentation"), which may be updated from time to time.

1.3 Access to SaaS Product. Subject to Client's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form), ArangoDB grants Client a limited, personal, non-sublicensable, non-transferable, nonexclusive license to access and use the SaaS Product during the applicable Order Form Term (as defined in Section 9 below) for the internal business purposes of Client, only in accordance with the number of licensed Arango Entitlement Units, as determined by the number of Cores, CPUs (or vCPUs), RAM and/or Storage specified in the applicable Order Form, and only in accordance with ArangoDB's Technical Documentation. The SaaS Product is subject to modification from time to time at ArangoDB's sole discretion, for any purpose deemed appropriate by ArangoDB. Access to the SaaS Product may require Client to install certain software applications. Client must comply with the current technical documentation applicable to the SaaS Product as posted by ArangoDB and updated by ArangoDB from time to time at https://docs.arango.ai/ (the "Technical Documentation").

1.4 AI Services. Client acknowledges that certain ArangoDB Offerings may contain, use or rely on artificial intelligence or machine learning capabilities ("AI Services"). ArangoDB represents that the AI Services will be provided in compliance with applicable laws. Client accepts that ArangoDB has made or makes no other representations or undertakings regarding the operation and adequacy of the AI Services, including whether the AI Services meet Client's individual requirements. ArangoDB will not use Client Data or outputs generated specifically for Client to train, fine-tune, or improve any artificial intelligence or machine-learning models without Client's prior consent. Except as expressly stated, the AI Services are provided without warranties of accuracy or fitness for a particular purpose, and Client is responsible for ensuring that any personal data used with the AI Services is processed in compliance with applicable laws.

1.5 Proprietary Rights. As between the parties, ArangoDB retains all rights, title and interest, including intellectual property rights in the ArangoDB Offering and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any third party relating to the ArangoDB Offering, which are hereby assigned to ArangoDB. Client will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement.

1.6 Restrictions. Except as expressly set forth in this Agreement, Client shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the ArangoDB Offering (except to the extent applicable laws specifically prohibit such restrictions); (ii) modify, translate, or create derivative works based on the ArangoDB Offering (including, without limitation, by combining, integrating or concurrently using the ArangoDB Offering with any product made available under the ArangoDB Community Software License Agreement or the ArangoDB Business Source License); (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the ArangoDB Offering; (iv) use the ArangoDB Offering for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the ArangoDB Offering or any portion thereof; (vi) use the AI Services of the ArangoDB Offering in a manner that (i) would impose legal or other significant effects on individuals or (ii) may result in the AI Services or resulting AI system being deemed high risk or equivalent under applicable law; (vii) use the ArangoDB Offering to build an application or product that is competitive with any ArangoDB product or service; (viii) interfere or attempt to interfere with the proper working of the ArangoDB Offering or any activities conducted on the ArangoDB Offering; or (ix) bypass, disable, interfere with, or otherwise circumvent any measures ArangoDB may use to prevent or restrict access to the ArangoDB Offering, including without limitation, any license keys, license management tools, usage-monitoring mechanisms, metering systems, or other technical controls used to enforce licensing terms or usage limits (or other accounts, computer systems or networks connected to the ArangoDB Offering). Client is responsible for all of Client's activity in connection with the ArangoDB Offering. Client (a) shall use the ArangoDB Offering in compliance with all applicable local, state, national and foreign laws, treaties and regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), unless to the extent compliance therewith is prohibited by applicable anti-boycott laws,

and (b) shall not use the ArangoDB Offering in a manner that violates any third party intellectual property, contractual or other proprietary rights.

2. **PROFESSIONAL SERVICES.** Upon payment of any applicable professional services fees and related expenses, ArangoDB agrees to use commercially reasonable efforts to provide the professional services only if and to the extent such professional services are set forth in an Order Form or statement of work. Such services shall be considered services within the meaning of § 611 German Civil Code. If ArangoDB cannot complete the professional services within the estimated hours, or if ArangoDB provides additional professional services, Client will pay ArangoDB at its then-current hourly rates for consultation as specified in the applicable Order Form or statement of work.

All deliverables, work product, and other results of any professional services performed by ArangoDB ("Deliverables") shall be and remain the sole property of ArangoDB. Except as expressly provided in this Agreement, neither party grants the other any rights or licenses, whether by implication, estoppel, or otherwise, in or to its intellectual property. As between the parties, Client retains all right, title, and interest in and to Client Data and any materials that Client provides to ArangoDB or uses in connection with the ArangoDB Offering, and ArangoDB retains all right, title, and interest in and to the ArangoDB Offering, the Deliverables, the underlying technology, and all related intellectual property rights. Subject to Client's full payment of all applicable fees, ArangoDB grants to Client a non-exclusive, non-transferable, non-sublicensable, worldwide, limited license during the Order Form Term to use the Deliverables solely for Client's internal business purposes and solely in connection with Client's authorized use of the ArangoDB Offering.

3. **UPDATES; SUPPORT.**

3.1 ArangoDB Offering Support. ArangoDB will provide support and maintenance services for the ArangoDB Offering in accordance with the terms set forth on Exhibit A attached hereto. Such services shall be considered services within the meaning of § 611 German Civil Code. From time to time, ArangoDB may generally provide upgrades, patches, enhancements, or fixes ("Updates") for the ArangoDB Offering to its customers without additional charge, and such Updates will become part of the ArangoDB Offering and subject to the terms and conditions of this Agreement. However, unless otherwise specified in Exhibit A, ArangoDB is not obligated to provide Updates.

3.2 Support Limitations. Client acknowledges that ArangoDB may discontinue support for prior versions or releases of the ArangoDB Offering in its sole discretion with commercially reasonable efforts to give sixty (60) days' prior notice for major changes. To maintain access to the ArangoDB Offering, Client acknowledges that Client may be required to install Updates on its systems during the Order Form Term, and agrees to implement such Updates in accordance with ArangoDB's instructions.

4. **CONFIDENTIAL INFORMATION AND CLIENT DATA.**

4.1 Confidentiality. Each party ("Receiving Party") understands that the other party ("Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and

(iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

4.2 Feedback. Client may, in the course of using the ArangoDB Offering, voluntarily provide data, comments, suggestions or feedback to ArangoDB related to the ArangoDB Offering ("Feedback"). All Feedback is provided "AS IS" and without warranty of any kind. Client hereby grants ArangoDB a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up, perpetual license to use and exploit such Feedback for any purpose.

4.3 Client Data. For purposes of this Agreement, "Client Data" shall mean any data, information or other material provided, uploaded, or submitted by Client to the ArangoDB Offering in the course of Client's use thereof. Client shall retain all right, title and interest in and to the Client Data, including all intellectual property rights therein. Client, not ArangoDB, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of all Client Data, as well as for obtaining and maintaining all rights, consents, and permissions necessary for ArangoDB's processing of such Client Data in accordance with this Agreement. ArangoDB shall use commercially reasonable efforts to maintain the security and integrity of the ArangoDB Offering and the Client Data. Client is responsible for Client's use of the ArangoDB Offering and for any breach of this Agreement by any individual or entity to whom Client provides access to the ArangoDB Offering. Client authorizes ArangoDB to generate and use aggregated, anonymized, de-identified or redacted data and statistics derived from Client Data that do not identify Client, Client's customers or any authorized users ("Aggregated Anonymous Data"). ArangoDB may indefinitely use such Aggregated Anonymous Data to evaluate, improve and customize the ArangoDB Offering and the AI Services for internal analytics, product improvement, security, and operational purposes consistent with this Agreement, provided that such data cannot reasonably be used to identify Client as the source. ArangoDB (and its licensors, where applicable) will retain all intellectual property rights in the Aggregated Anonymous Data. The rights granted under this Section are royalty-free, worldwide, and sublicensable solely as necessary for ArangoDB and its service providers to deliver the ArangoDB Offering.

4.4 EU Data Processing Addendum. This Section 4.4 only applies if Client has purchased access to the SaaS Product: In the event and to the extent that Client provides any Personal Data (as defined in the DPA) that is subject to certain Data Protection Laws (as defined in the DPA), Client shall abide by the EU Data Processing Addendum located at

https://cloud.arangodb.com/data-processing-addendum (the "DPA") which is hereby included and incorporated into this Agreement and may be updated from time to time by ArangoDB.

4.5 California Consumer Privacy Act. This Section 4.5 only applies if Client has purchased access to the SaaS Product: The parties acknowledge and agree that ArangoDB is a service provider for the purposes of the California Consumer Privacy Act ("CCPA") and is receiving personal information from Client pursuant to this Agreement for a business purpose. ArangoDB shall not retain, use or disclose any personal information provided by Client pursuant to this Agreement except as necessary for the specific purpose of performing the services for Client pursuant to this Agreement, or otherwise as set forth in this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. ArangoDB certifies that it understands the restrictions of this paragraph.

5. LIMITED WARRANTY; DISCLAIMER.

5.1 On-Prem Product Limited Warranty. ArangoDB warrants (*gewährleistet*) that for a period of thirty (30) days from initial delivery, the On-Prem Product will materially conform to ArangoDB's then current Software Documentation for such On-Prem Product. Client's sole remedy, for a breach of this warranty will be, at ArangoDB's option, to: (a) repair or replacement of the On-Prem Product, or (b) if replacement or repair is inadequate as a remedy (or in ArangoDB's opinion, impractical), to terminate this Agreement upon notice at least in text form and refund the unused Fees paid in advance by Client (if any) on a pro-rata basis. This warranty applies only to issues reported to ArangoDB during the warranty period specified above. In no event does ArangoDB make any representation or warranty as to the ability of the On-Prem Product in circumstances where data received for use by the On-Prem Product is in formats other than those defined by the Software Documentation. Client's claims for damages for a breach of this warranty are subject to the limitations set forth in Clause 7.

5.2 SaaS Product Limited Warranty. With respect to the SaaS Product, ArangoDB warrants (*gewährleistet*) to Client only that during the Order Form Term, the SaaS Product will perform in material conformance with its then current Documentation for such SaaS Product.; Client's sole remedy, in the event of a breach of the foregoing warranty shall be for ArangoDB to provide support to Client in accordance with Section 3.1 and if ArangoDB is unable to materially restore such conformance within thirty (30) days from the date of notice of said breach at least in text form, Client shall be entitled to terminate this Agreement upon notice at least in text form and receive a pro-rata refund of the unused Fees paid in advance by Client (if any) for unused access to the SaaS Product. Client's claims for damages for a breach of this warranty are subject to the limitations set forth in Clause 7.

5.3 Disclaimer. Prior to entering into this Agreement, Client has checked that the specifications of the ArangoDB Offering as described in the Software Documentation and Technical Documentation meet its needs and wishes. Client is aware of the essential functionalities and features of the ArangoDB Offering. The extent, nature and quality of the ArangoDB Offering to be delivered by ArangoDB are determined by this Agreement,

the Order Form, the Software Documentation and Technical Documentation. Any other information or requirements only form part of this Agreement if the parties agree so in writing or if ArangoDB so confirms in writing. Product descriptions, illustrations, test programs, etc. represent mere Services specifications do not constitute guarantees (*Garantien*) or agreements on certain specifications (*Beschaffenheitsvereinbarungen*). In order to be valid, an agreement on a guarantee requires a written confirmation from a director of ArangoDB.

6. **INDEMNIFICATION.** Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to a claim that (i) in the case of ArangoDB as Indemnitor, the ArangoDB Offering infringes, violates, or misappropriates such third party's intellectual property or proprietary right, or (ii) in the case of Client as Indemnitor, the Client Data or Client's use of the ArangoDB Offering in violation of this Agreement infringes, violates, or misappropriates such third party's intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (a) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (b) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (c) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of ArangoDB do not apply with respect to the ArangoDB Offering or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (1) not created or provided by ArangoDB (including without limitation any Client Data), (2) made in whole or in part in accordance to Client specifications, (3) modified after delivery by ArangoDB, (4) combined with other products, processes or materials not provided by ArangoDB (where the alleged Losses arise from or relate to such combination), (5) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (6) Client's use of the ArangoDB Offering is not in compliance with this Agreement.

7. **LIMITATION OF LIABILITY**.

7.1 Unrestricted Liability. Each party shall be unrestrictedly liable for (a) injury to life, body or health caused by such party, its legal representatives (*gesetzliche Vertreter*) or assistants in performance (*Erfüllungsgehilfen*); (b) damage caused intentionally (*vorsätzlich*) or with gross negligence (*grob fahrlässig*) by such party, its legal representatives or executive staff (*leitende Angestellte*); (c) damage caused intentionally by such party's assistants in performance not mentioned in clause (b); (d) damage resulting from the absence of any guaranteed (*garantiert*) characteristics; (e) claims under the German Product Liability Act (*Produkthaftungsgesetz*), (f) its obligations under Section 6 (Indemnification), and (g) Client's breach of Section 1.5 (Use Restrictions).

7.2 Limited Liability. Each party shall be liable for damage resulting from the breach of its primary obligations (*Kardinalpflichten*) under this Agreement by such party itself, its legal

representatives, its senior executives or its assistants in performance. Primary obligations are such basic duties which form the essence of this Agreement, which were decisive for the conclusion of this Agreement, and on the performance of which the respective other party may rely. If the breach of such primary obligation was caused (a) through simple negligence (*leichte Fahrlässigkeit*) by a party, its legal representatives or executive staff or (b) through simple or gross negligence by such party's assistants in performance not mentioned in subsection (a), then such party's ensuing liability shall be limited to the amount which was foreseeable by such party at the time the respective duty was performed.

7.3 Exclusion of Liability. Subject always to Sections 7.1 and 7.2, neither party shall be liable for damage resulting from the breach of non-primary obligations through (a) simple negligence of such party, its legal representatives or executive staff or (b) simple or gross negligence of such party's assistants in performance not mentioned in subsection (a). Furthermore, neither party shall be liable for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), bugs, viruses, trojan horses, or the like (regardless of the source of origination).

7.4 No-fault liability. Any no-fault liability of ArangoDB for the existence of initial errors (*anfängliche Mängel*) under § 536a German Civil Code shall be excluded.

7.5 Total Liability. Subject always to Section 7.1, the total liability of ArangoDB arising out of or in connection with this Agreement, whether in contract or tort or otherwise, shall in no circumstances exceed a sum equal to 100% of the total Fees paid (plus Fees payable) by Client in the 12 months immediately preceding the event which gave rise to the liability.

7.6 Exclusion. Any other liability of a party not covered by this Clause 7 is excluded on the merits.

8. FEES; PAYMENTS; LICENSE VERIFICATION.

8.1 Fees and Payments. Client shall pay the fees specified in the applicable Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees are due within thirty (30) days from date of invoice. Client shall pay a late fee on amounts that are not paid when due calculated on the basis of applicable German statutory interest rates. Client shall be responsible for all taxes associated with ArangoDB Offering (excluding taxes based on ArangoDB's net income). All Fees are non-refundable and are not subject to set-off. If Client exceeds any user or usage limitations set forth on an Order Form, then (i) ArangoDB shall invoice Client for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at ArangoDB's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with Section 9 entitled "Term; Termination" below), such renewal shall include the additional fees for such excess users and usage.

8.2 License Verification. This Section 8.2 only applies if Client has purchased a license to the On-Prem Product: Upon ArangoDB's written request, Client shall promptly confirm in writing whether its use of the On-Prem Product complies with Sections 1 of this Agreement. ArangoDB, or its authorized agents, may audit Client's use of the On-Prem Product no more than once in any twelve (12)-month period to verify license compliance, provided that ArangoDB gives Client reasonable advance written notice and uses commercially reasonable efforts to minimize disruption to Client's operations. If such audit reveals an underpayment or other non-compliance of five percent (5%) or more in ArangoDB's favor, or otherwise identifies a violation of this Agreement, Client shall promptly reimburse ArangoDB for the reasonable costs of the audit and pay any resulting deficiency, together with applicable interest.

9. **TERM; TERMINATION**. This Agreement shall commence upon the date of the first Order Form, and continues until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, an "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than sixty (60) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Upon expiration or termination of this Agreement, all licenses and rights of access to the On-Prem Product and SaaS Products shall immediately terminate, and Client must cease all use of and access to the ArangoDB Offering, delete (or, at ArangoDB's request return) all license keys and access credentials, and return or permanently destroy all copies of the ArangoDB Offering and Documentation in Client's possession or control. Client will have a period of thirty (30) days after the effective date of termination of this Agreement to download any Client Data. The following provisions of this Agreement shall survive expiration or termination: Sections 1.4, 1.5, 4.1, 5.3, 6, 7, 8, 9 and 10.

10. **MISCELLANEOUS**. This Agreement, including all Order Forms, statements of work and incorporated documents, constitute the entire agreement between Client and ArangoDB with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Client and ArangoDB with respect thereto. This Agreement shall govern and take precedence over any inconsistent or conflicting provisions set forth in any Exhibit, Documentation, Order Form, statement of work or purchase order or the like (even if signed), unless and solely to the extent that the parties expressly state in a separate signed writing that they intend to override this Agreement. To the extent there are inconsistent or conflicting provisions set forth in an Exhibit and Order Form, the Order Form shall govern so long as it is executed by both parties. The headings preceding the various paragraphs and sub-paragraphs of this Agreement are intended solely for the convenience of the parties and shall not be deemed relevant in the construction of this Agreement or its terms. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding its conflicts of law rules, and each party consents to exclusive jurisdiction and venue in the courts located in Cologne, Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Unless provided otherwise herein, all notices under this Agreement shall be at least in text form

and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for Client as set forth on the Order Form and for ArangoDB to legal@arangodb.com. Either party may update its address set forth above by giving notice in accordance with this Section 10. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Where this Agreement uses the expressions 'in writing', 'in written form' or variations thereof, this shall mean 'in writing' within the meaning of the German Civil Code. The electronic exchange of copies of documents signed by hand as well as documents signed with a simple electronic signature (e.g. DocuSign or Adobe Sign) shall suffice therefor, while simple emails shall not suffice. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement ("Change in Control"), provided further that Client's rights and obligations may not be assigned to a competitor of ArangoDB, and (ii) upon any assignment of this Agreement by Client in connection with a Change in Control, any ArangoDB Offering license that contains an "unlimited" feature will, with respect to Client or the successor entity, as applicable, be capped at the number of authorized licensed units in use immediately prior to such Change in Control and (iii) ArangoDB may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees. Should any provision of this Agreement be or become ineffective or invalid in whole or in part, the effectiveness and validity of the other provisions of this Agreement shall not be affected. Such ineffective or invalid provision shall be replaced by a provision which comes as close as legally possible to what the parties would have agreed, pursuant to the meaning and purpose of the original provision and of this Agreement, if they had recognized the ineffectiveness or invalidity of the original provision. If the ineffectiveness or invalidity of a provision is based on the determination of a certain level of performance or a certain time (deadline or fixed date), such ineffective or invalid level or time shall be replaced by the level or time which comes as close as legally possible to the original level or time. The foregoing shall also apply to any possible omission in this Agreement that was not intended by the Parties. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches. Each party will comply with all applicable laws, rules, statutes, and regulations in connection with its obligations under this Agreement, including sanctions, export laws and anti-corruption legislation.

Exhibit A

ARANGODB OFFERING SUPPORT TERMS

1. Certain Definitions

1.1 **"Business Hours"** refers to the times from Monday to Friday between 9:00 AM-6:00 PM Central European Time (CET), excluding public holidays in Germany.

1.2 **"Support Request"** refers to any written inquiry by email or another method approved by ArangoDB with respect to technical questions or issues with the ArangoDB Offering used in production sent by Client to ArangoDB as agreed in the terms and conditions of this Agreement as provided herein.

1.3 **"Error"** refers to any errors and outages occurring during the operation of the ArangoDB Offering.

1.4 **"Response Time"** refers to the time between receipt of Clients Request and initial response from ArangoDB.

1.5 **"Service Level"** means the Service Level (Silver, Gold or Platinum) selected in the Order Form.

2. Support Services

The following provisions shall apply to all Support Services agreed between ArangoDB and Client according to the Support Services and Service Level plan purchased under the applicable Order Form.

3. Scope of Support Services

3.1 Support Services cover support for the production use of the ArangoDB Offering. Issues or questions related to the development of Clients' applications, solution architecture design recommendations, guidance on data-modeling, database queries optimization and best practices, and testing guidance are not covered by Support Services.

3.2 Subject to the terms and conditions of this Agreement, ArangoDB will use commercially reasonable efforts to fix Errors that ArangoDB can successfully and reliably reproduce within the ArangoDB Offering.

3.3 Support Service for Client is carried out by means of a ticket system provided to Client by ArangoDB, through which Client can send and categorize Support Requests. ArangoDB reserves the right to offer alternative means of contact, including phone or e-mail.

3.4 Support Services only apply to the officially supported (non EOL-ed by ArangoDB) versions of the ArangoDB Offering specified in the Order Form and its corresponding Service Level and do not cover hardware, software or other components which were not provided to

Client by ArangoDB, any versions of the ArangoDB Offering altered, customized or amended by Client or a third person, or any Errors caused by erroneous use of the ArangoDB Offering or any use not in strict accordance with the applicable Technical Documentation or Software Documentation.

4. Severity Definitions, Error analysis and Response Time

4.1 ArangoDB will commence with the analysis of Support Requests reported by Client within the Response Time specified in the **Annex A** and the Service Level specified in the Order Form and will confirm receipt of the reported Support Request with an internal ticket ID.

4.2 The severity level of the Support Request is selected by Client according to the following severity levels:

(a) Severity 1 ("critical"): Operation-impeding Error

- the Error impedes either the appropriate or commercially viable use of the ArangoDB Offering or, with respect to the SaaS Product only, the Error impedes its essential parts in a production environment in a way that the Client cannot reasonably continue work (complete loss of service); or
- use of the ArangoDB Offering is impossible or unacceptably limited or hindered due to such Error and there is no workaround currently available.

(b) Severity 2 ("high"): Operation-limiting Error the Error severely interferes with the appropriate use of the ArangoDB Offering or usage limitations exist with regard to an essential ArangoDB Offering component, however, operations can continue in a restricted fashion.

(c) Severity 3 ("normal"): Minor Error

- any other Error causing a minor loss of service. Includes without limitation, any flaws without severe effect on the processing; or
- lack of convenience, which do not lead to a significant loss of time.

(d) Severity 4 ("low"): Usage Question

(i) Any other errors;

(ii) Includes without limitation, any flaws without severe effect on the processing; or

(iii) lack of convenience, which do not lead to a significant loss of time.

4.3 Unless expressly agreed in the Order Form, times outside of ArangoDB's Business Hours are excluded from the calculation of Response Times and the Response Time is extended accordingly.

5. Cooperation Obligations of Client

5.1 Client has to proceed as follows to report and categorize Support Requests:

(a) If an Error occurs, Client will send a request to ArangoDB regarding its repair by means of the ticket system provided. In doing so, Client first has to categorize the Error in accordance with the severity level defined in Sec. 4.2 of these Support Terms. Consequently, ArangoDB will, on the basis of Client's information, forward the request to the individual responsible for evaluation. After evaluation and verification of the categorization, if ArangoDB was able to successfully reproduce the Error, it will undertake commercially reasonable efforts to fix the Error, and Client will receive a confirmation note according to Sec. 4.1 of these Support Terms.

(b) If the categorization of a Client-submitted Error is in ArangoDB's reasonable opinion of a lower category than reported by Client and if Client previously selected the wrong category at least three times, then Client is obliged to reimburse ArangoDB for costs related to the detected Error for false categorization of the Error, and ArangoDB shall have no obligation to respond in the time set out in the Service Level Specification or the terms and conditions of this Agreement.

5.2 Client must use the provided ticket system and adhere to the advice given by ArangoDB regarding the description, limitation, determination and reporting of possible issues (including Errors).

5.3 Unless otherwise agreed upon in the Order Form Client has to specify its Error reports and questions as detailed as possible. In particular, Client has to communicate at least one and a maximum of three qualified employees (**"Technical Contact"**) responsible to determine and decide on Errors, functional enhancements, functional reductions as well as changes of the ArangoDB Offering structure and may handle the entire communication with ArangoDB regarding technical issues. Should the Technical Contact or their contact information change, Client is obliged to inform ArangoDB accordingly without undue delay. Client may change no more than one Technical Contact per calendar quarter.

5.4 Client grants ArangoDB access to the ArangoDB Offering via telecommunication and ensures that the necessary prerequisites (such as configuration of the firewall, etc.) for such access are met. The connections necessary for this purpose will be established by ArangoDB. ArangoDB will only access the system via the user who runs the ArangoDB Offering in Client's system environment.

6. Technical Contacts

6.1 Technical Contacts must have at a minimum, initial basic understanding and knowledge of the ArangoDB Offering and they must be knowledgeable about the environment the ArangoDB Offering runs on, in order to help resolve system issues and to assist ArangoDB in analyzing and resolving Support Requests.

6.2 When submitting a Support Request, the Technical Contact must have a baseline understanding of the problem that is being encountered and an ability to reproduce the problem in order to assist ArangoDB in diagnosing and triaging the problem.

7. Consulting and Training Services

The following provisions shall apply to all Training and Consulting Services (defined below) agreed between ArangoDB and Clients according to the Order Form.

8. Scope of Consulting and Training Services

8.1 ArangoDB provides Client with services regarding training and/or consulting (hereinafter referred to as **"Training and Consulting Services"**) as conclusively specified in the Order Form.

8.2 All Training and Consulting Services provided by ArangoDB will be rendered via electronic communications as specified in the Order From, unless expressly agreed, at Client's premises or at a location of Client's choice ("**On-Site Services**").

8.3 With respect to the On-Prem Product, Client may purchase training and consulting credits ("**Credits**") from ArangoDB. Credits may be used by Client to request Training and Consulting Services from ArangoDB in accordance with these Terms. Credits must be used within the term agreed in the Order Form for the respective Credits ("**Credit Term**"). If Client does not request Training and Consulting Services within the Credit Term, the Credits expire. Payment for Credits shall be due upon signature of the Order Form for the respective Credits.

8.4 ArangoDB shall have sole discretion in providing Training and Consulting Services. The relationship of ArangoDB (and its employees) to Client will be that of an independent contractor and nothing in the Agreement between ArangoDB and Client shall be construed to create any employment, agency, partnership, or joint venture relationship between the parties.

8.5 ArangoDB may employ, subcontract, or otherwise engage qualified employees, freelancers or other sub-contractors to perform any and all services under this Agreement.

9. Training Services

9.1 Training services owed by ArangoDB shall convey know-how with respect to the use of the software and explain technical features to the training participants. Due to the versatile components of the ArangoDB Offering and the numerous use-cases, training contents may not cover all relevant aspects of the ArangoDB Offering exhaustively. Training contents, methods and personnel are solely chosen by ArangoDB, which may include Client's wishes.

9.2 Unless agreed otherwise, ArangoDB does not owe any additional support services connected with the ArangoDB Offering to the Client.

9.3 If a scheduled training session cannot take place at all or in time on the part of ArangoDB, ArangoDB will immediately notify Client and the Parties will agree on an alternative date for the training session.

10. Consulting Services

10.1 ArangoDB shall render the Consulting Services as specified in the respective Order.

10.2 ArangoDB will undertake commercially reasonably efforts to assist Client in the analysis and improvement of Client's use of the ArangoDB Offering according to the respective Order Form using an ArangoDB employee or contractor.

10.3 Consulting services include ArangoDB's commercially reasonable efforts to assist Client in achieving its goals. However, ArangoDB does not warrant any actual results.

10.4 If a scheduled consulting session cannot take place due to ArangoDB, it will immediately notify Client and the Parties will agree on an alternative date for the consulting session.

11. Client's Obligations

11.1 Client shall provide all information, documents and infrastructure required for ArangoDB to perform its Training and Consulting Services, including but not limited to:

(a) a written description of Client's use case and desired goal of the Training and Consulting Services;

(b) an appropriate IT-infrastructure required for the services;

(c) the communication-software specified by ArangoDB for Client's use;

(d) suitable rooms for the agreed period, if an On-Site Service is agreed; and

(e) the installation of software required for the training and which will be provided in advance by ArangoDB.

11.2 Client shall provide ArangoDB with all necessary information for the performance of the Training and Consulting Services and shall inform ArangoDB on all events related to ArangoDB's performance of such services.

11.3 Client is responsible for the undisturbed and continual presence of the infrastructure as specified in the respective Order Form, Software Documentation or Technical Documentation. In the event that technical problems occur during the Services that lead to a delay of time and therefore to additional costs, Client shall pay the additional costs according to the payment agreed in the respective Order Form if ArangoDB is not responsible for the technical problems. Client cannot make any claims for unfinished services to be rescheduled if services are not finished due to such technical problems beyond ArangoDB's responsibility.

11.4 If any scheduled meetings, training or consulting sessions (together hereinafter referred to as **"Session"**) cannot take place at all or in time on the part of the Client, Client will immediately notify ArangoDB about the causal circumstances and reasons. Client will inform ArangoDB at least 48 hours before the commencement of Session. Client will bear the costs of ArangoDB for travels or cancellations thereof. Client shall reimburse ArangoDB any damages suffered from the cancellation or delay provided that Client is responsible for the circumstances leading to the cancellation or delay of the respective Session. This also applies in the event that the cancellation or delay is caused by a third party for which Client is responsible.

12. End of Life Policy

ArangoDB only provides Support for the Stable versions of the ArangoDB Offering. For a major release (eg. X.y.z) Support will be in effect for a period of at least eighteen (18) months after a major release date and at least twelve (12) months after a minor release (x.Y.z) date. In addition, ArangoDB will support the last minor release of the previous major release for a period of at least twelve (12) months after the release date of the minor release. As part of Support Services, ArangoDB may provide updates to the ArangoDB Offering.

Annex A to ArangoDB Offering Support Terms

Support Services

Service Level	Silver*	Gold	Platinum

Support Hours	EST Business Hours	24x7	24x7
Response Time for Requests:			
Critical	2 hours	2 hours	1 hour
High	4 hours	4 hours	2 hours
Normal	12 hours	8 hours	4 hours
Low	24 hours	24 hours	24 hours
Number of Support Tickets	unlimited	unlimited	unlimited
Support contacts	3 (ticket system)	5 (ticket system)	10 (ticket system)
Technical alerts	✓	✓	✓
Hotfixes	✓	✓	✓
Priority Production Support Calls	✕	✓	✓
Annual Check in with Experts	✕	✓	✓
Professional Services Training (2 Days) includes: ◦ **Operations** ◦ **Administration** ◦ **Basic AQL & Data Modeling**	✕	✓	✕
Professional Services Training (5 Days) includes: ◦ **Operations** ◦ **Administration** ◦ **Basic AQL & Data Modeling**	✕	✕	✓
Customer Success Management (CSM): a designated account manager with technical knowledge who serves as Customer's primary point of contact and facilitates communication regarding Customer questions and concerns	✕	✓	✓
Upgrade Support & Monitoring Readiness Check	✕	✕	✓
Expert Sessions (12 Hours Annually)	✕	✕	✓
PS–Go-Live Readiness Check	✕	✕	✓

* All response times are within the Business Hours only.