CUSTOMER TERMS AND CONDITIONS

These Customer Terms and Conditions (the "**T&Cs**") of Tetra CA PBC, a Delaware public benefit corporation ("**Tetra CA**"), govern every Order Form between Tetra CA and the customer identified in that Order Form (the "**Customer**"). "**Order Form**" means any order form, quote, proposal, statement of work, online or electronic order, registration, subscription, or acceptance screen or flow, or other ordering document, in any form or medium, that refers to these T&Cs and by which Customer orders the Software or Services, whether signed or accepted, executed, or completed online, electronically, by click-through, through a marketplace or other self-service channel, or by payment, together with any amendment or addendum to it. Each Order Form, together with these T&Cs and Exhibit A (Pilot Period Terms), forms a separate agreement between Tetra CA and Customer (the "**Agreement**"). Acceptance of an Order Form, or Customer's ordering, purchase, download, installation, or use of the Software or Services, constitutes Customer's unconditional acceptance of the Agreement. The individual accepting the Agreement on behalf of an organization represents that he or she has the right to bind that organization. Any Customer that does not agree to the Agreement must not download, install, access, or use the Software or Services. The Agreement is effective as of the Effective Date stated in the Order Form or, if none is stated, the date Customer first receives access to the Software (the "**Effective Date**"). The Effective Date may be later than the date on which the Agreement becomes binding under Section 12.12. Between that date and the Effective Date, no License is granted, no Fees accrue, and Customer may not install or use the Software.

1. Grant and Reservation of Rights. Subject to Customer's compliance with the terms and conditions of this Agreement and the payment of all applicable Fees set forth in the applicable Order Form, Tetra CA hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right, during the Term, to use the Software and Services solely for Customer's Internal Use, as further specified in Section 11. As used herein: (a) "**Software**" means Tetra CA's proprietary self-hosted SQL and graph database known as TETRAbase, in the edition identified in the Order Form, in machine-readable object code format, together with the Documentation and any Updates, and does not include any other Tetra CA product (including TETRAplex) unless expressly identified in the Order Form; (b) "**Services**" means the support services described in Section 11.11 and the Integration Assistance described in Section 11.12; (c) "**Updates**" means bug fixes, patches, and minor releases that Tetra CA makes generally available to supported customers at no additional charge, and does not include new products, major releases, or separately licensed offerings; (d) "**Authorized Users**" means Customer's employees and contractors who are authorized by Customer to access and use the Software or Services and for whom access has been purchased hereunder; (e) "**Internal Use**" means use of the Software and Services for Customer's current or future internal business operations, including use by Authorized Users acting on Customer's behalf, and does not include the resale, sublicensing, distribution, or commercialization of the Software or the Services; and (f) "**Pilot Period**" means the trial period, if any, specified in the Order Form, beginning on the pilot start date and ending on the pilot end date stated in the Order Form. The Software is licensed, not sold. Except for the rights expressly granted above, Tetra CA and its licensors retain all right, title, and interest in and to the Software and Services and any modifications, derivatives, or improvements thereof, and Customer will have no other right, title, or interest therein, whether express or implied. All rights not expressly granted to Customer are reserved by Tetra CA and its licensors. There are no implied rights, and no rights are granted by implication, waiver, estoppel, or otherwise.

2. Restrictions. Customer will use, and will cause each of its Authorized Users to use, the Software and Services solely and exclusively in accordance with the terms and conditions of this Agreement and Tetra CA's then-current user guides, release notes, and technical specifications for the Software or the Services, as applicable (the "**Documentation**"). Without limiting the foregoing, Customer shall not, and shall not permit any third party to:

(a) assign, sublicense, sell, resell, lease, rent, lend, distribute, publish, transfer, host, or otherwise make available or commercially exploit the Software, in whole or in part, to or for any third party, whether

on a standalone basis or embedded in, bundled with, or incorporated into any product, application, device, or service;

(b) permit access to or use of the Software by or for any third party, including any so-called "service bureau" use, commercial time-sharing, rental, outsourcing, hosting, managed service, or "as-a-service" arrangement, or use in the performance of services for a third party;

(c) expose, or permit any third party to access, any query interface, console, endpoint, driver connection, or application programming interface of the Software, whether directly or through an intermediary application;

(d) decompile, disassemble, reverse engineer, decrypt, or otherwise attempt to derive or reconstruct the source code, algorithms, data structures, file formats, or architectural mechanisms of the Software;

(e) perform static analysis, dynamic inspection, memory extraction, binary instrumentation, or any similar technique for the purpose of isolating, uncovering, or recreating Tetra CA's mechanism for converting entity types into integer values, encoding data into matrices, or performing graph traversals via linear algebra execution paths;

(f) reproduce (except as reasonably necessary to use the Software as permitted herein), copy, modify, adapt, translate, or create derivative works of the Software, the Documentation, or its proprietary binary file format;

(g) use the Software to develop, train, test, benchmark for competitive purposes, or enhance any competing database, data platform, or database-as-a-service offering, or any product functionally similar to the Software;

(h) publish any technical description of the Software's internal architecture, mathematical methods, or file formats beyond descriptions published by Tetra CA;

(i) modify, alter, share, forge, circumvent, or attempt to bypass any License Key, capacity limit, or technical restriction in the Software;

(j) remove, alter, or obscure any proprietary, copyright, trademark, or confidentiality notice; or

(k) use the Software in violation of applicable law, including Export Control and Sanctions Laws;

(l) use the Software, or any output, benchmark data, or documentation relating to the Software, to train, fine-tune, or improve any machine learning or artificial intelligence model; or

(m) permit or assist any third party to do any of the foregoing.

Notwithstanding the foregoing, Customer may permit a contractor or integrator to operate the Software solely on Customer's behalf and for Customer's Internal Use. Customer is responsible for each contractor's and integrator's compliance with this Agreement.

As used herein, "**License Key**" means the cryptographically signed digital file or credential issued by Tetra CA that validates and enforces Customer's entitlement to install and execute the Software, and which may limit, condition, or disable the Software, or any of its features or capabilities, by reference to the Licensed Capacity, the Term, the features, editions, modules, or capabilities of the Software Customer is entitled to use, a designated machine, node, or environment identifier, or any other parameter specified in the Order Form. Each License Key is a single, non-transferable pass to install and execute the Software and expires at the end of the Term. Customer shall keep all License Keys and access credentials confidential and shall be fully responsible for all acts and omissions of its Authorized Users and personnel; any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer will promptly notify Tetra CA in writing if it becomes aware of any actual or suspected unauthorized access to, use, copying, or disclosure of the Software, any License Key, or any other Tetra CA Confidential Information, and will fully cooperate with Tetra CA, at Customer's expense, in investigating and remedying the same. Without limiting any of its other

rights or remedies, Tetra CA reserves the right to immediately suspend access to the Software or Services and to revoke License Keys if Tetra CA reasonably believes that Customer has violated this Section 2, in which case Tetra CA shall provide Customer prompt written notice of such suspension. Any breach of this Section 2 constitutes a material breach of this Agreement**.**

3. Intellectual Property Rights. Tetra CA and its licensors own and retain all right, title, and interest, including all patent, copyright, trade secret, trademark, and other intellectual property rights, in and to the Software, the compiled binary, its source code, the Documentation, the Services, and all improvements, modifications, derivative works, and Updates thereof, whether or not made at Customer's suggestion or request and whether or not created in the course of performing any Services. The Software is, and will continue to be, in its entirety, the sole property of Tetra CA or its licensors, as applicable. Customer acknowledges that it receives only a limited license right, acquires no ownership interest in the Software or the Services, and that the Software incorporates highly valuable trade secrets of Tetra CA, the unauthorized use or disclosure of which would cause Tetra CA substantial and irreparable harm. Customer will not take, or permit any third party to take, any action inconsistent with Tetra CA's ownership of the foregoing, including contesting or challenging the validity or ownership of any Tetra CA intellectual property right, or filing or prosecuting any application for registration of any intellectual property right that is based on or derived from the Software.

As between the parties, Customer retains all right, title, and interest in and to Customer Data and Customer Materials. As used herein, (a) "**Customer Data**" means any data, content, or materials that Customer or its Authorized Users upload, submit, or otherwise make available to the Software or Services, or that Customer provides to Tetra CA in connection with any Services, and (b) "**Customer Materials**" means any materials, tools, systems, data, or information owned or licensed by Customer and provided to Tetra CA for use in connection with the Services, and includes Customer Data. Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides Tetra CA with any feedback or suggestions regarding any services provided herein, including potential improvements or changes thereto (collectively, "**Feedback**"), the Feedback shall not be considered Confidential Information of Customer, and Tetra CA may use, disclose and exploit the Feedback in any manner it chooses.

4. Fees and Payment. Customer will pay Tetra CA the then-applicable fees provided in the Order Form (collectively, the "**Fees**"). If the Order Form so specifies, the Fees for the entire Term are payable in full in advance. Otherwise, unless the Order Form specifies monthly payment, the annual Fees are invoiced annually in advance. Customer will pay each invoice within thirty (30) days after Tetra CA's delivery of the applicable invoice. If the Order Form specifies monthly payment, Customer will pay, monthly in advance, one-twelfth (1/12) of the annual Fees plus a ten percent (10%) installment charge. Monthly payment is an installment arrangement only: it does not shorten the Term, create a month-to-month subscription, or permit Customer to cancel before the end of the then-current Term, and Customer remains liable for all installments for the full Term. Customer provides payment details, or agrees invoicing arrangements, on signing. Payment details may include a credit card, debit card, ACH or bank account, or other payment method Tetra CA accepts. Where Customer provides payment details, Customer authorizes Tetra CA, directly or through its third-party payment processor, to charge that payment method for all Fees when due, including (a) the first charge following the end of any Pilot Period or free period specified in the Order Form, (b) each recurring annual or monthly charge, and (c) any overage or Class change charge under Section 11.2, in each case without further notice or approval. This authorization continues for the Term unless Customer replaces the payment method or terminates in accordance with this Agreement. Customer will keep its payment details current and complete. If a charge is declined or reversed, Customer will pay the amount by another method within ten (10) days, and the amount is treated as overdue. Tetra CA may pass through any card processing or surcharge fee to the extent permitted by applicable law and the applicable card network rules. Customer will not dispute or charge back any undisputed charge made in accordance with this Agreement, and any such chargeback is a material breach. All payments under this Agreement will be payable in United

States Dollars, without setoff, counterclaim, or deduction of any nature. All Fees are stated exclusive of, and will be paid without deduction for, any withholding tax. If Customer is required by law to withhold any tax from a payment, Customer will increase the amount paid so that Tetra CA receives the full amount it would have received absent such withholding. All amounts not subject to a reasonable, good-faith dispute that are not paid when due will incur interest until paid in full at the lesser of one and one-half percent (1.5%) per month or the maximum legal rate allowed by applicable law, together with Tetra CA's reasonable costs of collection. In addition to the Fees, Customer will be responsible for any sales tax, value-added tax, excise taxes, consumption taxes, tariffs, duties, and other governmental charges, however designated, except for taxes on Tetra CA's net income. Tetra CA may increase the Fees, the Support Fee, and the Standard Rate for any renewal period by up to five percent (5%) each, on written notice given at least sixty (60) days before that renewal period begins. A move to a different Class under Section 11.2 is not an increase for this purpose. Without limiting any of its other rights or remedies, Tetra CA may suspend access to the Software or Services if any undisputed amount is more than fifteen (15) days overdue following written notice to Customer.

5. Verification and Audit.

5.1. On Tetra CA's written request, Customer will confirm in writing the actual scope of its use of the Software and Services, including all deployment locations, the number of Instances, and the number of nodes and edges stored in each Licensed Instance.

5.2. Customer agrees to maintain complete and accurate records sufficient to verify its compliance with this Agreement and the amounts due hereunder during the Term and for a period of two (2) years thereafter. Tetra CA may, at its own expense, on reasonable prior written notice and not more than once per calendar year, inspect and audit such records during Customer's normal business hours, either itself or through an independent third party bound by confidentiality obligations. Tetra CA will conduct any audit in a manner that does not unreasonably interfere with Customer's business operations, and Customer will provide the cooperation and access to records and personnel reasonably necessary for Tetra CA to conduct the audit.

5.3. If any verification or audit reveals use exceeding the licensed scope or an underpayment of Fees, Customer will promptly pay the additional Fees for the entire period of excess use or underpayment, within thirty (30) days of invoice, together with interest in accordance with Section 4. Customer will additionally reimburse Tetra CA's reasonable costs of the audit if the audit determines that Customer's excess use or underpayment equals or exceeds five percent (5%) for any period audited.

5.4. Tetra CA's rights under this Section 5 survive for two (2) years following expiration or termination of this Agreement, and are in addition to the usage certification in Section 11.7 and to any other rights or remedies available to Tetra CA.

6. Confidentiality.

6.1. Definition. "**Confidential Information**" means information that is disclosed by either party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, including information regarding a party's technology, intellectual property, source code, software, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, current or future business plans, and other business and technical information. In addition, (a) the terms and conditions of this Agreement shall be deemed Confidential Information of both parties, and (b) the Software (including the compiled binary, its proprietary file format, and its internal mathematical architecture), the Documentation, License Keys, and benchmark source data shall be deemed Confidential Information and trade secrets of Tetra CA, regardless of whether they are labeled or identified as confidential, or would reasonably be considered confidential.

6.2. Exclusions. "Confidential Information" shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure.

6.3. Obligations. Each party agrees that it will (a) not disclose the other party's Confidential Information to any third party other than as permitted in Section 6.4; (b) use the other party's Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other party's Confidential Information only to those of its employees, Affiliates, and independent contractors who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Section 6; and (d) protect all Confidential Information of the other party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. The obligations in this Section 6 survive the expiration or termination of this Agreement for so long as the applicable Confidential Information remains confidential and, with respect to any Confidential Information that constitutes a trade secret, for so long as such information remains a trade secret under applicable law. As used herein, "**Affiliate**" of an entity means any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such entity, and "**Control**" over an entity means (i) owning fifty percent (50%) or more of the voting securities or other ownership interests of the entity, or (ii) having the power to direct the management or policies of the entity.

6.4. Permitted Disclosures. Notwithstanding Section 6.3, this Section shall not prohibit: (a) a party from disclosing Confidential Information of the other party to the extent required by applicable law, rule, or regulation (including a court order or other government order), provided that such party provides the other party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other party to seek confidential treatment thereof; or (b) a party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors, or acquirers, provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Section 6 and are permitted to use such information only for the purpose of advising, lending or providing financing to, or investing in or acquiring, such party.

6.5. Return of Confidential Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will, as promptly as possible following receipt of a written request by the Disclosing Party or upon the expiration or termination of this Agreement, return to the Disclosing Party, or destroy or erase, the Disclosing Party's Confidential Information in tangible form, and certify such destruction in writing upon request; provided that (a) the Receiving Party may retain a copy of the Disclosing Party's Confidential Information solely for the purposes of tracking its rights and obligations hereunder, (b) the Receiving Party may retain copies subject to automatic server backup, provided that it has used commercially reasonable efforts to return or destroy such Confidential Information, (c) the Receiving Party may retain copies solely to the extent required by law or by applicable professional standards, and (d) the Receiving Party may retain Confidential Information solely to the extent reasonably necessary to exercise rights or perform obligations under this Agreement that survive termination. Any retained Confidential Information remains subject to this Section 6**.**

6.6. Equitable Relief. Each party acknowledges that breach of this Section may cause irreparable harm for which monetary damages are inadequate, and the Disclosing Party is entitled to seek equitable relief, including injunction, without the requirement of posting a bond or proving actual damages.

7. Representations and Warranties.

7.1. Mutual Warranties. Each party represents and warrants that: (a) it has the full right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) the execution, delivery, and performance of this Agreement by it does not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (c) it is in compliance with all applicable laws and regulations relating to this Agreement.

7.2. Software Warranty. For ninety (90) days after the date on which the Fee first becomes payable (following the end of any Pilot Period), Tetra CA warrants that the Software will perform substantially in accordance with the Documentation. This warranty does not apply during any Pilot Period; Exhibit A governs warranties for the entire Pilot Period. Notwithstanding the foregoing, Tetra CA makes no representation or warranty of any kind with respect to any Software or Services that do not include all Updates made available by Tetra CA.

7.3. Sole Remedy. Customer's sole and exclusive remedy for breach of Section 7.2 is, at Tetra CA's option and expense: (a) correction of the non-conformity; or (b) refund of the Fees paid for the unexpired portion of the then-current Term and termination of the applicable license.

7.4. Excluded Claims. Tetra CA will have no obligation under Section 7.2, and the warranties in this Agreement will not apply, to the extent any non-conformity, Claim, or Loss arises out of: (a) use of the Software or Services in a manner inconsistent with this Agreement, the Documentation, or any other written instructions made available by Tetra CA to Customer; (b) modification of the Software by any individual or entity other than Tetra CA; (c) any combination of the Software with any materials, including any hardware or software, not supplied or approved by Tetra CA; (d) any failure by Customer to install or incorporate Updates or upgrades that would have avoided the non-conformity or alleged infringement, or Customer's use of any release that does not include all Updates made available by Tetra CA; (e) Customer Materials; (f) Tetra CA's compliance with Customer's designs, specifications, requests, or instructions; (g) Customer's operating environment (including any air-gapped operation under Section 11.5), hardware, network, or third-party software or services, or any failure of Customer's environment to meet the System Requirements set forth in Section 11.3; or (h) any Software or Services provided on an evaluation, trial, pre-release, or beta basis ((a) through (h), collectively, any "**Excluded Claims**").

7.5. Disclaimer. THE EXPRESS LIMITED WARRANTIES IN THIS SECTION 7 ARE IN LIEU OF, AND Tetra CA AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM, ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND SATISFACTORY QUALITY, AND THEIR ANALOGS UNDER THE APPLICABLE LAWS OF ANY JURISDICTION, AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THESE DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Tetra CA MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE OR SERVICES WILL OPERATE UNINTERRUPTED, ERROR-FREE, OR SECURELY, THAT THEY WILL MEET CUSTOMER'S REQUIREMENTS, OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE THEREOF. TETRA CA MAKES NO REPRESENTATION, WARRANTY, COMMITMENT, OR GUARANTEE AS TO ANY PERFORMANCE, LATENCY, THROUGHPUT, MEMORY, CAPACITY, INFRASTRUCTURE COST, OR TOTAL COST OF OWNERSHIP OUTCOME. ANY BENCHMARK, MEASUREMENT, MODEL, OR PROJECTION PROVIDED BY TETRA CA, WHETHER BEFORE OR AFTER THE EFFECTIVE DATE, IS A STATEMENT OF WHAT WAS OBSERVED UNDER THE CONDITIONS STATED, IS NOT A PREDICTION OF CUSTOMER'S RESULTS, AND DOES NOT FORM PART OF THIS AGREEMENT.

7.6. Pre-Release and Beta Software. Any Software or Services provided on a pre-release or beta basis are subject to the terms of Exhibit A, which govern Customer's use of such Software or Services in the

same manner as they govern a Pilot Period, for so long as such Software or Services are provided on a pre-release or beta basis.

7.7. Third-Party Components. Tetra CA may provide or make available third-party software, services, or materials for use in or with the Software or Services ("**Third-Party Components**"). All use of Third-Party Components is governed by the terms of the applicable third-party license or terms of use, and Tetra CA makes no warranty, and assumes no liability or indemnification obligation, with respect to any Third-Party Component.

8. Indemnification.

8.1. Tetra CA will defend, indemnify, and hold harmless Customer and its Affiliates, and each of their officers, employees, successors, and assigns (each, a "**Customer Indemnified Party**") from and against any and all damages, liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "**Losses**"), based upon a claim, suit, action, or proceeding (each, a "**Claim**") brought against a Customer Indemnified Party by a third party that arises out of the actual or alleged infringement by the Software as provided by Tetra CA and Customer's use thereof in accordance with this Agreement and the Documentation.

8.2. Tetra CA will not be required to indemnify, defend, or hold harmless any Customer Indemnified Party for any Claims or Losses to the extent arising out of any Excluded Claim, Customer's breach of this Agreement, or Customer Materials**.**

8.3. If the use of the Software is enjoined or, in Tetra CA's sole and absolute judgment, is likely to be enjoined, based upon a Claim of infringement of a third party's intellectual property rights, Tetra CA shall, at Tetra CA's election in its sole and absolute discretion and expense: (a) procure for Customer the right to continue using the Software; (b) replace the Software with an equivalent non-infringing product, or modify the Software so that it becomes non-infringing, in each case without material loss of functionality; or (c) if neither (a) nor (b) is available on commercially reasonable terms in Tetra CA's judgment, terminate the affected license upon written notice to Customer and refund prepaid Fees for the unused portion of the then-current Term. Sections 8.1 through 8.3 state Tetra CA's entire liability and each Customer Indemnified Party's sole and exclusive remedy for any Claim of infringement or misappropriation of intellectual property rights**.** Tetra CA's obligations under Section 8.1 are further conditioned upon Customer promptly notifying Tetra CA of the Claim, granting Tetra CA sole control of the defense and settlement, and providing reasonable cooperation.

8.4. Customer will defend, indemnify, and hold harmless Tetra CA and its Affiliates, and each of their officers, employees, successors, and assigns (each, a "**Tetra CA Indemnified Party**") from and against any and all Losses based upon a Claim brought against a Tetra CA Indemnified Party by a third party that (a) is an Excluded Claim, (b) arises out of Customer's breach of this Agreement or of applicable law (including Export Control and Sanctions Laws), or (c) arises out of Customer Data or Customer Materials.

8.5. The indemnified party will promptly notify the indemnifying party of any Claim requiring indemnification; provided that if the indemnified party fails to promptly notify the indemnifying party, this will only affect the indemnifying party's obligations to the extent the indemnified party's failure materially prejudices the indemnifying party's ability to defend the Claim. The indemnifying party will undertake the sole and complete defense of any such Claim, but the indemnified party will have the right to participate in the defense of such Claim with counsel of its own choosing and at its own expense. The indemnifying party will have the right to settle the Claim; *provided*, *however*, that it will not, without the prior written consent of the indemnified party, agree to a settlement of any Claim which creates any obligation or admission of wrongdoing on the part of or on behalf of the indemnified party (other than to cease using any infringing materials). The indemnified party will reasonably cooperate with the indemnifying party, at the indemnifying party's cost, in the defense and settlement of the Claim**.**

9. LIMITATION OF LIABILITY. IN NO EVENT WILL Tetra CA BE LIABLE UNDER THIS AGREEMENT FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES ON ANY THEORY OF LIABILITY. THE FOREGOING LIMITATIONS APPLY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF Tetra CA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES**.**

IN NO EVENT WILL Tetra CA'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO Tetra CA UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS CAP DOES NOT APPLY TO ANY PILOT PERIOD; THE CAP IN EXHIBIT A APPLIES INSTEAD FOR THE ENTIRE PILOT PERIOD. THE FOREGOING LIMITATIONS DO NOT APPLY TO, AND CUSTOMER'S LIABILITY IS NOT LIMITED WITH RESPECT TO, ANY OF CUSTOMER'S OBLIGATIONS OR LIABILITIES UNDER THIS AGREEMENT.

THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, AND THE FEES CHARGED REFLECT THIS ALLOCATION OF RISK. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN THE ABSENCE OF THESE LIMITATIONS THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT AND TETRA CA'S ABILITY TO OFFER, AND CUSTOMER'S ABILITY TO OBTAIN, THE SOFTWARE AND SERVICES UNDER THIS AGREEMENT WOULD BE IMPAIRED.

10. Term and Termination.

10.1. Subject to earlier termination as provided below, this Agreement is for the initial term specified as the Term Length in the Order Form (the "**Initial Term**") and shall be automatically renewed for additional periods of the same duration as the Initial Term (the Initial Term together with all renewal periods, collectively, the "**Term**"), unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the end of the then-current Term. If the Order Form specifies a Pilot Period, the Pilot Period is the first part of the Initial Term and Exhibit A applies for the entire Pilot Period. When the Pilot Period ends, Exhibit A ceases to apply, and for the remainder of the Term the Software and Services are provided under these T&Cs and the Order Form, including Sections 7.2 and 9, without further action by either party.

10.2. Either party may terminate this Agreement for material breach that remains uncured thirty (30) days following receipt of written notice specifying the breach, or immediately upon written notice where the material breach is not capable of cure. Notwithstanding the foregoing, Tetra CA may terminate this Agreement, or any Order Form, immediately upon written notice for any non-payment that remains uncured fifteen (15) days following written notice.

10.3. A party may terminate this Agreement with immediate effect by giving written notice to the other party, and without incurring any liability towards the other party, if the other party: (a) becomes or is likely to become insolvent, is adjudicated bankrupt, voluntarily or involuntarily files a petition for bankruptcy or a suspension of payments, makes an assignment for the benefit of creditors, or takes any other step with a view to a general readjustment or rescheduling of its indebtedness, and such judgment, assignment, or incapacity is not revoked within sixty (60) days; (b) is dissolved, liquidated, wound up, or discontinued, or a decision is taken in this respect; or (c) where termination is required to comply with applicable Export Control and Sanctions Laws**.**

10.4. Upon the expiration or termination of this Agreement for any reason: (a) all licenses and access rights granted hereunder terminate immediately, and Customer will immediately cease all use of the Software and Services; (b) Customer will uninstall and permanently delete all copies of the Software,

including backup and archival copies, and an authorized officer of Customer will certify such deletion in writing to Tetra CA within thirty (30) days; (c) License Keys will be revoked or allowed to expire; (d) Customer will pay Tetra CA any and all invoiced amounts outstanding, along with any additional amounts not covered by an outstanding invoice for Software or Services provided prior to the expiration or termination, which amounts become immediately due and payable; and (e) each party will return or destroy the Confidential Information of the other party in accordance with Section 6.5.

10.5. This Section 10.5 and the rights and obligations of the parties under Sections 2, 3, 4, 5, 6, 7.4, 7.5, 7.6, 7.7, 8, 9, 10.4, 11.6, and 12, and any rights and obligations under this Agreement which, by their terms, are intended to survive expiration or termination, will remain in effect**.**

11. On-Premises Software License Terms.

11.1. Grant. Subject to the terms and conditions of this Agreement and payment of the applicable Fees, Tetra CA hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license, during the Term, to install and operate each Licensed Instance of the Software as provided by Tetra CA in machine-readable object code format, on hardware owned or controlled by Customer, solely for Customer's Internal Use, and limited to the Licensed Capacity of that Licensed Instance. Each additional Instance requires its own license. This license is only to the executable object code of the Software and does not extend to any source code. Unless other users are expressly identified as Authorized Users in the Order Form, only employees and contractors of Customer may access or use the Software, and Customer shall comply with any additional restrictions or limitations set forth in the applicable Order Form. This license confers no right to distribute, embed, bundle, resell, or otherwise make the Software available to any third party, whether standalone or as a component of any other product, application, device, or service. Distribution, embedding, and OEM arrangements are outside the scope of this Agreement and require a separate written agreement with Tetra CA.

11.2. Licensing Metric; Classes; Overage.

(a) *Instances.* "**Instance**" means one running installation of the Software, and a replica is an Instance. "**Licensed Instance**" means an Instance identified in an Order Form. Each Licensed Instance is licensed separately at its own Class, and counts are not aggregated across Instances.

(b) *Metric.* The Software is licensed by nodes and edges. A node is a discrete entity stored in a Licensed Instance; a row stored through the relational interface is one node. An edge is a stored relationship between nodes; a foreign key relationship stored through the relational interface is one edge. Properties and columns are not nodes or edges and are never counted. Nothing else is metered: not queries, cores, memory, storage, or users.

(c) *Class.* "**Class**" means the pricing tier stated in the Order Form for a Licensed Instance, and the maximum nodes and edges included in that Class is its "**Licensed Capacity**".

(d) *Count.* From such time as the Software is able to report it, the number of nodes and edges reported by the Licensed Instance itself, as described in the Documentation, governs for all purposes; until then, the count is as certified under Section 11.7. Tetra CA will not change the method by which the Software counts nodes and edges in any way that increases Customer's count for so long as this Agreement is in force.

(e) *Notices; no interruption.* Tetra CA will notify Customer when a Licensed Instance reports, or for an air-gapped Licensed Instance Customer certifies, a count at eighty percent (80%), and at one hundred percent (100%), of its Licensed Capacity. These notices are a courtesy, and failure to give one does not waive any overage or Class move. Exceeding the Licensed Capacity is not a breach, and Tetra CA will not disable, suspend, or throttle the Software on account of it.

(f) *Overage and Class moves.* For each calendar month in which the highest number of nodes and edges stored in a Licensed Instance exceeds its Licensed Capacity, overage accrues at the overage rate for its Class stated in the Order Form. Where, in any calendar month, one twelfth of the annual Fee for the Class plus the overage accrued for that month equals or exceeds one twelfth of the annual Fee for the next Class, the Licensed Instance moves to that next Class with effect from the first day of the following month, Customer pays the difference between the annual Fees for the two Classes, pro-rated for the whole months remaining in the Term, and the Order Form is deemed amended accordingly. If, within thirty (30) days of Tetra CA's notice of the move, the count falls below the level that triggered it, Tetra CA will reverse the move and credit the pro-rated difference, and overage resumes. A move may be reversed only once in any Term.

(g) *Voluntary step-up.* Customer may move a Licensed Instance to a higher Class at any time on written notice, on the pro-rated basis in paragraph (f).

(h) *Moving down.* At each renewal, the Class for the renewal period is the lowest Class whose Licensed Capacity contains the count on the renewal date.

(i) *Above highest Class.* Use above the Licensed Capacity of the highest Class is priced by quotation. Until a quotation is agreed, overage under paragraph (f) accrues at the overage rate for the highest Class, and no Class move occurs.

(j) Customer acknowledges that attempting to bypass or override any capacity measurement or License Key constitutes a material breach of this Agreement.

11.3. CPU and System Requirements. Customer is responsible, at its own expense, for providing and maintaining an operating environment that meets or exceeds the minimum system requirements for the Software, including the minimum and supported processor architectures, instruction set extensions, logical core counts, disk throughput, and operating system versions, in each case as set forth in the Documentation and in any minimum system requirements stated in the Order Form (collectively, the "**System Requirements**"). Customer acknowledges that the performance of the Software is a function of available processor throughput and disk input and output, and that deploying the Software in an environment that does not meet the System Requirements may materially degrade performance or prevent the Software from operating. Tetra CA makes no representation, warranty, or service level commitment, and has no support or other obligation, with respect to any deployment of the Software in an environment that does not meet the System Requirements. Tetra CA may update the System Requirements from time to time in connection with any Update or new release, provided that Tetra CA will not materially increase the System Requirements for a release during the then-current Term without Customer's consent.

11.4. Delivery. Tetra CA will deliver the Software in the manner and media it designates, which may include electronic download, tangible media, or offline container images for air-gapped environments. In order to install and use the Software, Customer is responsible at its own expense for its own hardware, operating environment, installation, and configuration in accordance with the Documentation and the System Requirements.

11.5. License Keys; Offline Validation; Air-Gapped Instances. The Software validates entitlement offline via a License Key provided by Tetra CA. The Software is designed to execute locally without requiring continuous outbound telemetry or active internet connectivity. Tetra CA reserves the right to include in the Software license key functionality and technical protection measures which may limit, queue, or disable the Software, or any feature or capability thereof, or access thereto, in accordance with this Agreement, and Customer agrees that such functionality does not constitute a defect in, or a breach of any warranty relating to, the Software. Customer shall not modify, alter, share, or attempt to forge a License Key, and shall not install or execute the Software otherwise than in accordance with the License Key issued to it. Each License Key expires at the end of the Term, and upon expiration or termination of the applicable

License Key Customer's right to install and execute the Software ceases and the Software may cease to operate.

Where an Order Form designates a Licensed Instance as air-gapped: (a) that Licensed Instance makes no outbound connection to Tetra CA, and Customer acknowledges and agrees that it alone controls the environment in which that Licensed Instance operates and is solely responsible for all Customer Data in it; (b) Tetra CA will issue a License Key bound to that Licensed Instance and its Class, and will deliver it, any replacement License Key (including on a change of Class or renewal), and Updates by email or other offline means the parties agree; (c) Customer is solely responsible, at its own risk and expense, for the security of that environment and of any transfer media, and for installing each License Key and Update promptly after delivery, and Tetra CA has no responsibility or liability for any loss, interruption, security incident, or other consequence arising from the air-gapped operation of that Licensed Instance; (d) if a License Key expires or the Software ceases to operate because Customer did not install a replacement License Key that Tetra CA delivered, that is not a breach by Tetra CA and Tetra CA has no liability for it; (e) Tetra CA has no support, warranty, or other obligation with respect to any issue that it cannot reproduce or diagnose without access to that environment; (f) in place of any reporting by the Software (including under Sections 11.2(d) and 11.7), Customer will deliver the usage certification under Section 11.7 for that Licensed Instance when its Class is first determined, monthly where overage applies, on each anniversary of the Effective Date, and on Tetra CA's request, the certified count governs for purposes of Section 11.2, Tetra CA may verify it under Section 5, and any understatement is a material breach for which Customer will pay the additional Fees, interest, and audit costs in accordance with Section 5.3; (g) Customer is solely responsible for compliance with Export Control and Sanctions Laws, and any other law or security requirement, in moving the Software into or operating it in any restricted, classified, or controlled environment; (h) on expiration or termination, Customer's obligations under Section 10.4 apply in full to that Licensed Instance; (i) Customer will pay the air-gapped supplement stated in the Order Form, which is invoiced with the Fees and is not reduced by any discount on the Fees; and (j) nothing in this Section 11.5 creates any service level, response time, or delivery time commitment, and Section 9 applies in full.

11.6. Customer Security Obligations. Because the Software executes within Customer's own environment, Customer is solely responsible for the security of that environment and shall, at its own expense: (a) implement and maintain administrative, physical, and technical safeguards that are no less protective than generally accepted industry standards to protect the Software, each License Key, and all Confidential Information of Tetra CA against unauthorized access, use, copying, disclosure, or removal; (b) restrict access to the Software, and to any environment in which it is installed, to Authorized Users who require such access, and maintain unique access credentials for each such individual; (c) store and transmit each License Key in a manner that prevents disclosure to any third party, and not embed any License Key in any application, image, or repository accessible to any third party; (d) maintain access logging and, upon Tetra CA's reasonable written request in connection with a suspected unauthorized use, provide records sufficient to identify the environments and personnel that accessed the Software; (e) apply security patches and Updates made available by Tetra CA promptly following release; (f) maintain industry standard network, endpoint, and physical security controls for each environment in which the Software is installed; and (g) promptly notify Tetra CA in writing upon becoming aware of any actual or suspected unauthorized access to, use of, or disclosure of the Software, any License Key, or any Confidential Information of Tetra CA, and reasonably cooperate with Tetra CA, at Customer's expense, in investigating and remediating the same. Customer is solely responsible for the security, integrity, and backup of all Customer Data residing within its environment, and Tetra CA has no obligation or liability with respect thereto.

11.7. Usage Certification. On each anniversary of the Effective Date, and at any other time upon Tetra CA's written request, an authorized officer of Customer will deliver to Tetra CA a signed written certification confirming the number of Instances Customer operates, the number of nodes and edges stored in each Licensed Instance, all deployment locations, and that such use does not exceed the Licensed Capacity of each Licensed Instance. Customer will install each Update promptly after Tetra CA makes it

available, and in any event within thirty (30) days or as otherwise agreed in writing by the parties, and will not disable, modify, or interfere with any functionality of the Software that measures or records usage. From such time as the Software is able to report the number of Instances Customer operates, and the number of nodes and edges stored in each Licensed Instance, that number will be determined as set forth in the Software and will govern for all purposes. Customer will provide the records of any Licensed Instance on request. Where use exceeds the Licensed Capacity, Section 11.2 applies, and Customer will pay the additional Fees within thirty (30) days of invoice, together with interest in accordance with Section 4. Failure to deliver a certification within thirty (30) days of the applicable date or request is a material breach of this Agreement. This Section 11.7 supplements Section 5 (Verification and Audit).

11.8. Relocation. Customer may relocate or reinstall a Licensed Instance on different hardware or operating environments, including virtualized environments and private cloud infrastructure owned or controlled by Customer, provided that (a) the receiving environment meets the System Requirements, (b) the number of Instances does not exceed the number of Licensed Instances, and (c) Customer requests any replacement License Key required.

11.9. Updates. Updates constitute Software and are subject to this Agreement. Tetra CA has no obligation to provide new products, major releases, or separately licensed offerings. Customer will install each Update made available to it by Tetra CA promptly following release, and Customer acknowledges that Tetra CA's warranty and support obligations are conditioned upon Customer doing so. Customer's continued license rights under this Agreement are conditioned on Customer's continued payment of all Fees; nothing in this Agreement grants any perpetual or irrevocable right to use the Software following expiration or termination of the Term.

11.10. No Availability Commitment. Because the Software executes on Customer's hardware, Tetra CA makes no uptime, availability, or service level commitment with respect to on-premises deployments.

11.11. Support. Standard support is included in the Fee and consists solely of the support described in the Documentation, as updated by Tetra CA from time to time. Premium support is available only where elected in an Order Form, for the fee stated in the Order Form (the "**Support Fee**"), and consists of the premium support described in the Documentation. Tetra CA commits only to the support described in the Documentation and makes no commitment as to the time to resolve any request. Customer raises support requests through the channel Tetra CA designates.

11.12. Integration Assistance. Tetra CA will provide remote assistance with installing, configuring, and connecting the Software to Customer's systems ("**Integration Assistance**"), at no additional charge, up to the number of hours stated in the Order Form (the "**Included Hours**"). Included Hours are a single allocation for the Initial Term, expire at its end, and have no cash value. Integration Assistance beyond the Included Hours requires Customer's prior written approval (email suffices) and is charged at the hourly rate stated in the Order Form (the "**Standard Rate**"), invoiced monthly in arrears. Integration Assistance is scheduled at times Tetra CA reasonably agrees and does not include developing Customer's applications or operating any Customer system.

11.13. Customer Data. Customer Data resides in infrastructure Customer controls. Tetra CA does not receive, store, or process Customer Data under this Agreement, except where Customer shares it in a support request, and Tetra CA support personnel do not see Customer Data except as Customer expressly shares it. Customer is responsible for the lawfulness of Customer Data, for holding the rights necessary to store and process it, and for its backup, integrity, and recoverability. Tetra CA is not a processor of Customer Data under this Agreement, and no data processing addendum is required, except that personal data Customer includes in a support request will be processed only to resolve that request, and Tetra CA will enter into a data processing addendum limited to that support data where Customer reasonably requires one.

12. General Terms.

12.1. The Section headings in this Agreement are for convenience only and will not affect the contents of which they reference. As used herein: (a) the terms "include" and "including" will be deemed to mean "include without limitation" or "including without limitation," and (b) references to "dollars" or "$" will be to United States dollars**.**

12.2. The relationship of the parties under this Agreement is that of independent contractors. Neither party is authorized, nor may either party represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of the other party**.**

12.3. Customer may not assign or transfer any rights or delegate any duties under this Agreement, whether by operation of law or otherwise, without Tetra CA's prior written consent, and any change of Control of Customer will be deemed an assignment for purposes of this Section. Any purported assignment or delegation by Customer in violation of this Section is null and void. Tetra CA may assign or transfer any rights or delegate any duties under this Agreement, in whole or in part, without Customer's consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns**.**

12.4. If the performance of this Agreement, or any obligation hereunder except the making of payments, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, epidemic, pandemic, quarantine, or any other act or condition whatsoever beyond the reasonable control of a party, the affected party upon giving prompt notice to the other party, shall be excused from performance to the extent of such prevention, restriction or interference; provided that, the affected party shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance whenever such causes are removed. The performance period shall be extended by a period equal to the time lost because of any such delay; provided that, if such delay lasts more than thirty (30) calendar days, then either party may terminate this Agreement at no cost**.**

12.5. Failure or delay by either party in exercising any rights or remedies provided herein will not release the other party from any of the obligations and will not be deemed a waiver of any rights, in each case under this Agreement. If any one or more of the provisions contained in this Agreement (or portion thereof) is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be construed as if such provision had never been included**.**

12.6. Subject to the following sentence, no modification or amendment to this Agreement will be binding unless by an agreement in a writing signed by both parties. If Customer accepts this Agreement without a signed Order Form (including by ordering, downloading, or purchasing the Software online or through any self-service channel), Tetra CA may modify these T&Cs from time to time by notice given by email, through the Software, or by posting the updated T&Cs on Tetra CA's website, and Customer's continued use of the Software after the effective date of the modification constitutes acceptance of the modified T&Cs. If Customer has signed an Order Form, no modification of these T&Cs binds Customer during the then-current Term unless agreed in writing by both parties, except as required by applicable law. This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous understandings, communications, statements, agreements, and arrangements with respect to the subject matter hereof, whether written or oral. Tetra CA's acceptance of an Order Form is not conditional on a purchase order, and no term in any Customer purchase order, vendor portal, invoice, or similar document has any effect, even if accepted or acknowledged by Tetra CA.

12.7. All notices must be in writing and are effective upon receipt, delivered by hand, reputable overnight courier, certified or registered mail (return receipt requested), or email with written confirmation of receipt, in each case to the addresses set forth in the Order Form**.**

12.8. This Agreement will be governed by and construed under the laws of the State of Delaware, without reference to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded**.**

12.9. All disputes arising under this Agreement shall be resolved as follows: the parties' respective senior executives will diligently work in good faith to resolve the dispute. In the event the senior executives are unable to resolve the dispute, any party may begin proceedings in accordance with the following sentence. Any proceeding will be brought exclusively in the state or federal courts located in Wilmington, New Castle County, Delaware, and each party submits to their jurisdiction. Service of process, summons, notice or other document by mail to such party's address set forth in the Order Form shall be effective service of process for any suit, action or other proceeding brought in any such court.

12.10. Each party acknowledges that breach of Section 2, 3, or 6 may cause substantial harm to the other party that could not be remedied by payment of damages alone. Accordingly, notwithstanding Section 12.9, the non-breaching party will be entitled to seek injunctive and other equitable relief in any court of competent jurisdiction for any such breach, in addition to any other remedies available at law or in equity, without any requirement to post bond or prove actual damages**.**

12.11. Customer agrees to comply fully with all laws and regulations of the United States and other countries and/or supra-national organizations such as the European Union, governing the import or export of products or technology to any individual or entity who is the subject of or target of any law or order related to (a) export controls, including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations, or (b) economic sanctions, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control and the U.S. Department of State ("**Export Control and Sanctions Laws**"). Notwithstanding anything to the contrary contained herein, all obligations of Tetra CA and Customer are subject to obtaining all necessary approvals required by the applicable agencies of the governments of the United States and foreign jurisdictions. The parties will cooperate with each other and will provide reasonable assistance to the other to obtain any required approvals.

12.12. This Agreement is accepted by signature or other acceptance of an Order Form referring to these T&Cs. An Order Form may be signed in ink on paper, electronically on a tablet or other device, or electronically through a link Tetra CA provides, and each method has the same effect. Any Order Form may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. Executed counterparts may be exchanged by email in .pdf or other electronic format reasonably acceptable to both parties, and electronic signatures have the same force and effect as ink signatures. Each individual signing on behalf of Customer represents that they are authorized to bind Customer.

12.13. In the event of any conflict, inconsistency, or difference among the documents comprising this Agreement: (a) for the entire Pilot Period, Exhibit A controls over these T&Cs and the Order Form; (b) the Order Form controls only where it expressly references and overrides a specific Section of these T&Cs; and (c) in all other cases, these T&Cs control. Notwithstanding the foregoing, nothing in an Order Form varies Section 2 or Section 3.

12.14. Except for the indemnified parties identified in Section 8, this Agreement is for the sole benefit of the parties and their permitted successors and assigns, and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever.

12.15. Tetra CA may modify, update, or discontinue any feature or component of the Software or the Services from time to time, provided that Tetra CA will not materially reduce the core functionality of the Software or the Services during the then-current Term.

12.16. Unless otherwise provided in the Order Form, Tetra CA may identify Customer as a customer, including by name and logo, in its marketing materials and customer lists. Customer will not name Tetra CA in marketing material without Tetra CA's prior written consent.

EXHIBIT A

PILOT PERIOD TERMS

1. Scope. This Exhibit A applies for the entire Pilot Period, from the pilot start date through the pilot end date stated in the Order Form, and governs all access to and use of the Software and Services during that period. All other terms of the Agreement apply during the Pilot Period, except as modified by this Exhibit A.

2. End of Pilot Period. This Exhibit A ceases to apply automatically at the end of the pilot end date. Beginning the following day, the Software and Services are provided under the T&Cs and the Order Form, including the warranty in Section 7.2 and the limitation of liability in Section 9, without further action by either party. This Exhibit A continues to govern any claim arising from events that occurred during the Pilot Period, regardless of when the claim is made.

3. No Warranty. DURING THE PILOT PERIOD: (a) SECTIONS 7.2 AND 7.3 OF THE T&Cs DO NOT APPLY; (b) THE SOFTWARE, DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR QUIET ENJOYMENT; (c) TETRA CA DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE, WILL BE COMPATIBLE WITH CUSTOMER'S ENVIRONMENT, OR WILL PRESERVE ANY DATA; AND (d) CUSTOMER ASSUMES ALL RISK OF ITS USE OF THE SOFTWARE AND IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA AND FOR ANY DECISION TO USE THE SOFTWARE WITH PRODUCTION OR BUSINESS-CRITICAL DATA.

4. Limitation of Liability. (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TETRA CA'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PILOT PERIOD, INCLUDING CUSTOMER'S ACCESS TO AND USE OF THE SOFTWARE AND SERVICES DURING THE PILOT PERIOD, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL NOT EXCEED TEN U.S. DOLLARS (US$10). (b) THIS CAP APPLIES IN PLACE OF THE CAP IN SECTION 9 OF THE T&Cs FOR THE ENTIRE PILOT PERIOD AND TO ALL CLAIMS ARISING FROM EVENTS DURING THE PILOT PERIOD, WHENEVER ASSERTED. (c) THE EXCLUSION OF INDIRECT, CONSEQUENTIAL, AND OTHER DAMAGES IN SECTION 9 OF THE T&Cs CONTINUES TO APPLY. (d) THIS SECTION LIMITS ONLY TETRA CA'S LIABILITY AND DOES NOT LIMIT CUSTOMER'S LIABILITY OR OBLIGATIONS, INCLUDING UNDER SECTIONS 2, 3, 6, AND 8.4 OF THE T&Cs. (e) CUSTOMER ACKNOWLEDGES THAT THE PILOT PERIOD IS PROVIDED WITHOUT CHARGE AND THAT THIS CAP REFLECTS THAT ALLOCATION OF RISK.

5. No Indemnity. During the Pilot Period, Section 8.1 through Section 8.3 of the T&Cs do not apply, and Tetra CA has no obligation to defend, indemnify, or hold harmless any Customer Indemnified Party. Customer's obligations under Section 8.4 of the T&Cs apply in full.

6. Cancellation and Conversion. Customer provides payment details, or agrees invoicing arrangements, on signing. Nothing is charged during the Pilot Period. Customer may cancel at any time during the Pilot Period, for any reason, on written notice or by any other means Tetra CA makes available. Because nothing has been charged, there is no refund and neither party owes the other anything, and Section 10.4 of the T&Cs applies. If Customer has not cancelled by the end of the Pilot Period, the License converts: the Fee becomes payable and Tetra CA may charge Customer's payment details in accordance with Section 4 of the T&Cs.

7. Support and Usage. During the Pilot Period, Tetra CA will provide only the support, if any, specified in the Order Form, on a commercially reasonable efforts basis and without any response or resolution time commitments. Tetra CA may limit, suspend, or end Customer's use during the Pilot Period at any time on notice.