

NOTICE: IN ORDER TO DOWNLOAD, INSTALL AND/OR USE THE ALLUXIO PRODUCT (as defined below), YOU AS “CUSTOMER” MUST AGREE TO THESE ENTERPRISE SUBSCRIPTION TERMS (“AGREEMENT”). READ THIS AGREEMENT CAREFULLY AND CLICK THE “AGREE” BUTTON BEFORE DOWNLOADING, INSTALLING OR USING THE ALLUXIO PRODUCT. BY CLICKING THE “AGREE” BUTTON OR BY CONTINUING TO ACCESS OR USE THE ALLUXIO PRODUCT OR BY SIGNING A QUOTE OR ORDER WHICH REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, DO NOT CLICK THE “AGREE” BUTTON AND DO NOT DOWNLOAD, INSTALL OR USE THE ALLUXIO PRODUCT. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN ALLUXIO, INC. (“ALLUXIO”) AND CUSTOMER GOVERNING CUSTOMER’S USE OF THE ALLUXIO PRODUCT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, LICENSEE REPRESENTS AND WARRANTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY.

This Agreement is effective between Licensee and Alluxio, Inc. as of the date Licensee accepts this Agreement (the “Effective Date”).

1. Definitions. For the purposes of this Agreement, including exhibits hereto, the following terms will have the following meanings:

1.1 “Alluxio Product(s)” means the Alluxio Software and Third Party Software.

1.2 “Alluxio Software” means Alluxio’s proprietary software components set forth in the applicable Order Form, that may include but is not limited to the “Alluxio Manager”, “Active Replication”, “Fast Durable Writes” and “Kerberos Authentication” features of the Alluxio Software, and includes any updates or upgrades thereto that may be provided by Alluxio to Customer during a paid subscription period.

1.5 “Node” means any computer apparatus: that (i) runs no more than one each of Alluxio Master or Alluxio Worker; and (ii) is addressable by a unique network identifier such as a Fully Qualified Domain Name or Internet Protocol (IP) address.

1.6 “Order Form” means the document provided by Alluxio and agreed to by Customer indicating Alluxio products and/or services purchased, quantity, price and term.

1. Grants, Restrictions and Ownership.

2.1 Grants and Restrictions. Subject to the terms and conditions of this Agreement, Alluxio grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable and limited license for duration of the applicable subscription period (as set forth in the applicable Order Form) only, to access, use the Alluxio Product identified in the applicable Order Form on

no more than the number of Nodes specified in the applicable Order Form solely for Customer's internal purposes. For the avoidance of doubt each running of an Alluxio Master or an Alluxio Worker will be each be deemed to be a separate Node. Alluxio makes available certain third-party software ("Third Party Software") as incorporated in the Alluxio Product. Customer's use of the Third Party Software is subject to the applicable third-party license terms which can be viewed at www.alluxio.io/third-party-licenses as updated by Alluxio from time to time. Customer may not: (i) modify, disclose, alter, translate or create derivative works of the Alluxio Product, except as otherwise expressly set forth in this Agreement; (ii) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the Alluxio Product, (iii) use or deploy the Alluxio Product in excess of the number of Nodes for which Customer has paid the applicable fees (iv) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Alluxio Product; (v) use the Alluxio Product, or allow the transfer, transmission, export or re-export of the Alluxio Product or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; or (vi) cause or permit any other party to do any of the foregoing. In addition, Customer will not remove, alter or obscure any proprietary notices in the Alluxio Product including copyright notices, or permit any other party to do so. If Customer does not comply with the license terms or the foregoing restrictions, Alluxio may terminate or suspend Customer's license to the Alluxio Product (without refund or credit) until Customer comes into compliance with such terms and restrictions.

2.3 Ownership and Reservation of Rights. As between the parties and subject to Sections 2.1 and 2.2, Alluxio will own all right, title and interest in and to (i) the Alluxio Product, (ii) all modifications to and derivative works of the Alluxio Product made by or for Alluxio; and (iii) any and all intellectual property rights embodied in the foregoing. Alluxio reserves all rights not expressly granted in this Agreement.

1. Delivery; Support; Training; Professional Services

3.1 Delivery. Upon Alluxio's acceptance of the Order Form signed by Customer, and Alluxio's receipt of a valid and correct purchase order, Alluxio will, at its expense, make the Alluxio Product available for download. The Alluxio Product will be deemed delivered and accepted when the electronic download is available.

3.2 Support; Professional Services and Training. Subject to Customer's compliance with the terms and conditions of this Agreement, Alluxio will use commercially reasonable efforts to provide the support services for the Alluxio Product as set forth in Alluxio's then-current support terms and conditions, a current copy of which is set forth at Alluxio.io/SLA. Subject to Customer's compliance with the terms and conditions of this Agreement, Alluxio will use commercially reasonable efforts to provide the training services to Customer as set forth in Alluxio's then-current training terms and conditions available at Alluxio.io/EEULA.

1. Financial Terms.

4.1 Payment Terms; Taxes. Customer will pay to Alluxio the total subscription fees due for the applicable subscription period and for any professional services or training or the like as set forth in the applicable Order Form. Fees are due at the commencement of the applicable subscription period, for all Nodes where the Alluxio Product are installed. In the event that Customer elects to add Nodes during the subscription period that exceed the quantity of Nodes included in a subscription, fees for such nodes are calculated for the period commencing immediately upon installation of the Alluxio Product, pro-rated such that the subscription period of the additional Nodes will terminate on the same date as the existing licensed Nodes. The fees do not include taxes. Upon receipt of Customer's purchase order for a subscription period or for any additional Nodes purchased during a then-current subscription period, Alluxio will invoice Customer, and within thirty (30) days of the date of the invoice, Customer will pay the invoiced amount. All payments due under this Agreement will be made: (i) by bank wire transfer or electronic ACH deposit to an account designated by Alluxio, or by company check in immediately available funds; and (ii) in U.S. Dollars. Notwithstanding the foregoing, (i) if the purchase order is placed between Customer and an authorized Alluxio reseller then payment terms will be according to the mutually executed order document between Customer and the authorized Alluxio reseller, or (ii) if the subscription order is placed through a cloud marketplace where Alluxio subscription as listed, then payment terms will be specified in the cloud marketplace when the order is placed. Customer will pay any and all sales, use, excise, import, export, value added or similar taxes and all government permit or license fees, and all customs, duty, tariff and similar fees levied upon the Customer's purchases under this Agreement

1. Publicity.

5.1 Publicity and Feedback. Customer consents to Alluxio's use of Customer's name and logo on Alluxio's Web site, in public presentations given by Alluxio's employees, and on publicly-available printed materials, identifying Customer as a customer of Alluxio. Customer agrees it will serve as a reference account for Alluxio upon request. If Customer provides feedback, comments, bug reports, suggestions, feature requests, technical information, or any other information to Alluxio about proposed modifications or improvements to the Alluxio Products ("**Feedback**") to Alluxio, Alluxio may use such Feedback for any purpose, including to develop and improve its commercial products. Accordingly, Customer grants to Alluxio a perpetual, irrevocable, transferrable, nonexclusive, fully-paid, royalty-free license to use Feedback for any purpose.

1. Representations and Warranties; Disclaimer.

6.1 6.1 Software Warranty. Alluxio represents and warrants that for a period of thirty (30) days following initial delivery (the "Warranty Period"), the Alluxio Software will perform in all material respects in accordance with the Alluxio Software user documentation. Customer must notify Alluxio of any non-conformance with this warranty during the Warranty Period, and Alluxio will either: (i) repair the Alluxio Software such that it conforms to the warranty; (ii) replace the Alluxio Software with an equivalent product that conforms to the warranty, or, if neither (i) nor (ii) is reasonable or practicable, as Alluxio's sole obligation and Customer's exclusive remedy for breach of warranty, Customer may return the applicable Alluxio Software and Alluxio subscription fees Customer paid to Alluxio for the defective

Alluxio Software adjusted pro-rata based on the time remaining in the subscription period for the applicable Alluxio Software.

6.2 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 6.1, ALLUXIO AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE ALLUXIO SOFTWARE, THE THIRD PARTY SOFTWARE, AND/OR ANY SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ALLUXIO KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. Alluxio does not warrant that the Alluxio Product will be bug free.

1. Indemnification Obligations. Alluxio will defend and indemnify Customer and its respective officers, directors, employees, agents, representatives, and contractors (each, a "Customer Party"), from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by any Customer Party in connection with any actual or alleged claim made by a third party arising out of, or relating to Customer's use of the Alluxio Software as authorized herein infringing or misappropriating a third party's copyright, trade secret or patent issued as of the Effective Date, provided that Customer: (i) gives prompt notice of the claim to Alluxio; (ii) grants sole control of the defense and settlement of the claim to Alluxio (except that Customer's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of or result in any ongoing liability to Customer); and (iii) provides reasonable cooperation to Alluxio and, at Alluxio's request and expense, assistance in the defense or settlement of the claim. In the event of a claim pursuant to this Section 7, Alluxio may, at Alluxio's option and at Alluxio's expense: (a) obtain for Customer the right to continue to exercise the license granted to Customer under this Agreement; (b) substitute a substantially equivalent non-infringing product; (c) modify the Alluxio Software to make it non-infringing; or (d) terminate Customer's subscription for the applicable Alluxio Software. Upon a termination of a subscription pursuant to this Section 7, Customer must return or destroy the Alluxio Software in its possession and, within 30 days of Alluxio's receipt of all of the Alluxio Software or certification of destruction thereof, Alluxio will refund the amount Customer paid to Alluxio for the applicable Alluxio Software adjusted pro-rata based on the time remaining in the subscription period for the applicable Alluxio Software. Alluxio's obligations under this Section 7 do not extend to claims arising from or relating to: (i) any use of the Alluxio Software in combination with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination; (ii) any modification to the Alluxio Software by a party other than; (iii) the use of the Alluxio Software by Customer (or any third party) in a manner not in accordance with the applicable Alluxio user documentation or the terms of this Agreement (or any other agreement; (iv) any

Third Party Software; or (v) the continued use of the Alluxio Software after Alluxio has provided substantially equivalent non-infringing software.

NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, The provisions of this SECTION 7 state the entire liability and obligations of Alluxio and the Exclusive remedy of CUSTOMER OR ANY CUSTOMER PARTY with respect to any actual or alleged MISAPPROPRIATION, VIOLATION AND/OR infringement of any prOPRIETARY AND/OR INTELLECTUAL PRoperty rights ARISING OUT OF OR IN CONNECTION WITH this Agreement.

1. Limitation of Liability.

8.1 EXCEPT FOR BREACH OF THE SCOPE OF THE LICENSE GRANTS HEREUNDER OR FOR BREACH OF NON-DISCLOSURE OBLIGATIONS HEREUNDER, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR ANY ACTS OF FRAUD, GROSS NEGLIGENCE, OR WILLFUL, MISCONDUCT, BREACH OF THE SCOPE OF THE LICENSE GRANTS HEREUNDER, OR FOR BREACH OF NON-DISCLOSURE OBLIGATIONS HEREUNDER, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ALLUXIO UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACCRUAL OF THE FIRST CLAIM. SECTION 8 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

1. Term and Termination.

9.1 Term and Termination. Unless terminated as provided in this Agreement, the term of this Agreement will commence on the Effective Date and will continue as long as an Order Form is in effect. Thereafter, this Agreement may be renewed and the term extended for one or more additional one year periods upon the mutual written agreement of the parties to a new Order Form. Either party may terminate this Agreement for cause upon written notice: (i) if the other party breaches this Agreement in any material respect and does not remedy such breach within 30 days after its receipt of written notice of such breach; or (ii) if the other party terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

9.2 Effect of Termination. Upon any expiration or termination of this Agreement:

(i) all rights and licenses granted to Customer under this Agreement will immediately terminate; and

(ii) each of Customer and Alluxio will promptly return to one another all of the other party's Confidential Information then in its possession or destroy all copies of Confidential Information, at the other party's sole discretion and direction, provided, however, that each party may retain sufficient copies of the Confidential Information of the other party solely as may be required for compliance with applicable quality assurance requirements, and provided that such retained Confidential Information remains subject to the requirements of Section 5 and are used for no other purpose. Each of Customer and Alluxio will immediately confirm in writing that it has complied with Section 9.2(ii) if requested by the other party. The following Sections will survive any expiration or termination of this Agreement: 1, 2.2, 2.3, 4, 5, 6.2, 7 (solely to the extent that a claim is raised based on use during an active subscription period, and limited to damages accrued during the subscription period), 8, 9.2 and 10.

10 General Provisions.

10.1 This Agreement, each applicable Order Form and all exhibits to this Agreement, all of which are incorporated herein by reference, sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, including any Customer purchase order, with respect to such subject matter and all past dealing or industry custom. In the event of a conflict between the terms and conditions of this Agreement, a Professional Services Agreement (if any) and a Training Agreement (if any): (i) the terms and conditions of this Agreement will control. The terms on any purchase order, confirmation, or similar document submitted by Customer to Alluxio will have no effect and are hereby rejected. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of this Agreement shall govern, and the conflicting or inconsistent provision in the Order Form will have no force or effect unless expressly stated otherwise in the Order Form. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Neither this Agreement nor any right or duty under this Agreement may be transferred or assigned by either party, except that either party may assign this Agreement to a successor in interest in the event of a merger, acquisition or sale of all or substantially all of the assets of the applicable party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. Notwithstanding any terms to the contrary in this Agreement, Further, Customer hereby acknowledges that such third party suppliers disclaim and make no representation or warranty with respect to such Third Party Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Third Party Software or Customer's use or inability to use the same. No modification, addition or deletion or waiver of any rights under this Agreement will be binding on a party unless made in writing, clearly understood by the parties to be a

modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. Any notice or communication required or permitted to be given hereunder must be in writing signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as identified on this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered. Except for payments, neither party will be responsible for any failure to perform or delay (except for payment obligations) attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, subcontractors, transportation difficulties or shortage of energy, raw materials or equipment. In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party. This Agreement is made and will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law principles to the contrary. The parties agree that the venue for any dispute, obligation or action of any kind arising under this Agreement will be in the state or federal courts located in the County of Santa Clara, California, and the parties irrevocably consent to the exclusive jurisdiction of the state and federal courts of the state of California for any dispute, obligation or action hereunder and agree not to commence or prosecute any suit, proceeding or claim hereunder, except in such courts. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. If Customer is the United States Government or any contractor thereof, all licenses granted hereunder are subject to the following: (a) for acquisition by or on behalf of civil agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this Agreement and as specified in Subpart 12.1212 of the Federal Acquisition Regulation (FAR), 48 C.F.R. 12.1212, and its successors; and (b) for acquisition by or on behalf of the Department of Defense (DOD) and any agencies or units thereof, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this Agreement and as specified in Subparts 227.7202-1 and 227.7202-3 of the DOD FAR Supplement, 48 C.F.R. 227.7202-1 and 227.7202-3, and its successors. Manufacturer is Alluxio, Inc.