

Terms of Service

Effective date: 2023-07-05

IMPORTANT NOTICE: THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE SERVICES. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW. PLEASE READ CAREFULLY.

These Terms of Service ("Terms") govern access to and use of the Tailscale websites (collectively, the "Site") by site visitors ("Site Visitors") and by any individual or entity creating an account ("Customer", "you" or "your") for the Tailscale Solution (as defined below) offered by, as applicable, Tailscale Inc. or a Tailscale Inc. Affiliate (together, "Tailscale", "we", "our", or "us"). Customers and Site Visitors may be referred to collectively in these Terms as "you" and "your" as applicable. The "Parties" refer to Tailscale and Customer and "Party" refers to each of Tailscale and Customer. The Site and the Tailscale Solution may jointly be referred to herein as the "Service".

By registering, creating an account, clicking an "I agree" or "I accept" button, using the Tailscale Solution or accessing the Site, you agree to be bound to these Terms together with all applicable exhibits, order forms, attachments, and addenda (the "Agreement"). If you order the Tailscale Solution through an on-line registration page or an order form (each an "Order Form"), the Order Form may contain additional terms and conditions. Unless expressly set forth otherwise, such additional terms and conditions are hereby incorporated into the Agreement in relation to your use of the Tailscale Solution.

In the event of a conflict, an exhibit, attachment, Order Form, or addendum prevails over these Terms. In the event that Tailscale and Customer have entered into a Master Services Agreement ("MSA") governing the provision of the Tailscale Solution and covering the same subject matter as these Terms, these Terms will only apply to use of the Site or to the Tailscale Solution to the extent not governed by the MSA.

We may revise these Terms or any additional terms and conditions that are relevant to the Site or Tailscale Solution from time to time. We will post the revised terms on the Service with a "last updated" date. IF YOU CONTINUE TO USE THE SERVICE AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

YOU REPRESENT AND WARRANT TO TAILSCALE THAT YOU HAVE THE CAPACITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT. IF YOU ARE USING THE SERVICE ON BEHALF OF ANOTHER PERSON, YOU HEREBY REPRESENT AND WARRANT TO TAILSCALE THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON TO THE AGREEMENT.

The Agreement are entered into the earlier of (the “Effective Date”): (a) the date you first use any part of the Service; and (b) the date you agree to be bound by the Agreement.

Definitions.

As used in the Agreement, the following capitalized words have the meaning set out below:

1.1. “Affiliate” means, with respect to a Party, any corporation or other legal entity which is directly or indirectly controlling or controlled by, or under common control with that Party. As used in this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation or legal entity.

1.2. “Customer Content” means any data, information, content, records, and files, including Personal Data, that is encrypted and transmitted from one Customer Endpoint to one or more other Customer Endpoint(s).

1.3. “Customer Data” means any data, information, content, records, and files, including Personal Data, that Customer (or any of its Permitted Users) loads, makes available to and is accessed by, transmits to or enters into the Tailscale Solution, including the Customer Content.

1.4. “Customer Endpoint” means a device of Customer or a Permitted User that has the Tailscale Client Software installed upon it.

1.5. “DPA” means the Data Protection Addendum available at <https://tailscale.com/dpa>

1.6. “Intellectual Property Rights” means, but is not limited to, rights in and to patents, patent disclosures, patent applications (including utility models, continuations, continuations-in-part, divisions, re-issues, re-examined patents and patent applications, and extensions thereof), patentable inventions, rights in design, copyrights (including any such rights in typographical arrangements, websites or

software), whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, trademarks, trading, business or domain names and e-mail addresses, mask-works, trade secrets, rights in inventions, know-how, moral rights, and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character that subsist now or in the future in any part of the world, whether arising by operation of law, contract, license or otherwise.

1.7. “Permitted User” means an employee, consultant, advisor or other individual who is authorized by Customer to access and use the Tailscale Solution.

1.8. “Personal Data” has the definition given such term in the DPA.

1.9. “Tailscale Platform” means Tailscale’s proprietary Internet-accessible service that is hosted and maintained by Tailscale and is comprised of hardware, software, information, and hosted services, all as made available by Tailscale to Customer hereunder, and including all upgrades, updates, and modifications thereto, and all content therein. The Tailscale Platform does not include the Tailscale Client Software.

1.10. “Tailscale Client Software” means Tailscale’s proprietary software that is installed on Customer End Points.

1.11. “Tailscale Solution” means the Tailscale Platform and the Tailscale Client Software.

Tailscale Solution

2.1. License to the Tailscale Solution. Subject to Customer’s and its Permitted Users’ compliance with the terms and conditions of the Agreement, Tailscale grants to Customer and its Permitted Users a non-exclusive, non-transferable, and limited license to use the Tailscale Solution during the Term, including to install and operate the Tailscale Client Software on Customer’s devices, solely for the purposes set out in the Agreement. Customer’s use of the Tailscale Solution will be subject to any limitations described in the Agreement, and in any the documentation accompanying the Tailscale Solution. This Agreement controls Customer’s use of the Tailscale Client Software notwithstanding any electronic software license agreement that may be included as part of the downloading, installation, or use of the Tailscale Client Software. In addition, certain portions of the Tailscale Client Software are licensed under open source licenses as set forth in detail at <https://github.com/tailscale/tailscale> and <https://github.com/tailscale/tailscale-android>. To the extent Customer uses any such source code, the terms of those licenses shall govern.

2.2. Restrictions on Use. Customer acknowledges and agrees that it is responsible for all use by Permitted Users of the Tailscale Solution. Customer will ensure that all use by Permitted Users of the Tailscale Solution is in compliance with the Agreement and any guidelines and policies published by Tailscale and made available to Customer from time to time. Without limiting the generality of any of the foregoing, except as explicitly permitted in the Agreement, Customer will not itself, and will not permit others to: (a) copy the Tailscale Solution; (b) disassemble, reverse engineer, modify, translate, alter or decompile all or any portion of the Tailscale Solution or otherwise discern the source code of the Tailscale Solution; (c) adapt, modify, translate, or create derivative works of the Tailscale Solution; (d) distribute, copy, rent, lease, sublicense, assign, transmit, sell or otherwise transfer the Tailscale Solution or any of Customer's rights therein; or (e) use the Tailscale Solution to create, collect, transmit, store, use, or process any data that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity). Customer must erase or otherwise destroy any portions of the Tailscale Solution installed or contained on any media prior to disposing of such media, and in any event upon termination or expiration of the Agreement. Customer must not remove, alter, or obscure any such proprietary notice or legend. Nothing in the Agreement will be construed to grant Customer any right to obtain or use source code except to the extent permitted by any open source license which is licensed as part of the Tailscale Solution, and which permits such use in accordance with its terms.

2.3. Suspension of Access; Scheduled Downtime; Modifications. Tailscale may from time to time and in its discretion, (i) without limiting any of its other rights or remedies at law or in equity under the Agreement, suspend Customer's access to or use of the Tailscale Solution or any component thereof: (a) for scheduled maintenance; (b) due to a Force Majeure event, (c) if Customer or any Permitted User violates any provision of the Agreement, including, for greater certainty, any of the restrictions set out in Section 2.2 above; (d) to address any emergency security concerns; or (e) if required to do so by a governmental or regulatory authority or as a result of a change in applicable law; and (ii) modify or delete features and functions of the Tailscale Solution, and may substitute old features or functions with new features and functions, as may be necessary to meet applicable laws or industry-standard requirements or demands or requirements of third party service providers, or otherwise in its discretion.

Ownership.

3.1. Ownership of the Service. As between you and Tailscale, the Service and all Intellectual Property Rights therein or relating thereto are and shall remain the exclusive property of Tailscale. Nothing in the Agreement shall be interpreted to provide you with any rights in the foregoing, except the limited right to use the Service subject to the Agreement.

3.2. Customer Data. Customer retains all right, title and interest including all Intellectual Property Rights in and to any Customer Data, including Customer Content and Personal Data. Customer grants to Tailscale a nonexclusive, worldwide, royalty-free, irrevocable, fully paid-up right to, in accordance with the Tailscale DPA: (a) transmit Customer Content through the Tailscale Solution; and (b) access, collect, use, process, store, disclose, and transmit Customer Data to: (i) provide the Tailscale Solution; (ii) improve and enhance the Tailscale Solution and its other offerings; and (iii) produce data, information or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the "Aggregated Data"). Customer Data shall not include Aggregated Data and Tailscale may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligation to Customer of any kind. Customer Confidential Information includes Customer Data.

3.3. Tailscale Metadata. Tailscale or its licensors retain all rights, title and interest including all Intellectual Property Rights in and to the metadata that is generated by the Tailscale Solution residing on the Customer Endpoints resulting from the processing of the Customer Data and that results from the ordinary course of the operation of the Tailscale Solution ("Tailscale Metadata").

3.4. Feedback. You hereby assign to Tailscale all right, title and interest in and to all feedback, suggestions, ideas, improvements and other comments provided by you to Tailscale relating to the Service (collectively, "Feedback"), and Tailscale will have the unrestricted right to use and disclose Feedback, without duty or obligation to you, and you acknowledge that any improvements, modifications and changes arising from or in connection with your contribution to the Service are the exclusive property of Tailscale's.

3.5. Retention of Rights. Except for the limited rights or licenses that Tailscale grants to you hereunder, Tailscale or its licensors retain all rights, title and interest including all Intellectual Property Rights in and to: (i) the Service; and (ii) any modifications, improvements, customizations, patches, bug fixes, updates, enhancements, aggregations, compilations, derivative works, translations and adaptations to the foregoing.

Privacy

The DPA describes the Parties' respective roles for the processing and control of Personal Data in connection with the Tailscale Solution. In the event of a conflict between the terms and conditions of the DPA and the terms and conditions of the Agreement and/or any Order Form, the DPA shall govern and control. You understand that Personal Data, including the Personal Data of Permitted Users, will be treated in accordance with Tailscale's privacy policy located at <https://tailscale.com/privacy-policy> (the "Privacy Policy").

Customer User Accounts; Responsibility for Permitted Users

5.1. Customer User Accounts. Upon Customer's request, Tailscale will: (a) issue one or more accounts (each, a "Customer User Account") to Customer for use by Customer and its Permitted Users; and (b) designate one or more Customer User Accounts as administrator accounts that provides Customer with the capability to administer, maintain, and manage certain features of the Tailscale Solution. Customer will ensure that Permitted Users only use the Tailscale Solution through the Customer User Account. Customer will not allow any Permitted User to share the Customer User Account with any other person. Customer will promptly notify Tailscale of any actual or suspected unauthorized use of the Tailscale Solution. Tailscale reserves the right to suspend, deactivate, or replace the Customer User Account if it determines that the Customer User Account may have been used for an unauthorized purpose. Customer is responsible for ensuring that all permitted Users are aware of and comply with the terms of the Agreement. Any breach of the Agreement by such individuals shall be deemed to be a breach by Customer.

5.2. Usage Limits. An Order Form may set forth Permitted User limits, and/or other usage limitations. Use of the Tailscale Solution by Customer is restricted to such limitations as set forth in the Order Form. Login credentials may be transferred from one individual to another, but may shall not be shared with another person or concurrently used by more than one Permitted User.

Updates to the Tailscale Client Software.

Tailscale may, in its sole discretion, implement updates, upgrades, bug fixes, patches and other error corrections to the Tailscale Client Software (collectively, the "Updates"). All Updates will be deemed to be Tailscale Client Software subject to the terms and conditions of the Agreement. You are required to accept all Updates made by or on behalf of Tailscale. If you do not wish to install the Updates, you should not use the Tailscale Client Software following such Updates. Tailscale may require that you accept and install Updates as a condition to the licenses granted in the Agreement. The Updates may be automatically installed without providing any additional notice or receiving any additional consent. You hereby consent to these automatic Updates.

Third-Party Content, Websites or Services

The Service may provide links or access to third party content, websites, services or systems. Tailscale does not endorse any third-party content, websites, services, or systems, or guarantee their quality, accuracy, reliability, completeness, currency, timeliness, non-infringement, merchantability, or fitness

for any purpose. Third-party content, websites, services, or systems are not under the control of Tailscale, and if you choose to access any such content, websites, services, or systems, you do so entirely at your own risk. You acknowledge that you may be required by to accept terms and conditions applicable to third party content, websites, services, or systems, that such terms may supersede the terms in the Agreement with respect to the use of such third party content, websites, services or systems.

Fees and Payment

8.1. Fees. Customer will pay to Tailscale the fees described in any Order Form or otherwise disclosed through the Service (the “Fees”). Unless otherwise set out in writing by Tailscale, all Fees are identified in US dollars and are payable in advance within thirty days of receipt of an invoice from Tailscale. If Customer’s use of the Tailscale Solution exceeds the service capacity set forth in an Order Form or otherwise requires the payment of additional fees pursuant to the terms of the Agreement, Customer will be billed for such usage and Customer will pay the additional fees in accordance with the Agreement.

8.2. Free Trial. Upon Customer’s request, Tailscale may provide Customer with a free trial of the Tailscale Solution for the period set by Tailscale in writing. Near to or upon the expiration date of the free trial, Tailscale will notify Customer that the trial will be ending or has ended. Customer will be given the option to upgrade to a paid subscription. If Customer does not agree to continue use of the Tailscale Solution through a paid subscription as described herein, Tailscale will terminate Customer’s right to access the Tailscale Solution.

8.3. Changes to the Fees. Tailscale reserves the right to change the Fees and institute new charges before a Renewal Term; provided, that Tailscale has given at least 30 days’ notice thereof to Customer.

8.4. Late Payment. Without limiting Tailscale’s other rights and remedies, if Customer does not pay any amount when due, then fifteen days after the day such payment was due (a) interest shall accrue on such undisputed amounts at 1.5% per month (or less, as per the maximum amount allowed by applicable law); (b) to the extent applicable, Customer shall pay any third party costs of collection (including, without limitation, reasonable attorneys’ and professionals’ fees); and (c) Tailscale may, upon notice, suspend Customer’s access to the Tailscale Solution until such undisputed amounts are paid in full. To the extent Customer believes an amount charged or invoiced is incorrect, Customer must contact Tailscale within 30 days of receiving the relevant invoice or Customer’s right to dispute any charges will be deemed to be waived.

8.5. Taxes. The Fees set out in the Agreement do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with the Agreement, other than taxes based on the net income or profits of Tailscale. Notwithstanding anything to the contrary in this Agreement, if any amounts (including any Taxes) are required to be withheld by Customer from any amount otherwise payable by Customer to or for the benefit of Tailscale under this Agreement, Customer will: (a) pay an additional amount such that the net amount actually received by Tailscale will, after all such withholdings (including any withholdings to be made in respect of any additional amount payable pursuant to this sentence), equal the full amount of the payment then due; (b) pay, or cause to be paid, to the relevant taxation authority the full amount of such withholdings (including the full amount of any withholdings in respect of any additional payment required to be paid pursuant to this sentence) in accordance with applicable law; and (c) furnish Tailscale as soon as practicable (and, in any event, within 30 days) with an official receipt (or a certified copy thereof) or such other documentation as is reasonably acceptable to Tailscale evidencing payment of such withholdings to the relevant taxation authority. In connection with this obligation, Customers that are not Canadian companies but that are subject to HST and/or GST must notify Tailscale in advance of making any payments hereunder.

8.6. Suspension. Any permitted suspension of the Tailscale Solution by Tailscale pursuant to the Agreement will not excuse Customer from its obligation to make payments under the Agreement.

Confidential Information

9.1. Definitions. For the purposes of the Agreement, a Party receiving Confidential Information (as defined below) will be the “Recipient”, the Party disclosing such information will be the “Discloser” and “Confidential Information” means any and all information of Discloser or any of its licensors that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into the Agreement, including information concerning the Discloser’s past, present or future customers, suppliers, technology or business, including, where the Discloser is Customer, Customer Data, and, where the Discloser is Tailscale, Tailscale Metadata or Tailscale Solution security reports requested by Customer; provided that Discloser’s Confidential Information does not include, except with respect to Personal Data: (i) information already known or independently developed by Recipient without access to Discloser’s Confidential Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

9.2. Confidentiality Covenants. Recipient hereby agrees that it will not, except to exercise its rights or perform its obligations under the Agreement: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel or Affiliates that have a “need to know” and that have entered

into written agreements no less protective of such Confidential Information than this Section 9, and to such other recipients as the Discloser may approve in writing; (ii) use Confidential Information of the Discloser; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take industry standard precautions to safeguard the other Party's Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.

9.3. Exceptions to Confidentiality. Notwithstanding Section 9.2, Recipient may disclose Discloser's Confidential Information: (i) to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; or (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or (iii) in the case of Tailscale, to potential assignees, acquirers or successors of Tailscale if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Tailscale.

9.4. Injunctive Relief. The Recipient acknowledges that disclosure of any Confidential Information by it except as set forth in Section 9.3 will give rise to irreparable injury to the Discloser or the owner of such information, not adequately compensated by damages. Accordingly, the Discloser will be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this Section 9, in addition to any other legal remedies which may be available.

9.5. Return or Destruction of Confidential Information. Upon the termination or expiration of this Agreement each Party will promptly destroy (or, if requested by the other Party in writing, return) all Confidential Information (excluding any Personal Data, which will be governed by the DPA) of the other Party in its possession or control within a reasonable amount of time in accordance with the Recipient's data destruction practices. Notwithstanding the foregoing, the Recipient may retain copies of the Confidential Information of the Discloser as required by applicable law, or to the extent such copies are electronically stored in accordance with the Recipient's standard backup procedures or record retention policies, so long as such Confidential Information remains subject to the confidentiality provisions set out in this Agreement. Each Party will protect any Confidential Information of the other Party in accordance with this Agreement so long as it retains such Confidential Information.

Trial Features From time to time, Tailscale may, in its sole discretion, invite a Customer to use, on a trial basis, pre-release or beta products or features that are in development and not yet available to all Customers (each, a "Trial Feature"). All Customers invited to use one or more Trial Features may use such Trial Features only for internal evaluation purposes in a production environment, and not for any

commercial use. No fees shall be payable in connection with the use of such Trial Features. The Trial Features, and all associated conversations and materials relating thereto (including any feedback received from Customer regarding the Trial Features), will be considered Tailscale's Confidential Information and subject to the confidentiality provisions in this Agreement. Customer agrees that it will not make any public statements or otherwise disclose its use of the Trial Features without Tailscale's prior written consent. Further, Tailscale makes no representations or warranties regarding the Trial Features. Tailscale may discontinue a Customer's access to any of the Trial Features at any time in its sole discretion, with or without notice to Customer. In such event, Customer shall immediately delete any data or other information it has in its possession related to the Trial Feature. Tailscale may decide not to release a final or commercial version of a Trial Feature in its sole discretion and, if it offers a Trial Feature commercially, may choose not to make it available to all Customers who had access to it as a Trial Feature. In addition to the foregoing, use of a Trial Feature may be subject to additional terms and conditions that Tailscale makes available to Customer prior to Customer's use of such Trial Feature.

Customer Warranties; Disclaimer

11.1. Customer Representations and Warranties. Customer represents and warrants that it has and shall maintain for the duration of the Agreement all right, license and consent required under applicable law to provide Tailscale with Customer Data for the provision of the Tailscale Solution pursuant to the Agreement and as described in the DPA.

11.2. Customer further represents and warrants that (a) it is not named on any Canadian, U.S., or other list of persons or entities prohibited from receiving Canadian or U.S. exports, or from transacting with any Canadian or U.S. entity, (b) it is not a national of, or a company registered in, any jurisdiction in which the provision of the provision of the other party's goods or services is prohibited under Canadian, U.S., or other applicable laws or regulations.

11.3. DISCLAIMER.

(a) EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, TAILSCALE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICE (OR ANY PART THEREOF), AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY TAILSCALE TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TAILSCALE DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY INFORMATION PROVIDED TO YOU IN CONNECTION WITH YOUR USE OF THE SERVICE (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY YOU FOR ANY PURPOSE WHATSOEVER. TAILSCALE MAKES NO WARRANTIES UNDER THE AGREEMENT WITH RESPECT TO ANY

THIRD-PARTY SOFTWARE, HARDWARE OR OTHER PRODUCTS EMBEDDED IN OR INCLUDED WITH THE SERVICE OR FURNISHED TO CUSTOMER BY TAILSCALE.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, TAILSCALE HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, TAILSCALE EXPRESSLY DISCLAIMS ANY REPRESENTATION, CONDITION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (OR ANY PART THEREOF) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND (AT TAILSCALE'S OPTION), AND HOLD TAILSCALE AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, CONTRACTORS, OR REPRESENTATIVES (AND ALL SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING), HARMLESS FROM AND AGAINST ANY CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS, MADE BY ANY THIRD PARTY IN CONNECTION WITH OR ARISING OUT OF YOUR USE OF THE SERVICE, YOUR CONNECTION TO THE SERVICE, YOUR VIOLATION OF THE TERMS OR TAILSCALE'S PRIVACY POLICY, YOUR VIOLATION OF AN APPLICABLE LAW, YOUR SUBMISSION, POSTING, OR TRANSMISSION OF USER CONTENT TO THE SERVICE, AND/OR YOUR VIOLATION OF ANY RIGHTS, INCLUDING PRIVACY RIGHTS, OF ANOTHER INDIVIDUAL OR ENTITY. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF SUCH DISPUTES, AND IN ANY EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

Limitation of Liability

IN NO EVENT SHALL TAILSCALE OR ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY PENALTIES, CLAIMS FOR LOST DATA, REVENUE, PROFITS, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICE OR BUSINESS OPPORTUNITIES, ARISING OUT OF THE AGREEMENT OR ANY ADDENDUM THERETO, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF TAILSCALE HAD BEEN ADVISED OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TAILSCALE'S MAXIMUM AND AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE OF

ACTION OR THEORY OF LIABILITY EXCEED THE AMOUNTS PAID BY CUSTOMER TO TAILSCALE
HEREUNDER DURING THE 6 MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. If you are located in the State of New Jersey, United States, the limitations above do apply to you.

Term and Termination

14.1. Term. The Agreement will commence on the Effective Date and will continue in effect for the initial term set out in the Order Form (the “Initial Term”) or until otherwise terminated in writing by the Parties as provided in this Section. The Agreement with respect to the Tailscale Solution will automatically renew for successive renewal terms as set out in an Order Form (each, a “Renewal Term”), unless either Party provides the other Party with written notice of its intention not to renew at least 30 days prior to the end of the then current term or such other period as set out in an Order Form (collectively, the Initial Term and Renewal Term, the “Term”).

14.2. Termination for Convenience. Tailscale may terminate the Agreement with respect to the Tailscale Solution or any Order Form at any time and for any reason without liability or penalty by providing at least 30 days advance written notice to Customer. In such event, Tailscale will refund to Customer, on a pro-rata basis, any unused subscription-based Fees prepaid under the Agreement for any period following the effective date of termination. Tailscale may terminate your right to use the Site at any point and for any reason in its discretion, and such termination shall be effective upon notice.

14.3. Termination for Cause. If you fail to comply with any provision of the Agreement, Tailscale may terminate the Agreement immediately and retain any fees previously paid by you, if applicable. Upon any such termination, you must cease any further use of the Service. If at any time you are not happy with the Service your sole remedy is to cease using the Service.

14.4. Survival. The following Sections, together with any other provision of the Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of the Agreement, will survive expiration or termination of the Agreement for any reason: Section 8 (Fees and Payment), Section 9 (Confidential Information), Section 11 (Customer Warranties; Disclaimer), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 14.4 (Survival), Section 15 (Notices), Section 16 (Binding Arbitration and Class Action Waiver) and Section 17 (General Information).

Notices

15.1. Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices will be sent: (i) if to Tailscale, to the following address:

Tailscale Inc.

Attention: David Carney

125-720 King St. West

Suite 585

Toronto, ON

M5V 3S5

Email: info@tailscale.com

and (ii) if to you to the current postal or email address that Tailscale has on file for you or as Tailscale can otherwise communicate to you through the Service.

Tailscale may change its contact information by posting the new contact information on its Site, through the Tailscale Solution or by giving notice thereof to you. You are solely responsible for keeping your contact information on file with Tailscale current at all times during the Term.

Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

16.1. Initial Dispute Resolution. Our Customer Support Department is available via the Site to address any concerns you may have regarding the Service. Our Customer Support Department can resolve most concerns quickly to your satisfaction. The Parties shall use their best efforts through this Customer

Service process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration. Failure to engage in this process could result in the award of fees against you in arbitration.

16.2. Binding Arbitration. If the Parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution begins under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to the Agreement (including their formation, performance and breach), the Parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Streamlined Arbitration and Procedures, excluding any rules or procedures governing or permitting class or representative actions.

Except as set forth in Section 16.5, the arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Agreement, including, but not limited to any claim that all or any part of the Agreement are void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The Parties agree that the arbitrator may allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. The arbitrator's award shall be written, and binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The Streamlined Arbitration Rules governing the arbitration may be accessed at www.jamsadr.com or by calling JAMS at (800) 352-5267. If you commence arbitration in accordance with the Agreement, you will be required to pay US\$250 to initiate the arbitration. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the arbitrator may require Tailscale to pay the additional cost. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, Tailscale will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed US\$75,000. For claims above US\$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorney's fees in certain cases.

Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based. The arbitrator and/or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to

impose sanctions in accordance with JAMS Rule 24 for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11).

The Parties agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The Parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Section 16 while such challenge remains pending before JAMS, the arbitrator, and/or a court of competent jurisdiction.

The Parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

16.3. Location. If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside of the United States, arbitration shall be initiated in the County of New York, State of New York, United States of America, and you and Tailscale agree to submit to the personal jurisdiction of any federal or state court in New York County, New York, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

16.4. Class Action Waiver. The Parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the Parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND TAILSCALE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If there is a final judicial determination that applicable law precludes enforcement of this Paragraph's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The Parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

16.5. Exception - Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the Parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its Intellectual Property Rights (but not privacy or publicity rights). Either party may also elect to have disputes or claims resolved in a small claims court that are within the scope of that court's jurisdiction. Either party may also seek a declaratory judgment or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought

in small claims court in your state and county of residence. Seeking such relief shall not waive a party's right to arbitration under the Agreement.

16.6. 30-Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Tailscale Inc., 125-720 King St. West Suite 585 Toronto, ON M5V 3S5. The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Tailscale also will not be bound by them.

16.7. Changes to this Section. Tailscale will provide 30 days' notice of any changes to this section. Changes will become effective on the 30th day. If you continue to use the Site or the Tailscale Solution after the 30th day, you agree that any unfiled claims of which Tailscale does not have actual notice are subject to the revised clause.

For any dispute not subject to arbitration you and Tailscale agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in New York, NY. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and Tailscale shall be governed by the laws of the State of New York without regard to conflict of law provisions.

General Information

17.1. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

17.2. Section Titles. The section titles in the Terms are for convenience only and have no legal or contractual effect.

17.3. Export Restrictions. Customer agrees not to directly or indirectly export, re-export or import all or any portion of the Service without first obtaining all required licenses, permits and permissions. Tailscale makes no representation or warranty that the Service may be exported without Customer first

obtaining appropriate licenses or permits under applicable law, or that any such license or permit has been, will be, or can be obtained.

17.4. Construction. Except as otherwise provided in the Agreement, the Parties' rights and remedies under the Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of the Agreement are for reference purposes only and have no substantive effect.

17.5. Force Majeure. Neither Party will be liable for delays caused by any event or circumstances beyond that Party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving that Party's employees), Internet service failures or delays, or the unavailability or modification by third parties of telecommunications or hosting infrastructure or third-party websites ("Force Majeure Event").

17.6. Assignment. Tailscale may, upon giving written notice to you, assign its rights and obligations under the Agreement to any of its Affiliates or pursuant to a merger, amalgamation or other corporate reorganization or a sale of all or substantially all of its assets relating to that portion of its business that delivers the Service. In this case, such assignee will have and may exercise all the rights, and will assume all of the obligations, of Tailscale under the Agreement, except that the assignment will not release Tailscale from liability for Tailscale's obligations under the Agreement. Except for such permitted assignment, neither Party may assign the Agreement or any rights or obligations under the Agreement without the prior written consent of each of the other Party. The Agreement enure to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

17.7. Severability. Any provision of the Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from the Agreement and all other provisions of the Agreement will remain in full force and effect.

17.8. Waiver. A waiver of any provision of the Agreement will be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

17.9. Independent Contractors. Tailscale's relationship to you is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and neither Party will represent to any third party that it has, any authority to act on behalf of the other Party.

17.10. Entire Agreement. The Agreement constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral. Any terms and conditions appearing on a purchase order or similar document issued by Customer, or in Customer's procurement, invoicing, or vendor onboarding portal: (i) do not apply to the Tailscale Solution; (ii) do not override or form a part of this Agreement (including without limitation any Order Form); and (iii) are void.

17.11. No Third Party Beneficiaries. Except as may otherwise be explicitly set forth hereunder, no person or entity will be a third party beneficiary of this Agreement or have any right or cause of action hereunder.

17.12. English Language. It is the express wish of the Parties that the Agreement and all related documents be drawn up in English. C'est la volonté expresse des Parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

Contact Us

Customer may contact us in writing regarding any notices, questions, complaints or claims with respect to the Tailscale Solution at the address set forth above or by calling +1 (415) 886-9844 or emailing info@tailscale.com.