

MindsDB
Master Customer Agreement

THIS MASTER CUSTOMER AGREEMENT (“**AGREEMENT**”) IS BETWEEN MINDSDB, INC. (“**VENDOR**”) AND CUSTOMER, AND GOVERN’S CUSTOMER’S USE OF AND ACCESS TO THE SERVICES AND PRODUCTS. CERTAIN CAPITALIZED TERMS ARE DEFINED IN SECTION 16 (DEFINITIONS) AND OTHERS ARE DEFINED CONTEXTUALLY IN THIS AGREEMENT. TERMS NOT DEFINED HEREIN SHALL BE DEFINED IN THE ORDER.

BY ACCEPTING THIS AGREEMENT, BY ACCEPTING OR EXECUTING AN ORDER FORM OR SIMILAR DOCUMENT THAT REFERENCES THIS AGREEMENT (“**ORDER**”), CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THE TERM “**CUSTOMER**” WILL REFER TO THE INDIVIDUAL ACCEPTING THIS AGREEMENT, PROVIDED THAT IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, AND THE TERM “**CUSTOMER**” WILL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE OR ACCESS THE SERVICES.

1. The Products.

1.1. Hosted Service Products. If the Product is a hosted service, then during the Subscription Term and subject to Customer’s compliance with the terms of this Agreement, Customer may access and use the Products in accordance with the Documentation, this Agreement and the Scope of Use.

1.2. Distributed Products. If the Product includes distributed software (including deployments of Products to Customer-controlled hardware or infrastructure), then subject to Customer’s compliance with the terms of this Agreement, Vendor grants Customer a non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to install, copy and use such Products on systems under Customer’s control in accordance with the Documentation and the Scope of Use. To the extent Vendor provides Customer with Updates to the distributed Products, then Customer agrees to promptly (but in any event, within 30 days of receipt) install and implement such Updates.

1.3. Users. Only Users may access or use the Products. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users’ compliance with this Agreement and actions taken through their accounts. Customer will promptly notify Vendor if it becomes aware of any compromise of its User login credentials.

1.4. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense a Product to a third party (other than Users); (b) use a Product on behalf of, or to provide any product or service to, third parties; (c) use a Product to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to a Product, except to the extent expressly permitted by Law (and then only with prior notice to Vendor); (e) modify or create derivative works of or Unauthorized Works from a

Product or copy any element of a Product; (f) remove or obscure any proprietary notices in a Product; (g) publish benchmarks or performance information about a Product; (h) interfere with the operation of a Product, circumvent any access restrictions, or conduct any security or vulnerability test of a Product; (i) transmit any viruses or other harmful materials to a Product; (j) take any action that risks harm to others or to the security, availability, or integrity of a Product; or (k) access or use a Product in a manner that violates any Law. Additionally, Customer must not use a Product for High Risk Activities, and notwithstanding anything else in this Agreement, Vendor has no liability for use of a Product for High Risk Activities.

2. Support. If purchased by Customer pursuant to an Order, then during the relevant Subscription Term, Vendor will provide Support for the relevant Products in accordance with Vendor’s Support Policy, available at: <https://mindsdb.com/support-policy> (“**Support Policy**”).

3. Third-Party Platforms. Customer may choose to use the Products with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement, and may enable data exchange between the Products and Third-Party Platforms. Vendor does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms use data received from the Products.

4. Services. Any purchased Services are as described in the relevant Order. Customer will give Vendor timely access to Customer Materials reasonably needed for the Services, and if Customer fails to do so, Vendor’s obligation to provide Services will be excused until access is provided. Vendor will use Customer Materials only for purposes of providing Services. If Vendor provides Customer with deliverables as part of Services, Customer may use the deliverables only as part of its authorized use of the

Products, subject to the same terms as for the Products in Section 1 (The Products).

5. Commercial Terms.

5.1. Subscription Term. The initial Subscription Term for an Order is set forth in the applicable Order (or if not specified, one year from the date thereof).

5.2. Fees and Taxes. Fees are as described in each Order. Customer will reimburse Vendor for reasonable travel and lodging expenses it incurs in providing Services. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Vendor's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 11.4 (Mitigation and Exceptions). Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Vendor's income tax. Fees and expenses are exclusive of Taxes.

5.3. Delivery. The Products, including the Documentation, will be delivered by electronic means unless otherwise specified on the applicable Order.

6. Warranties and Disclaimers.

6.1. Limited Warranty. Vendor warrants to Customer that:

(a) the Products will perform materially as described in the Documentation during the Subscription Term (the "**Performance Warranty**") and

(b) Vendor will perform any Services in a professional and workmanlike manner (the "**Services Warranty**").

6.2. Warranty Remedy. Customer's sole and exclusive remedy for breach of the Performance Warranty will be for Vendor to use reasonable efforts to correct the affected Products, and for breach of the Services Warranty will be to reperform the affected Support services. The Performance Warranty does not apply to (a) issues caused by misuse or unauthorized modifications, (b) issues in or caused by Third-Party Platforms or other third-party systems or (c) Early Access & Betas or other free or evaluation use.

6.3. Disclaimers. Except as expressly provided in Section 6.1 (Limited Warranty), the Products, Support, Services and all related Vendor services are provided "**AS IS**". Vendor and its suppliers make no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. The Products are not intended to meet any legal obligations, and Vendor has no liability, for High Risk Activities. Without

limiting its express obligations in Section 2 (Support), Vendor does not warrant that Customer's use of the Products will be uninterrupted or error-free or that any security mechanisms implemented by the Products will not have inherent limitations. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

7. Term and Termination.

7.1. Term. This Agreement starts on the date the first Order entered into hereunder is accepted and continues until terminated in accordance with the terms of this Agreement.

7.2. Termination. Either party may terminate this Agreement or the affected Orders if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. Either party may terminate this Agreement upon written notice to the other if there are no Orders then-in-effect.

7.3. Effect of Termination. Upon expiration or termination of this Agreement, all Orders will terminate. Upon termination or expiration of an Order, Customer's right to access, and license to the relevant Products, Support and Services will cease, and Customer must immediately cease using the Products and delete (or, upon request, return) all copies of the Products, and will, within 15 business days of such expiration or termination, certify in a writing signed by an officer of Customer that it has done so. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information. Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

7.4. Survival. These Sections survive expiration or termination of this Agreement: 1.4 (Restrictions), 5.2 (Fees and Taxes), 6.3 (Disclaimers), 7.3 (Effect of Termination), 7.4 (Survival), 8 (Ownership), 9.1 (Usage Data), 10 (Limitations of Liability), 11 (Indemnification), 12 (Confidentiality), 15 (General Terms) and 16 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

8. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Vendor's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in any Customer Materials provided to Vendor. Except for Customer's license rights in this Agreement, Vendor and its licensors retain all intellectual property and

other rights in the Products, any Services deliverables and related Vendor technology, templates, formats and dashboards, including any modifications or improvements to these items made by Vendor. If Customer provides Vendor with feedback or suggestions regarding the Products or other Vendor offerings, Vendor may use the feedback or suggestions without restriction or obligation.

9. Data.

9.1. Usage Data. Vendor may collect Usage Data through the Products by default, but Customer may disable collection of Usage Data through MindsDB Support. Vendor may collect Usage Data and use it to operate, improve and support the Products and for other lawful business practices, such as analytics, benchmarking and reports. However, Vendor will not disclose Usage Data externally, including in benchmarks or reports, unless it has been (a) de-identified so that it does not individually identify Customer, its Users or any other person and (b) aggregated with usage data across other Vendor customers.

9.2. Customer Data. By providing Vendor with any data that is subject to Data Protection Laws, Customer acknowledges and accepts Vendor's Data Processing Addendum:

<https://www.mindsdb.com/data-processing-addendum>.

10. Limitations of Liability.

10.1. Consequential Damages Waiver. **Except for Excluded Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.**

10.2. Liability Cap. **Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate two times the amounts paid or payable by Customer to Vendor during the prior 12 months under this Agreement.**

10.3. Excluded Claims. **"Excluded Claims"** means: (a) Customer's breach of Section 1.4 (Restrictions), (b) either party's breach of Section 12 (Confidentiality) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 11 (Indemnification).

10.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 10 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

11. Indemnification.

11.1. Indemnification by Vendor. Vendor will defend Customer from and against any third-party claim to the extent alleging that the Products, when used by Customer as authorized in this Agreement, infringes a third party's

patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Vendor resulting from the claim.

11.2. Indemnification by Customer. Customer will defend Vendor from and against any third-party claim to the extent (a) arising out of Customer's actual or alleged breach of Section 9.2, or (b) alleging that the Customer Materials, when used by Vendor as authorized in this Agreement, infringe a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Vendor against any damages or costs awarded against Vendor (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

11.3. Procedures. The indemnifying party's obligations in this Section 11 are subject to receiving (a) prompt notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Products, when Vendor is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

11.4. Mitigation and Exceptions. In response to an actual or potential infringement claim, if required by settlement or injunction or as Vendor determines necessary to avoid material liability, Vendor may at its option: (a) procure rights for Customer's continued use of the Products, (b) replace or modify the allegedly infringing portion of the Products to avoid infringement without reducing the Products' overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Vendor's obligations in this Section 11 do not apply (1) to infringement resulting from Customer's modification of the Products or use of the Products in combination with items not provided by Vendor (including Third-Party Platforms), (2) to any unsupported release of the Products, (3) to any third-party code contained within the Products (including, for the avoidance of doubt, any artificial intelligence models made available within or in connection with the Products), (4) to unauthorized use of the Products, (5) if Customer settles or makes any admissions about a claim without Vendor's prior consent or (6) to Early Access & Betas or other free or evaluation use. **This Section 11 sets out Customer's exclusive remedy and Vendor's entire liability regarding infringement of third-party intellectual property rights.**

12. Confidentiality.

12.1. Definition. “**Confidential Information**” means information disclosed to the receiving party under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Vendor’s Confidential Information includes the terms and conditions of this Agreement, the Products and any technical or performance information about the Products.

12.2. Obligations. As receiving party, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Vendor, the subcontractors referenced in Section 15.8), provided it remains responsible for their compliance with this Section 12 and they are bound to confidentiality obligations no less protective than this Section 12.

12.3. Exclusions. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party’s Confidential Information. The receiving party may disclose Confidential Information if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment.

12.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 12.

13. Early Access & Betas. If Customer receives early access to the Products or Products features on a free or trial basis or as an alpha, beta or early access offering (“**Early Access & Betas**”), use is permitted only for Customer’s internal evaluation during the period designated by Vendor (or if not designated, 30 days). Early Access & Betas are optional and either party may terminate Early Access & Betas at any time for any reason. Early Access & Betas may be inoperable, incomplete or include features that Vendor may never release, and their features and performance information are Vendor’s Confidential Information. **Notwithstanding anything else in this Agreement, Vendor provides no warranty, indemnity or**

support for Early Access & Betas and its liability for Early Access & Betas will not exceed US\$50.

14. Publicity. Neither party may publicly announce this Agreement except with the other party’s prior consent or as required by Laws. However, Vendor may include Customer and its trademarks in Vendor’s customer lists and promotional materials but will cease further use at Customer’s written request.

15. General Terms.

15.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns.

15.2. Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

15.3. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the Order, or if not specified, then for notices to Customer, to the address Vendor then-has on file for Customer, and for notices to Vendor, to ATTN: Legal, 3277 S. White Rd. PMB 10166, San Jose, CA 95148 or via email to admin@mindsdb.com. Notice will be deemed given: (a) upon receipt if by personal delivery, (b) upon receipt if by certified or registered U.S. mail (return receipt requested), (c) one day after dispatch if by a commercial overnight delivery service or (d) upon delivery if by email. Either party may update its address with notice to the other party. Vendor may also send operational notices to Customer by email.

15.4. Entire Agreement. This Agreement (which includes all Orders) is the parties’ entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and “including” and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

15.5. Amendments. Any amendments, modifications or supplements to this Agreement must be in writing and signed by each party’s authorized representatives or, as

appropriate, agreed through electronic means provided by Vendor. Nonetheless, with notice to Customer, Vendor may modify the Support Policy to reflect new features or changing practices, but the modifications will not materially decrease Vendor's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Vendor; any of these Customer documents are for administrative purposes only and have no legal effect.

15.6. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

15.7. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

15.8. Subcontractors. Vendor may use subcontractors and permit them to exercise Vendor's rights, but Vendor remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

15.9. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

15.10. Export. Customer acknowledges that the Products are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not and will not allow any third party to remove or export from the United States or allow the export or re-export of any part of the Products or any direct product thereof (a) into (or to a national or resident of) any embargoed or terrorist-supporting country, (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals, (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of or a national or resident of any such prohibited country or on any such prohibited party list. The Products are further restricted from being used for the design or development of nuclear, chemical or biological weapons or missile technology, or for terrorist activity,

without the prior permission of the United States government.

15.11. Open Source. The Products may incorporate third-party open source Products ("OSS"), as listed by Vendor upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

15.12. Government End-Users. Elements of the Products are commercial computer Products. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

15.13. License Verification. Upon Vendor's written request, Customer will certify in writing that its use of the Products is in full compliance with the terms of this Agreement, including the applicable Scope of Use. If Customer exceeds the Scope of Use, Customer will pay Vendor for its past and ongoing excess use at the rates set forth in the applicable Order. With prior reasonable notice of at least 10 days, Vendor may audit the copies of the Products in use by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals that Customer's use is not in accordance with the Scope of Use. Vendor will not exercise these verification rights more than once annually except in cases of repeated violations.

16. Definitions.

"Affiliate" means an entity directly or indirectly owned or controlled by a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

"Connected Datasource" means a database or other data source owned or controlled by Customer that Customer connects to, queries from, or otherwise accesses through the Products.

"Customer Materials" means materials, systems and other resources that Customer provides to Vendor in connection with Services.

"Data Protection Laws" means: (a) the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time; (b) the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and the

e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), their national implementations in the European Economic Area (“EEA”), and all other data protection laws of the EEA including laws of the European Union (“EU”), the data protection laws of the United Kingdom (“UK”) and Switzerland, each as applicable, and as may be amended or replaced from time to time; and (c) any similar Laws.

“**Documentation**” means Vendor’s usage guidelines and standard technical documentation for the Products, the current version of which is at:

<https://docs.mindsdb.com/mindsdb>.

“**High Risk Activities**” means activities where use or failure of the Products could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

“**Laws**” means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

“**Mind**” means a commercially offered version of the MindsDB technology, which is a combination of: (a) one or more Connected Datasources, and (b) an artificial intelligence or large language model that utilizes (for training, retrieval augmented generation, or otherwise) data from such Connected Datasources, as identified within the Product.

“**Products**” means the then-current version of Vendor’s proprietary cloud hosted or on-premises products, as identified in the relevant Order. The Products include the Documentation and any Vendor-provided updates but does not include Services deliverables or Third-Party Platforms.

“**Scope of Use**” means Customer’s authorized scope of use for the Products specified in the applicable Order, which may include any user, copy, instance, CPU, computer, field of use or other restrictions.

“**Services**” means any training, enablement or other technical services provided by Vendor related to the Products, as identified in an Order.

“**Subscription Term**” means the term for Customer’s use of the Products as identified in an Order.

“**Support**” means the support services for the Products purchased by Customer, as described in the relevant Support Policy.

“**Third-Party Platform**” means any platform, Connected Datasource, add-on, service or product not provided by Vendor that Customer elects to integrate or enable for use with the Products.

“**Unauthorized Works**” means any work that re-uses, copies, or translates MindsDB Products or Services or any

portion thereof to deliver similar capability within Customer environments or applications.

“**Updates**” means all patches, bug fixes, error corrections, or other updates to a Product provided by Vendor to Customer.

“**Usage Data**” means Vendor’s technical logs, data and learnings about Customer’s use of the Products.

“**User**” means any employee or contractor of Customer or its Affiliates that Customer allows to use the Products on its behalf.