MinIO Standard Annual Subscription Agreement

This MinIO Standard Annual Subscription Agreement (this "Agreement") contains the terms and conditionsthat govern your access to and use of the Service Offerings (as defined below) and is an agreementbetween MinIO, Inc ("MinIO") and you or the entity you represent. This Agreement takes effect whenyou click an "I Accept" button or check box presented with these terms or, if earlier, when you use anyof the Service Offerings or agree to an Order Form (the "Effective Date") that incorporates thisAgreement. You represent to us that you are lawfully able to enter into contracts. If you are enteringinto this Agreement for an entity, such as the company you work for, you represent to us that you havelegal authority to bind that entity.

This Agreement addresses unique commercial considerations that apply to our Service Offerings including our Products, open source software, and our subscription business model.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICE OFFERINGS FROM MinIO.

1. Definitions. The following terms have the following meanings:

"Affiliate" means in respect of a party, any entity that from time to time, directly or indirectly, Controls, is Controlled by, or is under common Control with that party and any other entity agreed in writing by the parties as being an Affiliate in respect of either party;

"Auto Renew"or "Auto Renewal" is the process by which the Services Period of certain Services under this Agreement or an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement.

"Confidential Information" means information a party designates as confidential or reasonably considers as confidential, and includes pricing information on an Order Form. In addition, any software provided under this Agreement that is not made generally available to the public without an obligation of confidentiality shall be considered the Confidential Information of MinIO. "Confidential Information" excludes information that is (a) or becomes publicly available through no fault of the recipient, (b) received from a third party without a duty of confidentiality, (c) independently developed by the receiving party without breaching this Agreement, or (d) rightfully known or lawfully in the possession of the receiving party prior to disclosure from the other party, or (e) the information is licensed under an Open Source License (as defined by the Open Source Initiative (https://opensource.org/)).

"Content" means software (including machine images), data, text, audio, video or images.

"Customer," "you" and **"your"** means the organization that agrees to an Order Form.

"Documentation" means the instructions, specifications and information regarding the Services or the Software available at https://subnet.min.io and https://docs.min.io

"MinIO," "we," "our" and **"us"** means the MinIO, a Delaware corporation.

"Order Form" means an ordering document for Subscriptions signed by both parties that refers to this Agreement, or submitted by you through our platform.

"Service Offerings" means the Support Services (including associated APIs), MinIO SUBNET, MinIO Content, MinIO Software, MinIO Object Storage Suite, Subscription and Support, MinIO Marks, and any other product or service provided by us under this Agreement.

"Supported Software" means any software included in your Subscription.

"Subscription" means a time-bound subscription for MinIO Service Offerings including subscription to SUBNET, Services or Support or Consulting Services provided through SUBNET.

"SUBNET" is the digital service platform through which Customers engage with MinIO and its Service Offerings.

"Services" means Support Services included in a Subscription.

"Term" means the term of this Agreement described in Section 8.1.

"Termination Date" means the effective date of termination provided in accordance with Section 8, in a notice from one party to the other.

"Your Content" means all software, data (including Personal Data), text, images, audio, video, photographs, non-MinIO or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services Offerings. Services under this Agreement, MinIO Software, other MinIO products and services, and MinIO intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content". Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any MinIO provided tools

2. Order and Structure

2.1. Generally. You may access and use the Service Offerings in accordance with this Agreement. Service Level Agreements and Terms and Conditions that apply to certain Service Offerings. You will comply with the terms of this Agreement and all MinIO, rules and regulations applicable to your use of the Service Offerings.

2.2. Services. We will provide you with direct-to engineering support delivered via **SUBNET** in accordance with the applicable support policy as described in the Support Services Addendum (the "**Addendum**") .

2.3. Registration and your Account. To register to use the Service Offerings, you must create a username and password with a valid email address, a valid form of payment and provide us with the information requested in the registration process. Unless explicitly permitted by the Service Terms, you will only create one account per email address. You will provide complete and accurate information during the registration process and will update your information to ensure it remains

accurate. You will not disclose your username, password or two-factor authentication information to any unauthorized persons. Neither you nor any End User will use the Services or Software in any manner or for any purpose other than as expressly permitted by this Agreement. You are responsible for all activities in your account, regardless of whether undertaken by you, your employees or a third party (including contractors or agents), and MinIO is not responsible for unauthorized access to your account. You will contact us immediately if you believe unauthorized activity has occurred in your account or if your account information is lost or stolen.

3. Use of The Service Offerings

3.1. Except as otherwise provided in this Agreement, You are responsible for all activities that occur under your account, and agree to notify MinIO immediately of any unauthorized use. Your Affiliates may purchase Subscriptions directly from us and you may allow an Affiliate to use your Subscriptions as long as you are responsible for the Affiliate's compliance with this Agreement. You may not sell your subscription. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services Offerings, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. You do not acquire under this Agreement any right or license to use the Services in excess of the scope and/or duration stated in this Agreement. Upon the end of the term of this Agreement, Your right to access and use the Subscription Services will terminate.

3.2. You are responsible for properly configuring and using the Service Offerings and otherwise taking appropriate action to secure, protect and backup your accounts and Your Content and Data.

3.3. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications.

3.4. You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may violate applicable MinIO policies or terms.

3.5. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Service Offerings, including for the Programs and all software.

4. Intellectual Property Rights

4.1. You represent and warrant to us that: (i) you have all rights in your data necessary to grant the rights contemplated by this Agreement; and (ii) none of your data violates this Agreement, any applicable law or any third party's intellectual property or other right.

4.2. Except as provided in this Section 4, You retain all ownership and intellectual property rights in and to Your Content and Your Applications. MinIO or its licensors retain all ownership and intellectual

property rights to the Service Offerings and derivative works thereof, and to anything developed or delivered by or on behalf of MinIO under this Agreement. Except as provided in this Section 4, nothing in this Agreement shall assign to Customer any intellectual property rights owned by MinIO and, for the avoidance of doubt, all intellectual property rights in and to any custom feature of the Supported Software created by MinIO for Customer, or the results of any unique implementation of the Supported Software by MinIO for Customer, or derivative works thereof shall continue to be owned by MinIO. MinIO may include software that is openly and freely licensed under the terms of a public license designated by a third party ("Open Source Software"). Nothing in these Terms shall be construed to limit your rights under such Open Source or similar license terms.

4.3. Service Offerings License Grant. During the term of this Agreement and subject to Your payment obligations, and except as otherwise set forth in this Agreement, you have a non-exclusive, non-assignable, non-sublicensable, non-transferable limited right to access and use our Standard Subscription based support and maintenance services that you subscribed to including anything developed by MinIO and delivered to you as in accordance with this Agreement. MinIO develops and supports certain Software ("Supported Software") and provides it as part of the Service Offerings. Subject to the terms of this Agreement, MinIO grants to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to copy and use the Supported Software solely in connection with your permitted use of the Service Offerings. Except as provided in this Section 4.3, you obtain no rights under this Agreement from us to the Service Offerings, including any related intellectual property rights. As part of the Service Offerings, some MinIO Supported Software and Third-Party Content may be provided to you under separate Open Source licenses. Nothing in these Terms shall be construed to limit your rights under such Open Source or similar license terms.

4.4. You are not obligated to provide us with any suggestions or other feedback about the Service Offerings or otherwise, but if you do, we may use and modify this feedback without any restriction or payment.

4.5. License Restrictions. Customer shall not attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Service Offerings including the Supported Software or the Services; access all or any part of the Services in order to build a product or service which competes with the MinIO Services. Customer shall not attempt to and shall not assist any third party to: (a) make the Support Services available to any third parties (other than affiliates of Customer); (b) distribute any Software or other materials that have been made available to Customer by MinIO in connection with the Support Services. You will make every reasonable effort to prevent unauthorized third parties from accessing the Services and shall notify MinIO promptly of any such unauthorized access or use. You may not, or cause or permit others to modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Service Offerings (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by MinIO), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to MinIO. You may not, or cause or permit others to license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit

timesharing, or otherwise commercially exploit or make the Service Offerings, MinIO Programs, Supported Software, MinIO Content, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order. Except as expressly provided herein no part of the Service Offerings may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. You may only use the MinIO Marks in accordance with the MinIO Trademark Use Guidelines and Policy.

5. Data Protection

5.1. In performing the Services, MinIO will comply with the MinIO Services Privacy Policy, which is available at https://min.io/privacy-policy and incorporated herein by reference. The MinIO Services Privacy Policy is subject to change at MinIO's discretion.

5.2. Unless otherwise specified in Your Subscription, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on MinIO in addition to or different from those specified in the Service Specifications.

6. Payments and Fees.

6.1. Fees. We will bill you the fees and charges monthly. We may bill you for fees accrued if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described on the MinIO Website using one of the payment methods we support or as indicated on the Order Form. Fees and charges for any new Service or new feature of a Service will be effective when we post updated fees and charges on the MinIO Website unless we expressly state otherwise in a notice.

Our fees are exclusive of all taxes that are payable in respect of the Product or its Use in the jurisdiction in which the payment is either made or received. To the extent that MinIO is required by law to collect any taxes, duties or similar levy related to the purchase, you must pay MinIO the amount of such taxes, duties or similar levies in addition to any fees owed by you under this EULA. If you have obtained an exemption from the payment of such taxes or levies and you provide such information to MinIO, MinIO will take reasonable efforts to provide you with such invoicing documents as may enable you to obtain a refund or credit for the amount of taxes or levies so paid from any relevant revenue authority, if such a refund or credit is available.

6.2. The Customer will pay, and authorizes MinIO to charge, using the customer's selected payment method, for all applicable fees. Your payment for Subscription is non-refundable and you may not cancel an Order Form or Subscription except as stated in this Agreement. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding. Our fees exclude and you will pay applicable taxes and similar charges, including sales, usage, excise and value added taxes. The Customer is responsible for providing complete and accurate billing and contact information. MinIO may suspend or terminate the Subscription if fees are overdue. Customer's account is set to auto-renewal, MinIO may charge automatically for the renewal, unless the Customer notifies MinIO that the Customer wants to cancel or disable auto-renewal. MinIO may revise service rates by providing the customer at least 30 days notice prior to the next charge. Nothing in this Agreement requires either party to pay any income taxes or similar charges of the other party. If

applicable law requires you to withhold any amount from your payment, you will provide us with copies of documents related to your withholding upon our request.

7. Confidentiality

By virtue of this Agreement, the parties may have access to information that is confidential to one another. We each agree to disclose only information that is required for the performance of obligations under this Agreement. Neither Party shall use the Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except: (a) to its officers, employees, consultants and legal advisors who have a "need to know" such Confidential Information, who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Agreement; or (b) where the Receiving Party becomes legally compelled to disclose Confidential Information. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party, and will take at least those measures that it takes to protect its own confidential information of a like nature. The Receiving Party will use reasonable efforts to provide timely notice of any legally compelled disclosure to facilitate confidential treatment of Disclosing Party's Confidential Information and will furnish only that portion of Confidential Information that it is legally required to disclose after exercising reasonable efforts to obtain assurance that such information will receive confidential treatment.

8. Term and Termination

8.1. Term. The term of this Agreement is for one year and will commence on the Effective Date and will remain in effect until terminated under this Section 8. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 8.2.

8.2. Termination. a) Termination for Convenience. You may terminate this Agreement for any reason by providing us notice and closing your account for all Services for which we provide an account closing mechanism. We may terminate this Agreement for any reason by providing you at least 30 days' advance notice.

(b) Termination for Cause.

(i) By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party. No later than the Termination Date, you will close your account.

(ii) By Us. We may also terminate this Agreement immediately upon notice to you (A) for cause (B)) You are, or any User is, in breach of this Agreement (C) You are in breach of your payment obligations under Section 6 (D) in order to comply with the law or requests of governmental entities.

8.3. Effect of Termination.

a) Generally. Upon the Termination Date:

(i) except as provided in Section 8.3(b), all your rights under this Agreement immediately terminate;

(ii) you remain responsible for all fees and charges you have incurred through the term of the agreement and are responsible for any fees and charges you incur during the post-termination period described in Section 8.3(b); For the purpose of clarity, You will be responsible for paying the entire fee for the term of the contract.

(iii) you will immediately return or, if instructed by us, destroy all MinIO Content in your possession; and

(iv) Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, confidentiality, licensing, infringement indemnity, payment and others which by their nature are intended to survive.

(b) Post-Termination. Unless we terminate your use of the Service Offerings pursuant to Section 8.2(b), during the 30 days following the Termination Date:

(i) we will not take action to remove from the MinIO systems any of Your Content as a result of the termination; and

(ii) we will allow you to retrieve Your Content from the SUBNET Services only if you have paid all amounts due under this Agreement.

For any use of the Services after the Termination Date, the terms of this Agreement will apply and you will pay the applicable fees at the rates under Section 6.

9. Indemnification.

You will defend, indemnify, and hold harmless MinIO and our affiliates and each of our respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your MinIO SUBNET account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you, End Users or Your Content; or (c) a dispute between you and any End User. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at our then-current hourly rates.

10. Representations and Warranties

10.1 MinIO represents and warrants that (a) it has the authority to enter into this Agreement, (b) the Support Services will be performed in a professional and workmanlike manner by qualified personnel, Customer represents and warrants that (a) it has the authority to enter into this Agreement, and (b) its

use of the Service Offerings and MinIO Products will comply with all applicable MinIO Agreements, Terms and Conditions, and it will not use the MinIO Support Services or Supported Software for any illegal activity.

10.2 THE SERVICE OFFERINGS AND THE SUPPORTED SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND MinIO HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MinIO DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICE OFFERINGS OR SUPPORTED SOFTWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR-FREE, OR THAT MinIO WILL CORRECT ALL SOFTWARE PROBLEMS OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

11. Limitation of liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MinIO OR OUR AFFILIATES BE LIABLE FOR ANY LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

YOU ACKNOWLEDGE THAT MinIO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. MINIO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. MinIO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. MinIO DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

FURTHER, MinIO WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MinIO FOR ANY AND ALL CLAIMS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH THE APPLICABLE CAUSE OF ACTION AROSE. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF MinIO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION REFLECT THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12. GENERAL

12.1. Independent Contractor. MinIO is an independent contractor, and nothing in this Agreement or related to MinIO's performance hereunder will be construed to create an employment or agency relationship between Customer and MinIO.

12.2. Force Majeure. Except for the obligation to pay money, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, an act of war, government or terrorism, an earthquake, flood, weather, accident, embargo, riot, pandemic, epidemic, sabotage, or labor shortage or dispute, or the failure of the Internet, phone system, or any public utility. The delayed Party shall give the other Party notice of such cause and shall use commercially reasonable efforts to correct such failure or delay in performance. This Section does not excuse Your obligation to pay for the Service Offerings.

12.3. Assignment. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided that MinIO may assign this Agreement without the written consent of Customer as part of a corporate reorganization, upon a change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement, or in connection with a similar transaction or series of transactions. Effective upon such assignment, the assignee is deemed substituted for MinIO as a party to this Agreement and MinIO is fully released from all of its obligations and duties to perform under this Agreement. Any assignment or transfer in violation of this Section will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. MinIO may freely subcontract the Support Services to third parties.

12.4. Entire Agreement. This Agreement, including the Addendum and any other documents, policies incorporated by reference into this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), contains the entire agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, between the Parties. Except as set forth herein, neither this Agreement nor any Order may be modified or amended except in a written amendment signed by both Parties. No terms of any purchase order, acknowledgement, or other form provided by Customer will modify this Agreement, regardless of any failure of MinIO to object to such terms. In the event of a conflict the following order of precedence shall apply: (a) the main body of this Agreement; (b) the Addendum provided, (c) an Order Form. A purchase order is for convenience only and any terms that govern the purchase order are of no effect. Customer's purchase of any Subscription is not

contingent on, and Customer has not relied on, the delivery of any future functionality, regardless of any communication about our products.

12.5. MinIO may audit Your use of the Service Offerings (e.g., through use of software tools) to assess whether Your use of the Service Offerings is in accordance with this Agreement. You agree to cooperate with MinIO's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

12.6. Modifications to this Agreement. MinIO may modify this Agreement from time to time. If MinIO makes any material changes to this Agreement, MinIO may notify Customer by sending an email in accordance with Section or by prominently posting notice of the changes on MinIO's website. Any changes to this Agreement will be effective beginning upon the effective date of any new Order, or on first day of the next Renewal Term of an existing Order. If the email address provided by Customer to MinIO is not valid, or for any reason is not capable of delivering to Customer the notice described above, MinIO's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued receipt of the Support Services following notice of such changes shall indicate Customer's acknowledgement of such changes and agreement to be bound by the updated version of this Agreement.

12.7. Export Restrictions. MinIO may supply Customer with technical data that is subject to export control restrictions under the MinIO and regulations of the United States. MinIO will not be responsible for Customer's compliance with applicable export obligations or requirements for this technical data. Customer agrees to comply with all applicable export control restrictions And to obtain all required authorizations, permits, or licenses to export, re-export or import, as required. Without limiting the foregoing, you agree that you will not export, disclose, re-export or transfer the such data, directly or indirectly, to: (a) any U.S. embargoed destination; or (b) anyone on(or controlled by a person or entity on)a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

12.8. Notice. Notices under this Agreement will be in writing and effective on the delivery date. We may provide any notice to you under this Agreement by posting a notice on the site for the applicable Services or sending a message to the email address associated with your account. To give us notice under this Agreement, you must send us your notice by certified mail, return receipt requested,postage prepaid to Attention: Legal Department, MinIO, Inc. 275 Shoreline Drive, Suite 100, Redwoodshores, CA 94065.

12.9. Waiver. No term of this Agreement shall be considered waived and no breach excused by either Party unless made in writing. No consent, waiver, or excuse by either Party, express or implied, of any provision of this Agreement shall constitute a consent, waiver or excuse of any other breach of that or any other provision of this Agreement.

12.10. Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement. The Parties hereto agree to replace any such illegal or unenforceable provision with a new provision that has the most nearly similar permissible economic or other effect.

12.11. Controlling Law. This Agreement will be governed by the MinIO of the State of California, without reference to conflict of MinIO principles. In any dispute arising out of this Agreement, Customer and MinIO each consent to the exclusive personal jurisdiction and venue in the state and federal courts within Santa Clara County, California. The Parties exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transactions that may be implemented in connection with this Agreement.

MINIO, INC.
SUPPORT SERVICES ADDENDUM

This Support Services Addendum (this "**Addendum**") describes the Support Services to be provided under the Agreement between Customer and MinIO. Capitalized terms not defined in this Addendum have the meanings given to them in the Agreement.

1. DEFINITIONS

1.1. **"Panic Button"** means a special feature that provides one-on-one, high-priority, commercially reasonable, fast-response support from MinIO engineers.

1.2. "**Problem**" means a failure of the Supported Software to substantially conform to the functional specifications set forth in the applicable documentation provided by MinIO.

1.3. "**Support Interface**" means the MinIO support interface called, "SUBNET" made available to Customer by MinIO, which may include some or all of the following: a knowledge base, on-line case tracking, frequently asked questions, security errata, download page for Updates and Upgrades, and documentation.

1.4. **"Support Services"** means each of the services made available by us under this Agreement including those offered via SUBNET, Panic Button, Annual Performance and Architecture Reviews, software support and problem resolution as part of the Service offerings.

1.5. "**Updates and Upgrades**" means subsequently released versions of the Supported Software. For clarity, Updates and Upgrades do not include any products that MinIO licenses separately from the Supported Software or for an additional fee.

1.6. "**Workaround**" means a modification or "patch" for a particular version of the Supported Software, which may be of a temporary or interim nature, to help avoid, correct or circumvent a Problem.

2. SUPPORT SERVICES

2.1. **Eligibility**. Upon payment of the applicable Fees, MinIO shall provide Support Services as further described herein. To be eligible to receive Support Services in accordance with this Addendum, Customer must: (a) maintain an active user account on the Support Interface SUBNET; and (b)

associate such user account with the applicable instance of the Supported Software for which the Support Services are to be provided by updating the configuration file of the Supported Software.

2.2. Maintenance; Updates and Upgrades. As part of the Support Services, MinIO shall use commercially reasonable efforts to maintain the Supported Software so that it operates without Problems. MinIO shall supply Customer with Guided Updates and Upgrades for the Supported Software during the Subscription Term. Such Updates and Upgrades shall be provided to Customer at no charge.

2.3. Support. Subject to Section 2.1 of this Addendum, MinIO shall provide the Support Services described herein to assist in Customer's use of the Supported Software and resolve Problems in the Supported Software through direct engineering support delivered via a secure communication platform, "SUBNET". Support Services via SUBNET are available on a 24x7 basis excluding planned outages, maintenance windows, and unavoidable events. MinIO agrees to use commercially reasonable efforts to acknowledge, with a communication from a member of MinIO's support team, the Problems reported to MinIO by Customer through the Support Interface in less than 48 business hours after receiving such report, and to use commercially reasonable efforts to provide Workarounds in a prompt manner. Acknowledgements will be through SUBNET. Customers will have access to one "Panic Button" per subscription.

2.4. Customer Information. To assist in expeditiously resolving a Problem, the Customer should record the following information for reference and should provide the information to MinIO through the Support Interface SUBNET : (a) error messages and indications that Customer received when the malfunction occurred; (b) what the user was doing when the malfunction occurred; (c) what steps Customer has taken to reproduce the malfunction; (d) what steps Customer has already taken to solve the Problem; and (e) system logs.

2.5. Resolution. If a Problem is reported to MinIO by Customer in accordance with this Section 2, then MinIO will use commercially reasonable efforts to reproduce and resolve the Problem, and will carry out those efforts until the Problem is reasonably addressed; provided, however, that Customer shall respond to follow-up inquiries and other requests from MinIO to assist in reproducing and resolving the Problem, including as set forth in Section 4 of this Addendum.

3. Optional Maintenance and Support Services

3.1. On-Site Support Services. For an additional fee, Customer may elect to receive on-site support and maintenance.

3.2. Training. For an additional fee, Customer may elect to receive training with respect to the Supported Software.

3.3. Consulting Related to Customer Defects. For an additional fee, Customer may elect to receive consulting services related to Problems caused by issues other than the Supported Software.

3.4. Out of Pocket Expenses. Customer shall pay all reasonable out-of-pocket expenses incurred by MinIO related to maintenance and support services requested by Customer that are beyond the scope of this Addendum, including costs for meals, lodging and travel.

4. Obligations of Customer

4.1. Point of Contact. Customer shall designate an Authorized Representative as Admin who will be responsible for payments for the Service Offerings and other account-specific details.

4.2. **Pre-Submission Procedures**. Prior to requesting Support Services from MinIO, Customer shall comply with all published operating and troubleshooting procedures for the Supported Software. If such efforts are unsuccessful in eliminating the Problem, Customer shall then promptly notify MinIO of any Problem through the Support Interface. Customer shall confirm that the following conditions are true before contacting MinIO for Support Services:

4.2.1. Reproduction. If possible and practical, the Problem is reproducible in a single supported instance of Supported Software.

4.2.2. Release Level. The Supported Software is at a supported release level as set forth in Section 5.2 of this Addendum.

4.2.3. Support Representative. The Customer contact has the technical knowledge regarding the Supported Software and any other software or hardware systems involved, and in the facts and circumstances surrounding the Problem.

4.2.4. Access. The full system, including all software and hardware, is available to the Customer contact without limitations during any correspondence with MinIO support personnel.

4.2.5. Cooperation. The Customer contact will follow the instructions and suggestions of MinIO's support personnel when servicing the Supported Software.

4.3. **Updates and Upgrades**. Customer acknowledges and agrees that Updates and Upgrades provided by MinIO pursuant to this Agreement may, in MinIO's reasonable discretion, require additional training of Customer's personnel.

4.4. **Test Cases**. For certain Problems, MinIO may require that Customer provide MinIO a test case and sufficient documentation to allow duplication of the Problem and the provision of Support Services. If such test case and documentation are not provided, MinIO will be relieved of the obligation to provide any Support Services that are dependent on such test case or documentation until Customer provides such test case or documentation.

4.5. **Disclaimer**. MinIO shall not be responsible to provide Support Services, Updates and Upgrades, or any other maintenance and support to the extent that Problems arise because Customer: (a) misuses, improperly uses, misconfigures, alters or damages the Supported Software; (b) uses the Supported Software with any hardware or software not supplied or supported by MinIO; (c) fails to install any Updates and Upgrades to the Supported Software if such Updates and Upgrades would have resolved the Problem; or (d) otherwise uses the Supported Software in a manner not in accordance with the Agreement, applicable documentation or MinIO's instructions.

5. LIMITATION ON STANDARD MAINTENANCE AND SUPPORT

5.1. **Customer Defects**. MinIO shall have no obligation to repair or address any Problem that is due to Customer's incorrect or improper use of the Supported Software or failure to comply with the terms of this Agreement. However, at Customer's request in writing approving the fees therefor, MinIO may provide consulting services to correct the Problem pursuant to Section 3.3 of this Addendum.

5.2. **Release Support Period**. MinIO shall provide Support Services for a release of the Supported Software if such release was made generally available during the previous 12 months.

5.3. **Third Party Products**. Support Services do not cover the operation or use of third-party hardware or software, nor do Support Services cover Supported Software to the extent modified by Customer or used in any manner in violation of the Agreement or inconsistent with any documentation or specifications provided by MinIO.

5.4. **No Training**. Unless purchased as an additional service, the Support Services provided do not include assistance in training Customer's personnel in the installation, administration, servicing or use of the Supported Software.

5.5. **Data**. MinIO shall have no responsibility for loss of or damage to Customer's data, regardless of the cause.