

RESERVED.AI
SAAS SERVICES TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 SaaS Services; Access. These Terms and Conditions, together with the applicable ordering document agreed upon in connection herewith, constitute a legally binding agreement (this “Agreement”) and provide you (the “Customer”) with access to Reserved.ai’s automated management platform for Amazon Reserved Instances & Savings Plans (“Reserved Instances”) and other services offered through its website (collectively, the “Services”). Subject to the terms of this Agreement, Reserved.ai Inc. (“Reserved.ai”) grants to Customer a limited, fee-bearing, non-sublicensable, worldwide, non-exclusive right and license, solely for its own internal business operations during the Term (as defined herein), to access and to use the Services.

1.2 Support Services. Subject to the terms hereof, Reserved.ai will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. USE RESTRICTIONS; REGULATIONS; CUSTOMER’S RESPONSIBILITIES

2.1 Use Restrictions. Except as expressly provided in this Agreement, Customer agrees, on behalf of itself and its personnel, that it will not, and will not allow its personnel to, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); (b) modify, adapt, reproduce, translate, transform or create derivative works based on the Services or any Software (except to the extent expressly permitted by Reserved.ai or authorized within the Services); (c) sublicense or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (d) use the Services other than as permitted herein; (e) access or attempt to access the Services or any other information stored by Reserved.ai other than through the documented features of the Services; (f) publicly disclose any information derived from or produced by the Services or knowingly violate privacy or other applicable laws; (g) access the Services to: (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; (h) permit access to the Services by a competitor of Reserved.ai; or (i) remove any proprietary notices or labels. Reserved.ai may suspend or terminate the Services if it believes Customer or Customer’s personnel may be (or are alleged to be) violating any of the foregoing restrictions or are otherwise in breach of this Agreement.

2.2 Export Control; Government Users. Customer shall not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, Software and documentation related thereto are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” If the Services, Software or related documentation are being acquired by or on behalf of the U.S. Government, then, consistent with DFAR section 227.7202 and FAR section 12.212, as applicable, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer’s Responsibilities. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Reserved.ai account. Reserved.ai reserves the right to refuse registration of, or cancel passwords it deems not in compliance with password construction guidelines. Customer shall also be responsible for maintaining the security and confidentiality of Customer’s account and passwords (including but not limited to administrative and user passwords). Customer shall be responsible for any and all actions taken using Customer’s login credentials.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Confidential Information. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Reserved.ai includes non-public information regarding the Services, including without limitation any information pertaining to the features, functionality or performance thereof.

Proprietary Information of Customer includes non-public information provided by Customer to Reserved.ai to enable the provision of the Services, including any data that is based on or derived from Customer Data, such as data relating to the purchase of Reserved Instances contracts (“Customer Data”). The Receiving Party agrees: (i) to take no less than commercially reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information; provided that the Receiving Party may disclose Proprietary Information of the Disclosing Party to its officers, employees, contractors and advisors who need to know such information for the purposes of this Agreement and are themselves legally bound by confidentiality and nonuse obligations at least as restrictive as those set forth in this Agreement. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public through no fault of the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party without the obligation of confidentiality, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party. A party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose the Disclosing Party’s Proprietary Information may disclose the Disclosing Party’s Proprietary Information in compliance with such request provided that such party shall first, to the extent lawful, have given sufficient and prompt written notice to the Disclosing Party of the receipt of any subpoena or other request for such disclosure. Notwithstanding the foregoing obligations, nothing in this Section 3.1 shall limit or restrict the ability of the Disclosing Party to act on its own behalf and at its own expense to prevent or limit the required disclosure of its Proprietary Information.

3.2 Ownership and Proprietary Rights of Customer. As between the parties, Customer shall own all right, title and interest in and to the Customer Data. Customer hereby grants Reserved.ai a non-exclusive, worldwide, royalty-free right to: (a) use, copy, store, transmit, process, receive, view, distribute, perform, display, modify and create derivative works of the Customer Data to perform the Services hereunder; and (b) collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data), and Reserved.ai will be free (during and after the Term) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Reserved.ai offerings, and (ii) aggregate such information, including Customer Data, with similar data from other Reserved.ai customers such that the resulting data cannot be used to identify a specific customer, including Customer (“Non-Identifiable Customer Data”). Customer grants Reserved.ai a worldwide, royalty-free, irrevocable, perpetual, transferable, sublicensable and non-exclusive right and license to use any and all Non-Identifiable Customer Data for any purpose worldwide.

3.3 Ownership and Proprietary Rights of Reserved.ai. Reserved.ai reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Reserved.ai shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with any additional services, including any implementation services or support, and (c) all intellectual property rights related to any of the foregoing. Customer acknowledges and agrees that it does not acquire any right, title or interest to the Services, Software or any documentation relating thereto except as expressly set forth herein.

3.4 Feedback. Customer may, from time to time, submit or recommend to Reserved.ai additional features, functionality, performance, comments, data, ideas, descriptions of processes or other information (collectively, “Feedback”) that Reserved.ai subsequently incorporates into the Services and future offerings. Reserved.ai and its successors and assigns may freely use, copy, disclose, sublicense, distribute and exploit any Feedback in connection with any of its products or services in any manner without any obligation, payment, royalty or restriction based on intellectual property rights, confidentiality or otherwise.

4. FEES; PAYMENT TERMS

4.1 Fees. All contracts for Reserved Instances managed by Reserved.ai on Customer’s behalf, purchased using the Services or obtained using information derived from the Services, whether or not identified in Customer’s account, are subject to a monthly fee equal to a percentage of the amortized cost of those Reserved Instances (the “Management-Fee Calculation”), unless otherwise submitted in writing to support@reserved.ai and agreed upon by Reserved.ai prior to the execution of this Agreement, and thereafter prior to additional Reserved Instance purchases. Customer will pay Reserved.ai the then-applicable fees based on the Management-Fee Calculation described on the applicable ordering document(s) for the Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer

shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Reserved.ai reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Reserved.ai has billed Customer incorrectly, Customer must contact Reserved.ai no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Reserved.ai's customer support department.

4.2 Payment Terms. If a credit card is not associated with Customer's account, Reserved.ai may choose to bill for Fees through an invoice, in which case, full payment for invoices issued in any given month must be received by Reserved.ai no later than thirty (30) days after the mailing date of such invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate suspension or termination of the Services. Customer shall be responsible for all taxes associated with the Services other than U.S. taxes based on Reserved.ai's net income.

4.3 Audit Rights Without limiting any other rights or remedies available to Reserved.ai, Reserved.ai may, upon reasonable request to Customer during the Term and for a period of one (1) year thereafter, at its own expense audit Customer's books, records and other documents (including using its invoice auditing software to review all AWS invoices for Reserved Instances contracts) as necessary to verify Customer's compliance with the terms of this Section 4.

5. TERM AND TERMINATION

5.1 Term. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term, and, except as otherwise specified in the applicable ordering document(s), shall be automatically renewed for additional one (1) year periods (collectively, the "Term"). The Initial Service Term refers to the period of time during which Reserved.ai has agreed to provide Customer with access to the Services as specified in the applicable ordering document(s).

5.2 Termination for Cause. In addition to any other remedies it may have, either party may also terminate this Agreement: (a) upon thirty (30) days' prior written notice to the other party (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement, or (b) immediately and automatically upon the other party's filing of bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. If Customer terminates this Agreement pursuant to this Section 5.2, Customer will pay in full for the Services up to and including the last day on which the Services are provided. If Reserved.ai terminates this Agreement pursuant to this Section 5.2, Customer will pay in full for the Services as calculated in Section 5.4.

5.3 Termination for Convenience. After the Initial Service Term, or as otherwise permitted by the applicable ordering document(s), the Services may be cancelled by either party at any time, for any or no reason, upon thirty (30) days' prior written notice to the other party. If Customer terminates this Agreement pursuant to this Section 5.3, Customer will pay in full for the Services as calculated in Section 5.4. If Reserved.ai terminates this Agreement pursuant to this Section 5.3, Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.4 Accelerated Management-Fee Calculation. In the event of: (a) termination by Reserved.ai pursuant to Section 5.2, (b) termination by Customer pursuant to Section 5.3, or (c) Customer's removal of any Reserved Instances contracts from Customer's Reserved.ai account, in each case as applicable, Customer shall pay an accelerated Management-Fee Calculation equal to the total cost to be generated over the lifetime of such Reserved Instance contract.

5.5 Effects of Termination. Upon expiration or earlier termination of this Agreement, Customer shall: (a) pay all Fees due to Reserved.ai, including those calculated pursuant to this Section 5; and (b) immediately discontinue use of the Services. Reserved.ai will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Reserved.ai may, but is not obligated to, delete stored Customer Data. No termination will affect Customer's obligation to pay all Fees that may have become due before such termination or entitle the Customer to any refund. All sections of this Agreement which by their nature

should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 Customer's Warranties and Representations. Customer represents, covenants, and warrants that: (a) it will use the Services only in compliance with the terms and conditions of this Agreement and all applicable laws and regulations; and (b) it has all rights and licenses necessary to grant the rights and licenses granted to Reserved.ai herein.

6.2 Reserved.ai's Warranties and Representations. Reserved.ai represents, covenants, and warrants that Reserved.ai shall use commercially reasonable efforts consistent with prevailing industry standards to provide and maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform all professional services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Reserved.ai or by third-party providers, or because of other causes beyond Reserved.ai's reasonable control, but Reserved.ai shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

6.3 Disclaimer. RESERVED.AI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL SERVICES ARE PROVIDED "AS IS" AND RESERVED.AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY OF SERVICE AND NON-INFRINGEMENT. IN NO EVENT WILL RESERVED.AI BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, LOSS OR DESTRUCTION OF DATA, CYBER ATTACKS, UNAUTHORIZED ACCESS OR DISCLOSURE OF CUSTOMER DATA OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF RESERVED.AI.

7. INDEMNITY

7.1 Reserved.ai's Indemnification of Customer. Reserved.ai shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Reserved.ai, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Reserved.ai, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) if the alleged infringement is attributable to the Customer Data or any third party software or materials contained within the Services; or (vii) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Reserved.ai to be infringing, Reserved.ai may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services. THIS SECTION 7.1 SETS FORTH RESERVED.AI'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

7.2 Customer's Indemnification of Reserved.ai. Customer shall defend Reserved.ai against any claim made or brought against Reserved.ai by a third party based on or arising from: (a) Reserved.ai's use or handling of Customer Data, including without limitation any claim that Reserved.ai's use of Customer Data infringes the intellectual property rights of a third party or violates applicable law; (b) Customer's use of the Services in violation of this Agreement, or any other breach of this Agreement by Customer; or (c) Customer's breach of any representations or warranties provided herein; and Customer shall indemnify Reserved.ai for any damages finally awarded against Reserved.ai, or paid in settlement of the claim, and for reasonable attorney's fees incurred by, Reserved.ai in connection with any such claim.

7.3 Indemnification Procedures. The obligations of a party (the “Indemnifying Party”) to indemnify the other party (the “Indemnified Party”) under this Section 7 are conditioned upon the Indemnified Party: (a) promptly notifying the Indemnifying Party of a claim in writing no later than sixty (60) days after the Indemnified Party’s receipt of notification of such potential claim; (b) allowing the Indemnifying Party to assume sole control of the defense of such claim and all related settlement negotiations; and (c) providing the Indemnifying Party, at the Indemnifying Party’s request and expense, with the assistance, information and authority necessary to perform the Indemnifying Party’s obligations under this Section 7. Notwithstanding the foregoing, the Indemnified Party may participate in the defense of claims at its own cost, and no settlement or defense of a claim by the Indemnifying Party under this Section 7 shall include any admission or implication of wrongdoing on the part of the Indemnified Party without the Indemnified Party’s prior written consent (which consent may not be unreasonably delayed or withheld).

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING CONTRARY HEREIN, IN NO EVENT SHALL RESERVED.AI AND ITS LICENSORS, SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, ENHANCED, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND RESERVED.AI’S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO RESERVED.AI FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT RESERVED.AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. At Reserved.ai’s sole discretion, it may require Customer to submit any actions, claims or other disputes arising from or relating to this Agreement or use of the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying the laws of the State of Washington without regard to its conflict of laws provisions. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. The parties shall work together in good faith to issue at least one mutually agreed upon press release within ninety (90) days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Reserved.ai to serve as a reference account upon request. Unless otherwise specified, Customer agrees to allow Reserved.ai to provide information relating to Customer to Amazon Web Services, Inc. and its affiliates (collectively, “AWS”) and to receive from them marketing information related to their services, events and any special offers, with the understanding AWS will handle Customer’s information in accordance with AWS’s policies. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement, nor any of its rights or delegate any of its obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that such consent will not be required in the event of assignment or transfer in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party’s assets or voting securities. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. Unless Customer has otherwise executed an agreement with Reserved.ai for the Services contemplated hereunder with the intention of governing the subject matter hereof, this Agreement, together with the applicable ordering document(s), shall be the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by

both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Reserved.ai in any respect.

3. EXHIBIT A Service Level Terms

The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Reserved.ai's reasonable control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Reserved.ai's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than four business hours, Reserved.ai will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day and no such credits exceed the amounts paid by Customer. Downtime shall begin to accrue as soon as Customer (with notice to Reserved.ai) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Reserved.ai in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Reserved.ai will only apply a credit to the month in which the incident occurred. Reserved.ai's suspension or blocking of data communications or the Services in accordance with this Agreement shall not be deemed to be a failure of Reserved.ai to provide adequate service levels under this Agreement.

4. EXHIBIT B Support Terms

Unless Customer is using the free version of the Services, Reserved.ai will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the business hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Any Customer eligible for Technical Support may initiate a helpdesk ticket during Support Hours by calling +1 301-825-5007 or any time by emailing support@reserved.ai. Reserved.ai will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.