

TCS Licensed Program: ignio Studio Cheetah

VERSION:2.0

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perpetual, nontransferable and nonexclusive license to use and reproduce any Deliverables for your internal business purposes, except for training materials, which may only be used by the individual employees who attended the training session. (b) Support. We will provide you with Support in accordance with the applicable support policy on our website, currently available at <https://www.mongodb.com/support-policy>. While we may modify our support policy from time to time, we will not modify it in a way that materially and adversely affects your Support. You may only use Support in connection with the MongoDB Atlas credits purchased in the same Order Form as the applicable Subscription that includes the Support. Support expires at the earlier of the consumption or expiration of the MongoDB Atlas credits purchased in that Order Form. 4. Your Responsibilities. As a condition to your use of the Cloud Services and the Software, you will not, and will not allow any third party to: (a) modify, alter, tamper with, repair, or create derivative works of any software included in the Cloud Services or the Software; (b) reverse engineer, disassemble, or decompile the Cloud Services or the Software or apply any other process or procedure to derive the source code of any software included in the Cloud Services or the Software; (c) access or use the Cloud Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) resell or sublicense the Cloud Services or the Software; (e) use the Cloud Services or the Software in connection with any fork or derivative work of the MongoDB database; (f) attempt to disable or circumvent any security mechanisms used by the Cloud Services or the Software; (g) use the Cloud Services to perform a harmful activity; or (h) upload or otherwise process any harmful content to or through the Cloud Services. 5. Payment and Taxes. You will pay undisputed fees and reimburse any business expenses as set forth on and in accordance with an Order Form. Your payment for Subscriptions is non-refundable and you may not cancel an Order Form except as MongoDB Cloud Subscription Agreement May 2019 - Confidential 4 stated in this Agreement. Our fees exclude and you will pay applicable taxes and similar charges, including sales, usage, excise and value added taxes. 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. 6. Confidentiality and Data Processing. (a) Confidentiality. The receiving party will use the disclosing party's Confidential Information only in connection with this Agreement and protect the disclosing party's Confidential Information by using the same degree of care used to protect its own confidential information, but not less than a reasonable degree of care. The receiving party will limit disclosure of the disclosing party's Confidential Information to its and its Affiliates' directors, officers, employees and contractors who are bound to confidentiality obligations at least as protective as the confidentiality provisions in this Agreement and who have a need to know the Confidential Information. The receiving party will not disclose the disclosing party's Confidential Information to any other third party without the disclosing party's consent. The receiving party may disclose Confidential Information where required by law, provided that the receiving party, if legally permitted, promptly notifies the disclosing party, so that the disclosing party may seek a protective order or other appropriate remedy. Each party will return or destroy the other party's Confidential Information upon written request from the other party. (b) Your Data. You are solely responsible for your data. You will ensure that your data, and your use of it, complies with this Agreement and any applicable law. You are responsible for properly configuring and using the Cloud Services and taking your own steps to maintain appropriate security, protection and backup of your data. You will not store or process protected health information using the Cloud Services

unless you sign a Business Associate Agreement with us. We routinely collect and analyze metadata regarding your usage of the Cloud Services, excluding any personal data. We may use this information to gauge Cloud Services usage levels and application performance, as well as to create anonymized statistics for our own marketing purposes. We may deactivate your M0 (Free Tier) MongoDB Atlas cluster if you do not use it for 30 days, after which we will use commercially reasonable efforts to allow you to reactivate the cluster by request to us. (c) Data Processing. For the purposes of this Section 6(c), terms defined by European Union Regulation 2016/679 (“GDPR”) have the meanings provided by GDPR. MongoDB Cloud Subscription Agreement May 2019 - Confidential 5 (i) We will process any personal data you include in your use of our Cloud Services (the “Customer Personal Data”) on your behalf as a processor, and you are the controller of such data. (ii) Each party undertakes to comply with all data protection legislation applicable to it (“Data Protection Law”) and shall not knowingly cause the other to breach Data Protection Law. (iii) As Customer’s processor, MongoDB will process personal data for only the following purposes: (A) provisioning of the Cloud Services included in a Subscription; (B) processing initiated by Customer in its use of the Cloud Services; and (C) processing to comply with the Agreement and other reasonable instructions provided by Customer that are consistent with the terms of the Agreement. (iv) We will ensure that our personnel who have access to Customer Personal Data have committed themselves to confidentiality and are aware of and comply with our obligations under this Agreement. (v) We will implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risks that are presented by the processing of Customer Personal Data. The current technical and organizational security measures with respect to MongoDB Atlas are described at: <https://www.mongodb.com/technical-and-organizational-security-measures>. We will notify you without undue delay if we become aware of a data breach affecting Customer Personal Data. (vi) You acknowledge and agree that we may retain our Affiliates and other third parties to further process Customer Personal Data on your behalf (as “Subprocessors”) in connection with the provision of the Cloud Services having imposed on such Subprocessors the same data protection obligations as are imposed on us under this Agreement. We will be liable to you for the performance of the Subprocessors’ obligations to the extent required by Data Protection Law. We maintain a current list of our Subprocessors at: <https://www.mongodb.com/cloud/trust/compliance/subprocessors>, which we will update at least 30 days before the addition or replacement of any Subprocessor. You may also sign up to receive email notifications of any updates to our list of Subprocessors. (vii) MongoDB will, to the extent legally permitted, promptly notify Customer if MongoDB receives any request from a data subject to exercise its rights under Data Protection Law in relation to Customer Personal Data (each, a “Data Subject MongoDB Cloud Subscription Agreement May 2019 - Confidential 6 Request”). Taking into account the nature of the processing, and solely to the extent that Customer cannot access Customer Personal Data itself, MongoDB will assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request under applicable Data Protection Law. To the extent legally permitted, Customer shall be responsible for any costs arising from MongoDB’s provision of such assistance, including any fees associated with the provision of additional functionality. (viii) Taking into account the nature of the processing and the information available to us, we will provide reasonable assistance, at your request and cost, to comply with the obligations under Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators, in each

case solely related to processing of Customer Personal Data by MongoDB. (ix) Use of the Cloud Services may involve transfers of Customer Personal Data outside of the European Union. We have appropriate safeguards in place for the processing of Customer Personal Data outside of the European Union, including certification by MongoDB under the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Frameworks and through the use of standard contractual clauses. If you elect to transfer Customer Personal Data to a Subprocessor outside of the European Union, you authorize us to apply standard contractual clauses with that Subprocessor. (x) Upon termination of this Agreement or upon your request, we will destroy or return all Customer Personal Data to you unless applicable law requires storage of the Customer Personal Data. (xi) Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, MongoDB will make available to Customer (or Customer's independent, third-party auditor) information regarding MongoDB's compliance with the security obligations set forth in this Agreement in the form of third-party certifications and audit reports. If that information is not sufficient to demonstrate our compliance with the security obligations in this Agreement, Customer may contact MongoDB in accordance with the notice provision of this Agreement to request an onsite audit of MongoDB's procedures relevant to the protection of personal data, but only to the extent required under applicable Data Protection Law. Customer will reimburse MongoDB for its reasonable costs associated with any such on-site audit. Before the commencement of any such on-site audit, Customer and MongoDB will mutually agree upon the scope, timing, and duration of the audit. Customer will promptly notify MongoDB with information regarding any non-compliance discovered MongoDB Cloud Subscription Agreement May 2019 - Confidential 7 during the course of an audit, and MongoDB will use commercially reasonable efforts to address any confirmed non-compliance.

7. Intellectual Property. (a) Your Data. 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. (b) No Other Rights. This Agreement does not transfer any right, title or interest in any intellectual property to any party, except as expressly set forth in this Agreement. You are not obligated to provide us with any suggestions or other feedback about the Cloud Services or otherwise, but if you do, we may use and modify this feedback without any restriction or payment.

8. Warranties. MongoDB represents and warrants that its provision of the Cloud Services, Consulting Services and Support complies with applicable law. MongoDB represents and warrants that the Cloud Services will perform substantially in accordance with the Documentation. MongoDB represents and warrants that it will perform Consulting Services and Support in a diligent and workmanlike manner consistent with industry standards. Your exclusive remedy for MongoDB's material breach of warranty is to terminate the affected Order Form in accordance with Section 11 and receive a refund of any prepaid fees for unused Subscriptions. Except as stated in this Section, we provide the Cloud Services, Consulting Services, Support and Software on an "AS-IS" basis. To the fullest extent permitted by law, MongoDB disclaims and this Agreement excludes any implied or statutory warranty, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose.

9. Limitation of Liability. (a) Except as set forth in Section 9(b), neither party will be liable to the other party for: (i) any incidental or consequential damages, including lost profits or business opportunities, or any special or punitive damages; or (ii) an amount that exceeds the total fees payable to MongoDB by Customer under this Agreement during the 12-month period before the event giving rise to the liability. (b) Nothing in this Agreement limits either party's liability for: (i)

fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence, gross negligence MongoDB Cloud Subscription Agreement May 2019 - Confidential 8 or intentional misconduct; (iii) Customer's payment obligations; or (iv) any liability that cannot legally be limited. 10.

Indemnification. (a) **Customer Indemnification.** If a third party asserts a claim against MongoDB alleging that your data or the combination of your data with other applications, content or processes infringes a third party's rights, including any claim involving alleged infringement or misappropriation of intellectual property rights (a "Claim Against Us"), Customer will defend MongoDB against the Claim Against Us at Customer's expense and indemnify MongoDB from any damages, reasonable legal fees and costs finally awarded against MongoDB to the extent resulting from the Claim Against Us or for amounts paid by MongoDB to settle the Claim Against Us. If we or our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process, you will also reimburse us for reasonable legal fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. (b) **MongoDB Indemnification.** If a third party asserts a claim against Customer that the Cloud Services infringe a third party's intellectual property right (a "Claim Against You"), MongoDB will defend Customer against the Claim Against You at MongoDB's expense and indemnify Customer from any damages, reasonable legal fees and costs finally awarded against Customer to the extent resulting from the Claim Against You or for amounts paid by Customer to settle the Claim Against You. MongoDB will not be obligated to defend or indemnify Customer if the Claim Against You is based on any breach of this Agreement by Customer. (c) **Infringement Remedies.** In addition to MongoDB's indemnity obligations, if the Cloud Services become, or in MongoDB's opinion are likely to become, the subject of an infringement claim, MongoDB may at its option and expense and as Customer's sole and exclusive remedy: (i) procure for Customer the right to make continued use of the Cloud Services; (ii) replace or modify the Cloud Services so that they become noninfringing; or (iii) terminate the Cloud Services and refund any prepaid fees for unused Subscriptions. (d) **Indemnification Procedures.** Each party will provide the other with prompt notice of any claim. A party's failure to provide prompt notice to the other party relieves the party of its obligation to defend and indemnify the other party only to the extent that the failure to provide notice materially harms the party's ability to defend the claim. The indemnifying party will have sole control of the defense of the claim, including any MongoDB Cloud Subscription Agreement May 2019 - Confidential 9 settlement. The indemnified party will provide the indemnifying party with reasonable cooperation in connection with the defense of the claim, and may participate in the defense at its own expense. This Section sets forth each party's exclusive remedy for any third party infringement claim. 11.

Term and Termination. (a) **Term and Termination.** The term of this Agreement commences when you agree to an Order Form and will remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement for convenience immediately upon notice if all Order Forms under this Agreement have expired or been terminated. Neither party may terminate an Order Form for convenience. If a party fails to cure a material breach of this Agreement within 30 days after receipt of written notice of the breach, the other party may terminate any affected Order Form. We may also suspend your access to the Cloud Services immediately if: (i) we determine that there is a risk to the Cloud Services or any third party; (ii) we determine that your use of the Cloud Services may be unlawful; (iii) you are in breach of your payment obligations under this Agreement; or (iv) you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of

your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If we suspend your right to access or use any portion or all of the Cloud Services, you remain responsible for all fees and charges you have incurred during the suspension and you will not be entitled to any credit or refund. (b) Effect of Termination. Upon termination of this Agreement: (i) all your rights under this Agreement immediately terminate; and (ii) you remain responsible for all fees and charges you have incurred through the date of termination. We have no obligation to continue to store the data contained in backup snapshots or in a MongoDB Atlas cluster that you have terminated or after termination of this Agreement.

12. General. 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 Cloud Services or sending a message to the email address associated with your account. To give us notice under this Agreement, you must (a) email us at legal@mongodb.com, or (b) send us your notice by certified mail, return receipt requested, to MongoDB Limited, 3rd Floor, 3 Shelbourne Buildings, Crampton Avenue, Ballsbridge, Dublin 4, Attention: Legal Department. The law of England and Wales governs this Agreement, excluding any applicable conflicts of law rules or principles, and the parties agree to the exclusive jurisdiction of the courts in London, England. This Agreement does not create a partnership, agency relationship or joint venture between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Unless you tell us otherwise in writing, we may refer to our relationship with you as a customer. Any assignment of this Agreement by you without our prior written consent will be null and void, except an assignment to an Affiliate or in connection with a merger or sale of all or substantially all of your assets or stock, provided that you may not transfer this Agreement to an Affiliate that is a competitor of ours without our prior written consent. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to effect the parties' intention and the remaining provisions will not be affected. The parties may amend this Agreement only by a written amendment signed by both parties. This Agreement incorporates any addenda or exhibits, any Order Form and, if applicable, any data processing agreement of Business Associate Agreement, and comprises the parties' entire understanding relating to the subject matter of this Agreement. Neither party has entered into this Agreement in reliance on any representations nor warranties other than those expressly set forth in this Agreement or in an applicable Order Form. If any conflict exists between the provisions in this Agreement and any Order Form, the Order Form controls, and if any conflict exists between this Agreement and any addenda, exhibit or other agreement, this Agreement controls. 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. Neither party will be liable for failures or delays in performance due to causes beyond its reasonable control.

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