

**SINGLESTORE FREE TIER LICENSE AGREEMENT  
(Unsupported Software – Last Updated November 1, 2024)**

SINGLESTORE, INC. ("SINGLESTORE," "WE," OR "US") AGREES TO LICENSE AND/OR GRANT ACCESS TO CERTAIN OF ITS PROPRIETARY SINGLESTOREDB SOFTWARE ON A FREE TIER LIMITED "AS IS" BASIS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE "SOFTWARE" OR THE "SINGLESTORE SOFTWARE") TO YOUR BUSINESS OR ORGANIZATION ("CUSTOMER," OR "YOU") ONLY IF (A) YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND CUSTOMER AND (B) YOU ACCEPT AND AGREE ON BEHALF OF CUSTOMER TO BE BOUND BY, AND CUSTOMER REMAINS AT ALL TIMES IN COMPLIANCE WITH, ALL OF THE TERMS AND CONDITIONS HEREIN (THIS "AGREEMENT"). YOUR ACCEPTANCE OF THIS AGREEMENT WILL BE DEFINITELY EVIDENCED BY ANY ONE OF THE FOLLOWING MEANS: YOUR CLICKING THE "DOWNLOAD," "AGREE" OR "CONTINUE" BUTTON, AS APPLICABLE; OR YOUR INSTALLATION, ACCESS, OR USE OF THE SOFTWARE, AND YOUR ACCEPTANCE SHALL BE EFFECTIVE ON THE EARLIER OF THE DATE ON WHICH YOU DOWNLOAD, ACCESS, COPY, OR INSTALL THE SOFTWARE PROVIDED HEREUNDER (THE "EFFECTIVE DATE"). **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CHECK THE ACCEPTANCE BOX, AND DO NOT DOWNLOAD, ACCESS, COPY, INSTALL OR USE THE SOFTWARE.**

WE MAY COLLECT DATA ABOUT HOW THE SOFTWARE OPERATES, INCLUDING ITS PERFORMANCE, CONFIGURATION AND SETTINGS, AND ANY PROBLEMS YOU EXPERIENCE WITH IT. BY USING THE SOFTWARE, YOU CONSENT TO SINGLESTORE'S COLLECTION AND USAGE OF SUCH DATA TO OPERATE, IMPROVE, AND OPTIMIZE ITS SERVICES, AS WELL AS TO ENSURE THAT CUSTOMER USES THE SOFTWARE IN ACCORDANCE WITH THIS AGREEMENT.

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND SINGLESTORE.**

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## 1 DEFINITIONS.

- 1.1. “Documentation” means the then-current documentation made available by SingleStore for the Software.
- 1.2. “License Unit” means a maximum of either 8 vCPU (a hyperthread in a physical processor also referred to as a logical processor) or 64 GB of RAM or 1 TB of disk cache.
- 1.3. “Maximum Capacity” means a maximum of four (4) License Units for a single Production Cluster for your use of the Software.
- 1.4. “Production Cluster” means a cluster that has been active for at least thirty (30) days.
- 1.5. “SingleStore Core Technology” means the SingleStore Software, technology, and methodologies, including, without limitation, products, software tools, architecture, algorithms, class libraries, objects and Documentation existing as of the Effective Date or arising hereafter.
- 1.6. “Users” means employees and independent contractors of Customer authorized by Customer to access and use the Software on Customer’s behalf subject to the terms of this Agreement.

## 2 LICENSE GRANTS; RESTRICTIONS AND PROPRIETARY RIGHTS.

- 2.1. SingleStore Free Tier Software License; Limitations. Subject to the terms of this Agreement, SingleStore hereby grants to you, free of charge, a nonexclusive, nontransferable, non-sublicensable, revocable, limited license to use the Software up to the Maximum Capacity (the “SingleStore Free Tier Software License”). You are not permitted to use the Software for any purpose other than as expressly permitted under this Agreement. This SingleStore Free Tier Software License is granted solely at our discretion, and we have no obligation to provide another version of the Software on a similar or any other basis or to make available any error corrections, updates or upgrades. On termination of this Agreement for any reason, the SingleStore Free Tier Software License will automatically terminate, and you must immediately delete the Software from your computer systems and refrain from any further use thereof. **Important Note re Support**: The SingleStore Software is ineligible for any type of SingleStore maintenance or technical support (“Support”); absent a written Order Document signed by SingleStore which expressly states that Support is provided for the SingleStore Free Tier Software, you acknowledge and agree that your Users will not request Support for such SingleStore Software.
- 2.2. Restrictions. You acknowledge that the Software, and its structure, organization, and source code, constitute SingleStore’s and its suppliers’ valuable trade secrets, and the Software is subject to the following restrictions. Specifically, Customer shall not, and shall not authorize its Users or any third party to:
  - (a) Use or allow use of the Software beyond the Maximum Capacity. For avoidance of doubt, this means that (i) you may not use the Software provided for more than one single Production Cluster (as defined herein); and (ii) you may use the Software for more than one production cluster, and the Maximum Capacity will not count towards your use of the Software for such production cluster, unless you have used the production cluster for at least thirty (30) days.
  - (b) allow access or use of the Software by anyone other than Customer’s Users;
  - (c) distribute, embed, sell, rent, transfer, lease, lend, sublicense, loan, assign, pledge, grant a security interest in, or otherwise make the Software accessible or available to any third party;
  - (d) use the Software in any service-bureau, timesharing, outsourcing or similar arrangement;
  - (e) disassemble, decompile, reverse engineer, or otherwise attempt to derive the structure, sequence, or organization of source code or APIs;
  - (f) remove or alter product identification, copyright, trademark or other proprietary markings contained in or on the Software;
  - (g) modify, adapt, recast, transform or otherwise prepare a derivative work of the Software or portion thereof; or
  - (h) engage in any act designed to circumvent any restriction set forth in this Agreement or in the Software, including but not limited to restrictions related to Maximum Capacity.

- 2.3. **Ownership and Proprietary Rights; Reservation of Rights.** This is an agreement for use of SingleStore Software and not an agreement for sale. Customer acknowledges that it is obtaining only a limited right to use the Software on a licensed basis, and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder, no ownership rights are being conveyed to Customer. Customer agrees that SingleStore or its suppliers retain all right, title, and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the SingleStore Core Technology, and all derivatives and modifications thereof. Customer agrees that any suggestions and/or comments with respect to the SingleStore Software provided by Customer shall belong exclusively to SingleStore, and that such shall be considered SingleStore’s Confidential Information. To the extent that Customer submits, posts, transmits or otherwise provides any information, data, content and other materials to SingleStore or to the SingleStore Software (collectively, “Customer Materials”), Customer hereby grants SingleStore a non-exclusive, worldwide and royalty-free right and license to use, reproduce, display, perform, modify and make derivative works of the Customer Materials: (i) in connection with the operation and provision of the SingleStore Software to Customer; (ii) for the purpose of improving SingleStore’s product, services, methods and processes; and (iii) for other business purposes on an aggregated and non-personally identifiable basis.
- 2.4. **Third Party Code (“Third Party Code”).** The Software may contain or be provided with components which are licensed from third parties, including components subject to the terms and conditions of “open source” software licenses (“Open Source Software”). Open Source Software may be identified in the Software, Documentation, or in a list of the Open Source Software provided to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification, or reverse engineering. The Third Party Code, including the Open Source Software, is provided “as is,” and SingleStore disclaims any and all warranties, whether express or implied in connection with the Third Party Code.
3. **CONFIDENTIALITY.** This Agreement and any and all information disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), prior to or during the term of this Agreement, whether in writing, orally or in any other form which is not in the public domain (“Confidential Information”), shall be held in absolute confidence, and Receiving Party shall take all reasonable and necessary safeguards (affording the Confidential Information at least the same level of protection that it affords its own information of similar importance) to prevent the disclosure of such Confidential Information to third parties. In addition, Receiving Party will limit its disclosure of the Confidential Information to employees and consultants with a “need to know” and only in the context of such employees’ and consultants’ fulfillment of their duties under this Agreement, and further provided that such employees and consultants are engaged in a confidentiality agreement with the Receiving Party with terms and conditions similar to the confidentiality terms under this Agreement and that Receiving Party shall remain liable for any breach of the terms herein by any of its employees and consultants. Disclosing Party will be entitled to seek injunctive relief without the posting of a bond, to enjoin any threatened or continuing violation of the Confidentiality Section of this Agreement. Customer agrees and acknowledges that all elements of the SingleStore Core Technology and the SingleStore Software constitute SingleStore’s Confidential Information.
4. **DISCLAIMER AND LIMIT OF LIABILITY.** THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE, IS PROVIDED “AS IS”. SINGLESTORE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SINGLESTORE MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR OR VIRUS FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT SINGLESTORE HAS NO INDEMNITY, MAINTENANCE OR TECHNICAL SUPPORT, SERVICE LEVEL, OR OTHER OBLIGATIONS HEREUNDER. SINGLESTORE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, DATA, OR DATA USE, OR DAMAGE TO BUSINESS) HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN PREVIOUSLY ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE, AND IN NO EVENT WILL SINGLESTORE’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED US\$100.

- 5 **CUSTOMER'S INTENDED USE; ARCHIVING.** THE SOFTWARE IS DESIGNED FOR GENERAL PURPOSE USE, AND IS NOT INTENDED FOR USE IN OR WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, MEDICAL, OR OTHER INHERENTLY DANGEROUS APPLICATIONS AND SINGLESTORE DISCLAIMS LIABILITY FOR ANY DAMAGES CAUSED BY ANY SUCH USE OF THE SOFTWARE. IT IS CUSTOMER'S RESPONSIBILITY TO TAKE ALL APPROPRIATE FAIL-SAFE, BACKUP, REDUNDANCY, AND OTHER MEASURES TO ENSURE THE SAFE USE OF ITS APPLICATIONS AND ARCHIVING OF CUSTOMER DATA.
- 6 **REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to SingleStore that: (i) it will use the SingleStore Software in a manner that is consistent with the terms of this Agreement, including, without limitation, Sections 2.1 and 2.2 and the Documentation; and (ii) it will use the SingleStore Software in compliance with all applicable laws and will not exceed the Maximum Capacity under any circumstance.
- 7 **TERMINATION.** Customer may terminate this Agreement by destroying all copies of the Software. SingleStore may terminate this Agreement and Customer's right to use the Software at any time. In the event of any termination of this Agreement, each party will return, or at the request of the other party, destroy, the other party's Confidential Information. Sections 2.3, 3, 4, 6, 8, and the last two sentences of this Section 7 shall survive any termination of this Agreement.
- 8 **MISCELLANEOUS.**
- 8.1. Governing Law and Arbitration. The Agreement is governed by the laws of the State of California, without regard to its conflicts of laws or provisions. All disputes, controversies or differences arising out of or relating to this Agreement or the breach thereof which cannot be settled by mutual accord, shall be settled by arbitration, conducted in San Francisco, California in accordance with the rules of the Judicial Arbitration and Mediation Services. Notice of a desire to arbitrate any such dispute, controversy or difference shall be deemed sufficient if mailed, prepaid by registered mail, return receipt requested, to the party at its last known address. The award of such arbitration shall be final and binding upon both parties hereto. The arbitrator shall award the substantially prevailing party its attorneys' fees and the costs of arbitration. In the event of actual or threatened breach of confidentiality obligations or the "Restrictions" of Section 2.2 in this Agreement, the non-breaching party may seek specific performance, immediate injunctive and other equitable relief in any competent court without prejudice to any other rights or remedies.
- 8.2. Relationship Between the Parties. SingleStore is an independent contractor; nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties.
- 8.3. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer in derogation of the foregoing shall be null and void, provided, however that either party shall have the right to assign the Agreement, without the prior written consent of the other party, to the successor entity in the event of merger, corporate reorganization or a sale of all or substantially all of such party's assets. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- 8.4. Audit. SingleStore may audit the use of the Software on reasonable notice and/or via the telemetry data that you provide us via the Software. You agree to cooperate with SingleStore's audit and provide reasonable assistance and access to information. You agree that SingleStore shall not be responsible for any of your costs incurred in cooperating with the audit. You agree that if SingleStore reasonably and in good faith determines that You have used the Software beyond the Maximum Capacity in violation of Section 2.1 of this Agreement, then You may not continue to use the Software under this Agreement and you must execute a separate enterprise agreement with SingleStore for your additional use of the Software. If, however, you continue to use the Software beyond the Maximum Capacity, then you will be automatically charged for such Software at the then-current rates of such Software as determined by SingleStore.
- 8.5. Export; Restricted Rights. The Software, including technical data/Documentation, may be subject to U.S. export control laws, and may be further subject to export or import regulations in other countries. Customer agrees to comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to import and re-export the Software (or otherwise provide access thereto) outside the USA. The Software and

Documentation may not be accessed, downloaded, distributed, or otherwise exported or re-exported (i) into, or to a national or resident of any country to which the U.S. at any time has embargoed goods or trade restrictions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons, Denied Entities, and Unverified List. The Software and Documentation are "Commercial Items" as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable.

- 8.6. Anti-Bribery. Neither party has received or been offered any illegal or improper bribe, rebate, payoff, influence payment, kickback, or other thing of value from an employee or agent of the other party in connection with this Agreement.
- 8.7. Government End-Users. The Software is commercial computer software. If the User or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the software, or Documentation, including technical data and manuals, is restricted by a license agreement or 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 Software was developed fully at private expense. All other use is prohibited.
- 8.8. Notices. All notices required or permitted under this Agreement must be delivered in writing, if to SingleStore, by emailing [legal@singlestore.com](mailto:legal@singlestore.com) and if to Customer by emailing the Customer contact email address listed on the Order Document, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other party at the party's address as listed on the Order Document by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.
- 8.9. Amendments. SingleStore reserves the right to clarify or amend this Agreement at any time by publicly publishing a new version on the SingleStore website.
- 8.10. Waivers; Severability. Any waivers shall be effective only if made by a writing signed by representatives authorized to bind the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 8.11. Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
- 8.12. Force Majeure. Any delay in the performance of any duties or obligations of either party (except for the obligation to pay fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.
- 8.13. Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. It is expressly agreed that the terms and conditions of this Agreement supersede the terms in any of Customer's purchase order.