ATLAN SOFTWARE LICENSE AGREEMENT

THANK YOU FOR REACHING OUT TO US FOR YOUR COMPANY’S BUSINESS NEEDS. IF YOU ARE A CUSTOMER FROM UNITED STATES OF AMERICA, YOU ARE DEALING WITH ATLAN INC.; IF YOU ARE A CUSTOMER FROM INDIA, YOU ARE DEALING WITH ATLAN TECHNOLOGIES PVT. LTD; ALL OTHER CUSTOMERS ARE DEALING WITH ATLAN PTE. LTD.. ATLAN INC., ATLAN PTE LTD AND ATLAN TECHNOLOGIES PVT. LTD. SHALL COLLECTIVELY BE CALLED “ATLAN”. PLEASE READ THESE TERMS CAREFULLY AS IT GOVERNS YOUR USE OF THE SOFTWARE LICENSED TO THE CUSTOMER VIDE ORDER FORM SUBMITTED TO ATLAN. BY ACCESSING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS ATLAN SOFTWARE LICENSE AGREEMENT AND SHALL BE BOUND BY THE SAME (“AGREEMENT”). SINCE YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY AS MENTIONED IN THE ORDER FORM (“CUSTOMER”), YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY, REQUISITE APPROVALS AND PERMISSIONS TO SUBMIT THE ORDER FORM AND LEGALLY BIND SUCH CUSTOMER TO THIS AGREEMENT.

1. **Constitutive Elements**: The Order Form and this Agreement (“Constitutive Elements”) constitute the entire agreement and understanding between the Customer and Atlan, and Atlan hereby grants the Customer a license to use the Software subject to the terms and conditions contained in the Constitutive Elements. In case of conflict, the terms of this Agreement shall override the terms of the Order Form.

2. **Definitions**

   Capitalized terms not otherwise defined in this Agreement or the Order Form are defined as follows:

   (i) **“Documentation”** means technical documentation provided with the Software and/or available at docs.atlan.com.

   (ii) **“Intellectual Property Rights”** or “IPR” means patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright, database rights, design rights, rights in confidential information, and any other intellectual property rights regardless of registration, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to
claim priority from, such rights and all similar or equivalent rights or forms of protection which exist now or will in the future exist in any part of the World.

(iii) “Software” means the object code of ATLAN’s proprietary product or computer program as identified in the Order Form, together with any modifications.

(iv) “Internal Business Purposes” means use of the Software solely for Customer’s internal business projects; and deploying such projects in production mode. Internal Business Purposes do not include use of Software to provide any kind of service/action/assistance or support to third part(ies).

(v) “Customer Data” means all data (including all text, sound, video, image files, and other content of any kind or nature) that is loaded on, or copied to, any hardware running the Software by or on behalf of Customer.

(vi) “Order Form” means an ordering document signed by Customer and ATLAN that specifies: (a) number of Software licenses purchased; (b) their prices and other commercial terms as amended from time to time; and (c) the services provided thereunder.

(vii) “Users” shall mean the Customer, its employees, consultants, agents or other stakeholders, The Customer shall at all times be responsible and liable for the actions or inactions of these Users.

(viii) “Service Data” means any and all data (other than Customer Data) relating to, either directly or indirectly, the operation, support and/or Customer’s use of the Software including but not limited to query logs.

(ix) "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.

3. Software Use
a. The Software is being licensed for use by the Customer. The Customer shall ensure that no third parties are permitted to or can access and use the Software, unless otherwise agreed between the Parties in the Order Form.

The Customer shall ensure that a single license is not being utilized by more than one User at any given time. The Customer acknowledges that a breach of this Clause 3 will amount to a material breach of this Agreement.

b. Atlan may, at any time, modify, novate, change, assign, destroy or in any manner deal with the Software or its rights or obligations as the proprietor of the Software, in order to comply with the applicable data protection laws. It is however clarified that any such change, modification, novation, assignment or destruction to the Software that may affect the Customer’s use of such Software shall be informed to the Customer.

4. **Term and Termination**

a. **Term.** This Agreement and the Software license would be effective from the date as mentioned in the Order Form ("Effective Date") And shall be effective for the period specified in the Order Form ("Term"). The Term of the Agreement may be extended upon mutual agreement of the parties.

b. **Termination.** Either Party may suspend performance or terminate this Agreement in its entirety: (a) With immediate effect, in the event that any regulation prohibits Atlan from providing the Software within that jurisdiction, upon providing written communication; (b) immediately on providing written notice if the other Party becomes the subject of a petition of bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction; or (c) immediately on written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice describing the breach in detail; In addition, Customer and Atlan may terminate this Agreement for convenience on thirty (30) days prior written notice.

b. **Effect of Termination.** Upon termination of this Agreement for any reason: (a) all licenses granted by Atlan shall immediately terminate; (b) Customer shall immediately discontinue use of all Software; (c) Customer shall destroy all copies of the Software and Documentation in its possession, custody, or control and shall confirm the same to the Disclosing Party in writing upon the Disclosing Party’s written request within 7 (seven) days from the date of termination; and (d) all payments
accrued before or on the date of termination shall become immediately due and payable within [7] days of the Termination. Upon any termination Atlan shall refund to Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the Term of the Agreement measured from the effective date of termination.

5. **Consideration:**

a. The Customer shall make the requisite payment of the license fee as stated in the Order Form within 7 days of receipt of the invoice from Atlan.

b. The Customer understands that the Software will only be made available to the Customer upon receipt of the license fee by Atlan, as stated in the Order Form, in full, unless otherwise agreed between the Parties, in writing.

6. **License Grant**

a. **License.** Atlan hereby grants to the Customer, subject to the terms and conditions stated in the Constitutive Elements including the timely payment of the License Fees a worldwide, royalty free, non-exclusive, non-transferable, non-sublicensable, restricted and revocable, limited license to:

   (i) install the Software on computers or servers owned or controlled by Customer or its Affiliates, to be used by the number of authorized Users set out in the Order Form; and

   (ii) use the Software to process, manage, share, transform Customer Data owned, licensed, or controlled by Customer and its Affiliates for Internal Business Purposes in accordance with the Documentation, the Order Form and this Agreement, during the Term of this Agreement.

b. **Restrictions.** Customer shall not (shall not permit any third party) be permitted to do or cause to do, either directly or indirectly, one or more of the following:

   (i) copy or use the Software other than as allowed by the Constitutive Elements;
(ii) modify the Software, create derivative works based upon the Software, reverse engineer, decompile, decrypt, disassemble, or otherwise reduce the Software to human-readable form;
(iii) create programs competing with, similar or identical to the Software;
(v) use the Software in violation of any applicable laws;
(vi) distribute, sell, license or in any manner provide or permit the use of the Software to unauthorized third parties;
(vii) install the Software on systems not under control by Customer or its service providers, or use or permit the Software to be used to perform services for third parties other than its Affiliates, including as a service bureau, SaaS, time sharing basis or otherwise; Interfere or disrupt Atlan servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of Atlan;
(viii) assign the License or permit its use to a number of users exceeding the number set out in the Order Form. In the event that the Customer becomes aware of any unauthorized or illegal usage of the Software, the Customer shall forthwith inform Atlan of the same, in writing.;
(ix) be in breach or default of any and all data protection laws applicable within the duration of this Agreement. In this regard, the Customer shall obtain all such permits, approvals and licenses as may be necessary to use, permit the use of, or in any manner deal with the Software or the Customer Data, whether or not the same is pertaining to end-users.

(x) disclose the results of any performance or functional evaluation of the Software, if applicable, including benchmark results or competitive analyses to any third party; or
alter or remove proprietary notices or legends contained on or in the Software.

No implied licenses are granted by Atlan under this Agreement. Customer is responsible for all use of the Software by anyone accessing the Software by way of User credentials. All rights not expressly granted in this Agreement, are expressly reserved by Atlan.
(xii) Access or use the Software for (a) illegal activities or activities which are likely to be a security threat to any Country; (b) on behalf of or for the benefit of any entity who is legally prohibited by Atlan from using the Software. Atlan may inform the Customer of any such entity that is or shall become prohibited by Atlan from using the Software; and (c) for any activity that may damage or hamper the reputation and/or goodwill of Atlan.
c. Access to third party software: The Customer agrees and acknowledges that the Software may contain third party applications as enlisted in Appendix-A embedded into it and that the use of such third party applications shall be subject to the relevant terms and conditions of such third party, that may or may not be contained within the Constitutive Elements. The Customer hereby agrees to indemnify, defend and hold harmless Atlan against any and all claims, damages, losses, suits, actions, etc arising out of the Customers breach and/or non-compliance of such terms and conditions laid down by third parties.

7. **Orders**

a. **Purchasing Additional Subscription Licenses.** Customer may obtain Software licenses for Users in excess of the set number specified in the Order Form, by submitting a request through Atlan’s website as stated in the Order Form or via its sales team. A new Order Form will then be generated and if Customer intends to purchase the additional licenses to the Software, Customer shall be required to pay the then applicable fees as mentioned in the new Order Form.

8. **Service and Support**

a. Subject to the terms and conditions contained in the Constitutive Elements, Atlan agrees to provide to the Customer services to assist the Customer in the implementation, usage and proper functioning of the Software.

b. Notwithstanding the foregoing, Atlan, at its sole discretion, may provide appropriate services to the Customer requested by the Customer through a fresh order form, subject to payment of additional charges by the Customer, agreed upon by both Parties, over and above the License Fee.

9. **Confidentiality**

a. “**Confidential Information**” means non-public data, information and other materials regarding the products, Software, services, or business of Atlan provided to Customer, where such information is marked or otherwise communicated as *proprietary* or *confidential*, or by its nature be considered confidential and/or proprietary. The parties agree that the Software (and any performance data, benchmark results, and related technical information), the Documentation, Atlan’s pricing information, the existence of and the terms of the Constitutive Elements are
Confidential Information. Confidential Information shall not include information which: (i) is already known to the Customer prior to disclosure by Atlan; or (ii) becomes publicly available without fault of the Customer. Customer agrees to: (i) use the Confidential Information of Atlan only to perform or exercise the rights granted under this Agreement; (ii) treat all Confidential Information of Atlan in the same manner as it treats its own proprietary information, but in no case with less than reasonable care; and (iii) disclose Atlan’s Confidential Information only to employees or consultants of Customer, on a need-to-know basis, who shall be subject to obligations of confidentiality substantially similar to the terms of this Agreement. Customer agrees that it shall be liable for the non-compliance of such confidentiality obligations of such employee or consultant.

b. **Customer Data.** Atlan does not intend to store, host, use, or distribute any Customer Data. The Customer’s Data will reside in and be under the jurisdiction of the Customer. It is however clarified that Atlan shall be entitled to use Software usage information and tracked, stored, published, shared and utilized by Atlan in any manner as it deems fit to improve and modify the existing offerings provided such Software usage information does not include information from which the identity of Customer, its Affiliates, or any of its or their Users, products, services or customers can reasonably be identified or derived.

c. Atlan’s information collection and policies with respect to the privacy of such information are set forth in the Privacy Policy available at [the website of the Atlan at www.atlan.com].

10. **Ownership**

The Software along with all associated rights, remains the property of Atlan and its licensors/ assigns. Atlan and its licensors own and retain all title and interest, in and to the intellectual property rights, in the Software and all copies or portions, and any derivative works thereof. Suggestions or feedback provided by Customer to Atlan relating to the Software, data pertaining to Software usage, etc shall be proprietary to Atlan and deemed Confidential Information of Atlan, and the Customer consents to assignment of suggestions to Atlan. Software usage information as laid down in Clause 9(b) above, and Service Data shall remain proprietary to Atlan and its licensors and assigns.

The Customer does not acquire any ownership rights, express or implied in the foregoing.
The Customer acknowledges that the Software is “work” for the purposes of copyright laws and embody valuable, confidential, trade secret information of Atlan, the development of which requires the expenditure of substantial time and money.

Notwithstanding anything contained herein, if the Customer's use of the Software hereunder is, or in Atlan’s opinion is likely to be, enjoined due to any infringement of any third party’s IPR, Atlan may, at its sole option and expense: (a) procure for the Customer the right to continue using the Software under the terms of this Agreement; (b) replace or modify the Software so that it is non-infringing and substantially equivalent in function to the enjoined Software; or (c) if options (a) and (b) above cannot be accomplished despite Atlan’s reasonable efforts, then Atlan may terminate the Customer's rights and Atlan’s obligations hereunder with respect to such Software and shall provide a payment to Customer equal to a pro-rata share of the prepaid License Fee based upon the portion of the Term that has been consumed.

The Customer acknowledges that a breach or threatened violation of Atlans’ ownership rights will result in irreparable harm and suffering. Atlan shall be entitled to seek injunctive or other relief to enforce the terms of this Agreement and/or against such violation.

As between the parties, the Customer Data along with all associated rights, remains the property of Customer and its Affiliates, and Customer and its Affiliates own and retain all right, title and interest, in and to all Intellectual Property Rights in the Customer Data, and all copies or portions, and any derivative works thereof.

11. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED ‘AS IS’. ATLAN WARRANTS THAT THE SOFTWARE, AS DELIVERED BY ATLAN, IS FREE FROM SOFTWARE VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE, FILES, OR SCRIPTS INTENDED TO DO HARM. ATLAN WARRANTS THAT IT WILL COMPLY WITH ALL APPLICABLE LAWS IN ITS PROVISION OF THE SOFTWARE AND PERFORMANCE OF THE SERVICES HEREUNDER.

CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ANY RESULTS OBTAINED FROM USING THE SOFTWARE. ATLAN DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INFORMATION, MERCHANTABILITY, ACCURACY
OR FITNESS FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT ATLAN KNOWS OR HAS REASON TO KNOW OF SUCH PURPOSE), WHETHER ARISING BY LAW, CUSTOM, USAGE IN TRADE OR BY COURSE OF DEALING. ATLAN AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF ANY USE OF THE SOFTWARE, OR THAT IT IS BUG OR ERROR FREE, OR THAT ITS USE WILL BE UNINTERRUPTED. ATLAN DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM, OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. ATLAN WILL IN NO WAY BE HELD LIABLE FOR ANY INABILITY OF, ERROR, WHETHER OR NOT BY FAULT OF THE CUSTOMER OR ANY THIRD PARTY APPOINTED BY CUSTOMER TO INSTALL/USE THE SOFTWARE. DATA UPLOADED TO THE SOFTWARE AND ANY THIRD-PARTY DATABASES, SOFTWARE, HARDWARE, OR SERVICES CONNECTING FROM OR TO THE SOFTWARE (COLLECTIVELY, “THIRD PARTY MATERIALS”) ARE NOT THE RESPONSIBILITY OF ATLAN AND ATLAN DOES NOT MAKE ANY WARRANTIES OR PROMISES WITH RESPECT TO THE THIRD-PARTY MATERIALS. THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS OBJECTIVES AND UNDERSTANDS AND ACKNOWLEDGES THAT THE SOFTWARE HAS NOT BEEN DEVELOPED OR CUSTOMIZED SPECIFICALLY TO THE CUSTOMERS NEEDS.

THE CUSTOMER IS SOLELY RESPONSIBLE FOR ALL USE (WHETHER AUTHORIZED OR NOT) OF THE SOFTWARE. THE CUSTOMER IS ALSO SOLELY RESPONSIBLE FOR ALL ACTS AND OMISSIONS OF ANYONE WHO HAS ACCESS TO OR OTHERWISE USES THE SOFTWARE THROUGH OR BY THE CUSTOMER. THE CUSTOMER SHALL TAKE ALL NECESSARY ACTIONS AND PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO OR USE OF THE SOFTWARE AND SHALL NOTIFY ATLAN FORTHWITH OF ANY UNAUTHORIZED ACCESS OR USE.

OPEN SOURCE: THE SOFTWARE MAY CONTAIN OR BE PROVIDED WITH COMPONENTS SUBJECT TO THIRD PARTY OPEN SOURCE SOFTWARE LICENSES. Atlan represents and warrants that a complete and accurate list of all components subject to third party open source software licenses, together with a copy of the applicable license terms for each such component is attached to the Agreement in the Appendix

12. **Limitation on Liability**

   a. **Exclusion of Non-Direct Damages.** In no event shall either party or its Affiliates or Licensors or suppliers be liable for special, incidental,
consequential, punitive, exemplary or tort damages (including, without limitation, any damages resulting from loss of use, data, profits, or business) arising out of or in connection with the Software or the Constitutive Elements, whether or not Atlan has been advised of the possibility of such damages.

b. **Maximum Liability.** The cumulative liability of either party or its Affiliates, whether in contract, tort, or otherwise, arising out of any or all claims in aggregate, arising out of or in connection with the Software or the Constitutive Elements shall not exceed the amount paid or payable under the relevant Order Form in the twelve months immediately preceding the events giving rise to the liability.

c. **Exceptions.** The limitations and exclusions set forth in Clauses 12.a and 12.b shall not apply to either party’s liability for: (i) gross negligence or intentional misconduct, (ii) fraud or fraudulent misrepresentations, (iii) such party’s obligations under Clause 9 (Confidentiality) or Clause 13 (Indemnification), or (iv) matters for which liability cannot be excluded or limited under applicable law.

13. **Indemnification**

a. The Customer hereby agrees to indemnify and keep indemnified Atlan, its directors, employees, agents, consultants and licensors and assignees ("**Indemnified Party**") from and against any liabilities, claims, losses, actions, payments and/or demands (including the reasonable direct costs, expenses, dispute resolution costs and attorney’s fees on account thereof) arising from arising from or out of or relating to (i) any infringement or misappropriation of any Intellectual Property Rights by the Customer in connection with use of the Software, (ii) any violation of law by the Customer in connection with the use of the Software, (iii) use of the Software in violation of the Agreement; or (iv) material breach of any terms of this Agreement by the Customer...

14. **General**

a. **Survival.** Except as otherwise provided in this Agreement, the following will survive termination of this Agreement: Clause 2 (Definitions), Clause 4 (Term and Termination), Clause 5 (b) (Restrictions), Clause 7 (Confidentiality), Clause 9 (Warranty), Clause 12 (Indemnification), and Clause 13 (General).
b. **Marketing.** Atlan has the right to disclose that Customer is a customer of Atlan and use Customer’s name and logo for sales and marketing materials including on, but not limited to, Atlan’s website. The Customer warrants that it owns such name and logo and has the right to authorise such use of the name and logo. The Customer hereby agrees to indemnify, defend and hold harmless Atlan against any and all claims, damages, losses, suits, actions, etc arising out of the Customers breach and/or non-compliance of such terms and conditions laid down by third parties.

c. **Entire Agreement.** The Constitutive Elements constitute the entire agreement and understanding between the parties with respect to the subject matter of the Agreement, and supersede all prior communication made between the Parties, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any attachment, exhibit, addendum, or Order Form, the terms of such attachment, exhibit, addendum or Order Form shall prevail.

d. **Severability.** If any provision of this Agreement is invalid or unenforceable, the remaining provisions will remain in full force and effect.

e. **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective in writing. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

f. **Assignment.** Neither this Agreement nor any of the rights and licenses granted under this Agreement may be transferred or assigned by either party without the other party’s express written consent (not to be unreasonably withheld or delayed); provided, however, that either party may assign this Agreement and all Order Forms under this Agreement upon written notice without the other party’s consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the non-assigning party. Any other attempt to transfer or assign this Agreement will be null and void.
Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

g. **Notice.** All notices and other communications under this Agreement will be: (a) in writing; (b) in English; and (c) deemed given when delivered (or the first business day after delivery with confirmation of receipt, for notices permitted by email). All notices except for ordinary business communications will be cc’d to the address stated in Order Form.

h. **Dispute Resolution.**
Notwithstanding anything contained in this Agreement to the contrary, the Parties hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences, howsoever arising out of or in connection with this Agreement by way of each appointing one nominee / representative who shall discuss in good faith to resolve the difference (“**Good Faith Negotiation**”). In case the Good Faith Negotiation does not settle the dispute within 15 (fifteen) calendar days, it shall be referred to arbitration.

If, after good faith negotiations the parties are unable to resolve the dispute, the parties agree that any and all disputes arising out of or in any way relating to this Agreement, including without limitation its existence, validity or termination, shall be resolved by a sole arbitrator. If the parties cannot agree upon selection of an arbitrator, then the arbitrator shall be appointed as per the provisions of the governing law as per the clause (i) below. The arbitration will be conducted in English and the proceedings will be confidential. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgment upon any such award may be enforced in any court of competent jurisdiction.

Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Clause.

i. **Contracting entity, governing law and venue:** The company entering into this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement and the courts that have jurisdiction over any such dispute or lawsuit shall depend, subject to Clause (h) above, on where the Customer is domiciled or registered, all as specified in the table below:
### Independent Contractors

The Parties are each independent contractor with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner to create a legal association, partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the Parties, and neither Party can bind the other contractually.

### Verification

At Atlan’s request, Customer will promptly provide Atlan with a Software-generated report verifying that Customer is using the Software in accordance with this Agreement. Atlan will issue a tax invoice to the Customer for any additional use, effective from the date its use first exceeded the terms of the Agreement.

### Force Majeure

If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, outbreak of an epidemic, war, acts of god, or acts of terrorism (a “Force Majeure Event”), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

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<th>Governing law</th>
<th>Courts with exclusive jurisdiction and place/venue of arbitration</th>
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*Private and Confidential*
APPENDIX: Open source components and license information:

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