The Alauda Enterprise Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING ALAUDA SOFTWARE OR SERVICES. BY USING ALAUDA PRODUCTS OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE ALAUDA PRODUCTS OR SERVICES. THIS AGREEMENT INCORPORATES THE SUBSCRIPTION TERMS REFERENCED BY URL IN THIS AGREEMENT.

The Agreement (as further described in Section 1.2 below) is between Customer and Alauda Singapore Pte. Ltd. (UEN 202524557C), a company incorporated in the Republic of Singapore with its registered office at 6 Raffles Quay, #14-02, Singapore 048580 ("**Alauda**"), and addresses unique commercial considerations that apply to Alauda Products, open source software, and Alauda's subscription business model.

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1. The Mechanics of the Agreement

1.1 Ordering. The Agreement applies to Alauda Products that Customer purchases or otherwise acquires the right to access or use, including Subscriptions, Professional Services, Training Services, Online Services, and other Alauda offerings, whether obtained directly from Alauda or from a Business Partner. Customer may order Alauda Products directly from Alauda by submitting an Order Form or from a Business Partner using the Business Partner's ordering procedure. Affiliates of either party may conduct business under the Agreement by signing an Order Form or other document that references these General Terms and may include additional terms relating to pricing, local requirements, or other transaction details. Specific pricing established in an Order Form does not extend globally unless specifically agreed by the parties.

1.2 Structure. The Agreement consists of the following components: (a) these General Terms; (b) the Subscription Terms (which may include end user license agreements and supported life cycles) applicable to Your Products, as available at https://www.alauda.io/legal/subscription-terms; (c) if applicable, all Order Forms; (d) if applicable, the Alauda Professional Services Terms, as available at https://www.alauda.io/legal/professional-services-terms and as incorporated into an applicable statement of work or Order Form (the "Professional Services Terms"); and (e) any supplemental terms expressly incorporated into the Agreement by these General Terms, the Subscription Terms, or an Order Form (including, where applicable, the Alauda Data Processing Addendum and the Alauda AI Supplemental Terms), each of which governs its specific subject matter as stated therein. Certain terms are defined in the Definitions section at the end of the General Terms. If Customer orders Alauda Products from a Business Partner, any agreement that Customer enters into with the Business Partner is solely between Customer and the Business Partner and will not be binding on Alauda (except to the extent that Customer's agreement with a Business Partner references this Agreement). If there is a conflict between the General Terms, the Subscription Terms, the Professional Services Terms, and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Subscription Terms, the Professional Services Terms (with respect to Professional Services), or an Order Form; with respect to the processing of personal data, the Data Processing Addendum controls as stated in its Section 12.4.

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2. Term

2.1 Agreement Term. The Agreement begins on the Effective Date and continues until it is terminated as set forth below.

2.2 Services Term. Unless otherwise agreed in writing, a Service that Customer orders will start at the earliest of (a) Customer's first use of the Service; (b) the start date contained in the Order Form; or (c) the date Customer purchased the Service, and will end at the expiration of the Services Term unless sooner terminated as set forth below. Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that Customer orders must be consumed during the applicable Services Term and any unused Services will expire.

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3. Fees and Payment

3.1 Payment of Fees. Section 3.1 applies only to Alauda Products ordered directly from Alauda. The payment terms applicable to Alauda Products purchased from a Business Partner are included in Customer's Business Partner agreement.

(a) Unless otherwise set forth in an Order Form, Customer agrees to pay Fees (1) for Professional Services and Training Services at the time of order; and (2) for all other Alauda Products, no later than thirty (30) days after the date of Alauda's invoice. Credit is subject to Alauda's approval and Alauda may change credit terms at its discretion.

(b) Fees do not include reasonable out-of-pocket expenses, shipping costs, Taxes, or service provider fees (such as payment processor or vendor management) and Customer agrees to pay or reimburse Alauda for such amounts. Customer must pay the Fees and expenses without withholding or deduction. If Customer is required to withhold or deduct any Taxes from the Fees or expenses, then Customer agrees to increase the amount payable to Alauda by the amount of such Taxes so that Alauda receives the full amount of all Fees and expenses. All Fees, expenses, and other amounts paid under the Agreement are non-refundable. The Software Subscription Fees are for Services; there are no Fees associated with the Software licenses.

3.2 Basis of Fees. Fees are determined by counting the Units associated with the applicable Alauda Product, as described in the Subscription Terms and/or Order Form. The primary Unit is the Core-Pair (two (2) physical processing cores or four (4) virtual CPUs, as defined in the Subscription Terms). Subscriptions may also be priced on a per-Node basis (bare metal tiers of 64 or 128 cores per server), per AI Accelerator (counted in addition to Core-Pair or Bare Metal Node Units), or on another Unit as specified in the Subscription Terms. Customer agrees to order and pay for the appropriate type and quantity of Alauda Products based on the Units Customer uses or deploys. If during the term of the Agreement the number of Units Customer uses or deploys exceeds the number of Units Customer has ordered and paid for, Customer will promptly report to Alauda or a Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Alauda (or the Business Partner) will invoice Customer and Customer agrees to pay for the additional Units.

3.3 Taxes. All Fees are exclusive of Taxes. This Section 3.3 applies only to Alauda Products ordered directly from Alauda; the Taxes applicable to Alauda Products purchased from a Business Partner are as set forth in Customer's agreement with the Business Partner. Customer will pay and bear the liability for all Taxes associated with activities under this Agreement, including sales, use, excise, value-added tax,

goods and services tax, and withholding taxes, but excluding Taxes based upon Alauda's net income, capital, or gross receipts. Customer must pay the Fees without withholding or deduction. If Customer is required to withhold or deduct any Taxes from the Fees, then Customer agrees to increase the amount payable to Alauda so that Alauda receives the full amount of all Fees.

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4. Termination

4.1 Termination for Cause. Either party may terminate the Agreement (in whole or with respect to any Order Form or Alauda Product, whether obtained from Alauda or a Business Partner) by notice to the other party if (a) the other party materially breaches the Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 8, in which case no cure period will apply); or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. In addition, Alauda may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if Customer breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

4.2 Termination for Convenience. Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.

4.3 Effect of Termination; Survival. The termination or suspension of an individual Order Form, Business Partner Order, or any Alauda Products purchased from Alauda or a Business Partner will not terminate or suspend any other Order Form, Business Partner Order, Alauda Product, or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s), Business Partner Orders, and Services will terminate. If the Agreement, any Order Form, or Business Partner Order is terminated, Customer agrees to pay for all Units that Customer used or deployed or that were provided by Alauda up to the effective date of termination. Sections 1.2, 3, 4.3, 5.2, 5.3, 6, 8 (to the extent set forth therein), 9, 10 (to the extent set forth therein), and 11-15 will survive the termination of this Agreement.

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5. Representations and Warranties

5.1 Warranties. Alauda represents and warrants that (a) it has the authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) to its knowledge, the Software does not, at the time of delivery to Customer, include malicious mechanisms or code for the purpose of damaging or corrupting the Software; and (d) the Services will comply in all material respects with laws applicable to Alauda as the provider of the Services. Customer represents and warrants that (a) it has the authority to enter into this Agreement; (b) its use of Alauda Products will comply with all applicable laws; and (c) it will not use the Alauda Products for any illegal activity.

5.2 AS-IS DISCLAIMER; EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE ALAUDA PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND ALAUDA DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-

INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALAUDA AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE ALAUDA PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE, COMPLY WITH REGULATORY REQUIREMENTS, OR THAT ALAUDA WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, CUSTOMER'S EXCLUSIVE REMEDY AND ALAUDA'S ENTIRE LIABILITY WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT ALAUDA PRODUCT, OR IF ALAUDA CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, TERMINATION OF THE RELEVANT ALAUDA PRODUCT, IN WHICH CASE CUSTOMER MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT ALAUDA PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.

5.3 Hazardous Use. The Alauda Products have not been tested in all situations under which they may be used. Alauda will not be liable for the results obtained through use of the Alauda Products and Customer is solely responsible for determining appropriate uses for the Alauda Products and for all results of such use. In particular, Alauda Products are not specifically designed, manufactured, or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities; (b) aircraft control, navigation, or communication systems; (c) weapons systems; (d) direct life support systems; or (e) other similar hazardous environments.

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6. Open Source Software

6.1 Open Source Components. Alauda Products may contain or be distributed with open source software components. Each open source software component is governed by the terms of the applicable open source license. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable open source license for the open source software components.

6.2 Subscription Services and Open Source. The Subscription entitles Customer to support, maintenance, updates, and other services as described in the Subscription Terms. Termination of a Subscription ends the Subscription Services associated with the Alauda Products but does not terminate or limit any rights Customer may have under the applicable open source licenses for the open source software components contained in the Alauda Products.

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7. Online Properties

7.1 Account Creation. Customer may be required to create an account to access Alauda websites, portals, and Alauda Cloud services. Customer will provide accurate information when creating an account. Customer will not access or create multiple accounts in a manner that is (a) intended to avoid, or has the effect of avoiding, payment of Fees; (b) circumventing thresholds or Unit limitations associated with Customer's account; or (c) intended to violate the Agreement. Customer is solely responsible for all activities in connection with Customer's account and will notify Alauda promptly if Customer becomes aware of any unauthorized use.

7.2 Acceptable Use. Customer's use of the Alauda Products, including the Alauda Cloud portal and Online Services, is subject to the Acceptable Use Policy published at https://www.alauda.io/legal/acceptable-use-policy, which is incorporated into this Agreement by reference, and to the applicable Subscription Terms. In the event of a conflict between the Acceptable Use Policy and these General Terms, these General Terms will control.

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8. Confidentiality

8.1 Obligations. Recipient (a) will not disclose Confidential Information of Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 8; (b) will use the same degree of care to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents, and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 8.

8.2 Exceptions. Information is not Confidential Information if (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement; (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information; (d) the information is generally known or easily obtained by someone with ordinary skills in the Recipient's business; or (e) the information is licensed under an open source license (as defined by the Open Source Initiative at https://opensource.org/). A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation, or court order, but, where legally permissible and feasible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection.

8.3 Term. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information.

8.4 Return or Destruction. Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Section 8 for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.

8.5 Open Source Code. For the avoidance of doubt, source code that is publicly available under an open source license is not Confidential Information of either party.

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9. Client Information, Feedback, and Reservation of Rights

9.1 Client Information. If Customer provides Client Information in connection with Customer's use of or access to Alauda Products, Alauda, its Affiliates, and its Suppliers may use such Client Information in connection with providing the Alauda Products (subject to Section 8 with respect to disclosure of Client Information that constitutes Confidential Information). Customer represents and warrants that

Customer's provision (and Alauda's use) of Client Information under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Alauda and Customer, subject to the rights granted in this Section, Customer retains all rights in and to Client Information. Customer acknowledges that, in order to provide the Services, it may be necessary for Client Information to be transferred between Alauda, its Affiliates, Business Partners, and Suppliers, which may be located worldwide.

9.2 Data Protection. For the purposes of this Agreement, "**Data Protection Laws**" means (a) the Singapore Personal Data Protection Act 2012 and any regulations and guidelines made thereunder; and (b) all other applicable laws and regulations relating to the processing of personal data and privacy in the countries where the personal data originates from and/or is processed, as amended from time to time. For purposes of this Section 9.2, "personal data" has the meaning given under the applicable Data Protection Laws. Except with respect to Online Services covered by Alauda's Privacy Policy at https://www.alauda.io/legal/privacy-policy, Customer agrees not to provide personal data to Alauda as part of the Services, provided that Customer may disclose personal data consisting of business contact information relating to Customer or its personnel to enable Alauda to perform its obligations under this Agreement and to provide Customer with Alauda Products (the "**Purpose**"), and provided further that the provision of personal data incidentally contained in support case content, diagnostic materials, or materials provided in connection with Professional Services engagements does not breach this sentence, such personal data being subject to the Alauda Data Processing Addendum. In disclosing business contact information under the foregoing proviso, Customer agrees: (a) to comply with its obligations under applicable Data Protection Laws at all times; (b) not to, by any act or omission in connection with this Agreement, place Alauda in breach of any Data Protection Laws; (c) to ensure that such personal data is accurate and complete, and to inform Alauda of any updates or changes to it; and (d) to ensure that, prior to disclosure, it has notified the relevant individuals and obtained any consents required under applicable Data Protection Laws for the disclosure of their personal data to Alauda, the collection and use of that personal data for the Purpose, and any associated disclosure to Alauda's Suppliers or cross-border transfer. If Alauda processes personal data as a processor on behalf of Customer, the Alauda Data Processing Addendum at https://www.alauda.io/legal/data-processing-addendum applies to such processing and is incorporated into this Agreement.

9.3 Feedback. Customer may voluntarily provide Alauda with Feedback in connection with the Alauda Products, but has no obligation to do so. If Customer chooses to do so, Alauda may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve, Alauda Products and other Alauda offerings without attribution or compensation. Customer grants Alauda a perpetual and irrevocable license to use all Feedback for any purpose. Customer agrees to provide Feedback to Alauda only in compliance with applicable laws and represents that Feedback will not include proprietary information of a third party.

9.4 Reservation of Rights. Alauda grants to Customer only those rights expressly granted in the Agreement with respect to the Alauda Products and reserves all other rights in and to the Alauda Products (including all intellectual property rights). Alauda may collect and use for any purpose aggregate anonymous data about Customer's use of the Alauda Products. Nothing in this Agreement will limit Alauda from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials, or services to those that might be delivered to Customer. Nothing will prohibit or restrict either party's right to develop, use, or market products or services similar to or

competitive with the other party; provided, however, that neither party is relieved of its obligations under Section 8 of this Agreement.

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10. Compliance Review

10.1 Audit Rights. While the Agreement is in effect and for one (1) year thereafter, Alauda or its designee, acting in accordance with Section 8, may inspect Customer's facilities and records to verify Customer's compliance with this Agreement. Customer agrees to (a) respond promptly to requests for information, documents, and/or records; (b) grant appropriate access for on-site visits in order to verify Customer's compliance; and (c) reasonably cooperate in connection with any such verification. Alauda will provide at least ten (10) days prior written notice for any on-site visits, and will conduct on-site visits during regular business hours in a manner that reasonably minimizes interference with Customer's business.

10.2 Over-Deployment. If Alauda notifies Customer of any noncompliance or underpayment, then Customer will resolve the non-compliance and/or underpayment within fifteen (15) days from the date of notice. If the underpayment exceeds five percent (5%), then Customer will also reimburse Alauda for the reasonable cost of the inspection.

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11. IP Indemnification

11.1 Indemnification. Alauda will defend Customer against any third-party claim alleging that Customer's use of the Alauda Products in accordance with this Agreement infringes or misappropriates the intellectual property rights of such third party (an "**Infringement Claim**"). For the avoidance of doubt, this Section 11.1 applies to all components of the Alauda Products as distributed by Alauda, including open source software components as incorporated in the Alauda Products. Alauda will pay the damages and costs finally awarded against Customer by a court of competent jurisdiction or agreed to in settlement, provided that Customer: (a) notifies Alauda in writing of the Infringement Claim promptly, and in no event later than ten (10) days after Customer becomes aware of the claim; (b) gives Alauda sole control of the defense and related settlement negotiations (provided that no settlement shall impose any non-monetary obligation on Customer without Customer's prior written consent, not to be unreasonably withheld); and (c) provides reasonable assistance to Alauda, at Alauda's expense for Customer's reasonable out-of-pocket costs, in defending the Infringement Claim.

11.2 Repair, Replace, or Refund. If an Alauda Product is held to infringe, or in Alauda's reasonable opinion is likely to become the subject of an Infringement Claim, Alauda may, at its option and expense: (a) procure for Customer the right to continue using the affected Alauda Product; (b) replace or modify the affected Alauda Product so that it becomes non-infringing while retaining substantially equivalent functionality; or (c) if neither (a) nor (b) is commercially reasonable, terminate the affected Alauda Product and refund to Customer the pro-rated portion of Fees paid for the unused portion of the then-current term of the affected Alauda Product.

11.3 Exceptions. Alauda will have no obligation under this Section 11 to the extent an Infringement Claim arises from or relates to: (a) Customer's use of the Alauda Product in violation of this Agreement or applicable law; (b) Customer's combination, operation, or use of the Alauda Product with any non-Alauda software, hardware, data, or services, where the infringement would not have occurred without such

combination; (c) Customer's modification of the Alauda Product or use of a modified Alauda Product not made or authorized in writing by Alauda; (d) Customer's use of a superseded or prior release of the Alauda Product, where the infringement would have been avoided by using the then-current release made available by Alauda; (e) Customer's continued use of the affected Alauda Product after Alauda has notified Customer of modifications or replacements required to avoid an Infringement Claim; (f) Customer's use of any open source software component obtained from a source other than Alauda, or use of an open source software component other than as incorporated in the Alauda Products as distributed by Alauda; (g) Alauda's compliance with Customer's specifications, designs, or instructions; (h) Customer's failure to pay any Fees due and owing for the Alauda Product giving rise to the claim; or (i) Customer's use of the Alauda Products other than for Customer's internal use (which, for purposes of this Section 11, includes use by or through Customer's Affiliates and contractors to the extent permitted by the internal-use provisions of the Subscription Terms).

11.4 Exclusive Remedy. This Section 11 sets out the sole and exclusive liability of Alauda, and Customer's sole and exclusive remedy, with respect to any claim of intellectual property infringement or misappropriation by an Alauda Product.

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12. Limitations

12.1 DISCLAIMER OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALAUDA'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY ALAUDA WITH RESPECT TO THE PARTICULAR ALAUDA PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDER FORM OR BUSINESS PARTNER ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL ALAUDA'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY ALAUDA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF ALAUDA OR ITS AFFILIATES. THE EXCLUSIONS IN SECTION 12.1 AND THE LIMITATIONS IN THIS SECTION 12.2 DO NOT APPLY TO ALAUDA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.

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13. Governing Law and Dispute Resolution

13.1 Default (Singapore). Except as specified in Section 13.2, the Agreement, and any claim, controversy, or dispute arising out of or related to the Agreement, are governed by and construed in accordance with the laws of the Republic of Singapore, without giving effect to any conflicts of laws provision. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Section. The seat of arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator, appointed by mutual agreement of the parties or, failing such agreement, in accordance with the Arbitration Rules of the SIAC. The language of the arbitration shall be English. Notwithstanding the foregoing, either party may at any time, and as often as is necessary or appropriate, seek interlocutory, provisional, or interim relief or remedies from any court of competent jurisdiction (including, to the extent available under applicable law, a temporary restraining order or preliminary injunction), and doing so will not be deemed a waiver of, or incompatible with, this agreement to arbitrate.

13.2 EU/UK Customers. If Customer's country of principal residence or incorporation is the United Kingdom, a member state of the European Union, or a member of the European Free Trade Association: (a) this Agreement is governed by and construed in accordance with the laws of England and Wales; and (b) any dispute, claim, action, or proceeding arising out of or relating to this Agreement may only be brought before the courts of England and Wales, to whose exclusive jurisdiction each of the parties irrevocably submits. Notwithstanding the foregoing, where Customer's local mandatory consumer protection or data protection law provides a higher standard of protection, such mandatory law shall apply to the extent required.

13.3 CISG Exclusion. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the governing jurisdiction.

13.4 Claims Limitation. No claim or action, regardless of form, arising out of or related to the Agreement may be brought by either party more than one (1) year after the party first became aware or reasonably should have been aware of the basis for the claim.

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14. Miscellaneous

14.1 Export. Alauda Products are developed and distributed by Alauda Singapore Pte. Ltd., a company incorporated in the Republic of Singapore. Customer agrees to comply with all applicable export and import laws and regulations, including the Singapore Strategic Goods (Control) Act 2002 and its regulations. Alauda Products, as a whole, are Singapore-origin commercial software and are not classified under the United States Export Administration Regulations ("**EAR**") as US-origin items. However, Alauda Products may contain US-origin open source software components that are publicly available and generally eligible for standard open source encryption exemptions under applicable export control regimes. Customer is responsible for compliance with all applicable import, export, and re-export laws in Customer's jurisdiction. Without limiting the foregoing, Customer agrees that it will not use, export, disclose, re-export, or transfer Alauda Products, directly or indirectly, to (a) any jurisdiction sanctioned under applicable Singapore law; (b) any party who Customer knows or has reason to know will utilize them in the design, development, or production of nuclear, chemical, or biological weapons, or rocket

systems, space launch vehicles, or sounding rockets; or (c) any person or entity on applicable restricted party lists. Alauda may terminate the Agreement and/or the applicable Order Form without liability to Customer if (a) Customer breaches this paragraph or the export provisions of an applicable end user license agreement; or (b) Alauda is prohibited by law or otherwise restricted from providing Alauda Products to Customer.

14.2 Notices. Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery, including through an automated receipt or by electronic log, to the address(es) or email address provided by the recipient. Any notice from Customer to Alauda must include a copy sent to:

Alauda Singapore Pte. Ltd. Attention: Legal Department 6 Raffles Quay, #14-02 Singapore 048580 Email: legal@alauda.io

Billing notices to Customer will be addressed to the billing contact designated by Customer.

14.3 Assignment. Upon written notice, either party may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets if, in each case, the assignee's financial condition and creditworthiness are deemed sufficient by the non-assigning party and the assignment will not affect the non-assigning party's obligations under the Agreement. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

14.4 Waiver. A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.

14.5 Independent Contractors. The parties are independent contractors and nothing in the Agreement creates an employment, partnership, or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control, and payment of its personnel. Alauda may subcontract Services to third parties or Affiliates so long as (a) subcontractors agree to protect Confidential Information; and (b) Alauda remains responsible to Customer for performance of its obligations.

14.6 Third Party Beneficiaries. The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit, or remedy.

14.7 Force Majeure. Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.

14.8 Complete Agreement and Order of Precedence. The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that Customer delivers to Alauda, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Subscription Terms, the Professional Services Terms, and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Subscription Terms, the Professional Services Terms

(with respect to Professional Services), or an Order Form; with respect to the processing of personal data, the Data Processing Addendum controls as stated in its Section 12.4.

14.9 Counterparts and Electronic Signatures. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.

14.10 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law and the parties will amend the Agreement to reflect the original intent to the maximum extent possible.

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15. Definitions

15.1 "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "**control**" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

15.2 "**Agreement**" is defined in Section 1.2.

15.3 "**Alauda Cloud**" means the cloud-hosted portal and services operated by Alauda at https://cloud.alauda.io, including customer portals, support portals, and related online services.

15.4 "**Alauda Products**" means Software, Services, and other Alauda branded offerings made available by Alauda, including Alauda Container Platform (ACP), Alauda AI Platform, Alauda Enterprise Services, Alauda Virtualization, Alauda Storage Capacity Pack, and any other products or services offered by Alauda from time to time.

15.5 "**Business Partner**" means a cloud provider, distributor, reseller, OEM, system integrator, managed service provider, or other third party authorized to resell or distribute Alauda Products.

15.6 "**Business Partner Order**" means an order for an Alauda Product placed through a Business Partner.

15.7 "**Client Information**" means any data, information, software, or other materials that Customer provides to Alauda under the Agreement.

15.8 "**Confidential Information**" means information disclosed by the Discloser to the Recipient during the term of the Agreement that (a) is marked confidential; (b) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; (c) is pricing information; or (d) is of a nature that the Recipient knows or should reasonably be expected to know is confidential to the Discloser or should reasonably be considered confidential given the nature of the information and the circumstances surrounding its disclosure.

15.9 "**Core-Pair**" means a unit of measurement equal to two (2) physical processing cores or four (4) virtual CPUs (vCPUs), as further described in the Subscription Terms, which is the primary Unit for pricing Alauda Subscription offerings.

15.10 "**Customer**" or "**you**" means the person or entity acquiring the right to use or access the Alauda Products and which is a party to this Agreement.

15.11 "**Discloser**" is a party disclosing Confidential Information under this Agreement.

15.12 "**Effective Date**" means earliest of (a) the date of the last signature on this Agreement or an Order Form; (b) Customer's online acceptance of the Agreement; or (c) when Customer first receives access to an Alauda Product.

15.13 "**Fees**" means the amounts paid or to be paid by Customer to Alauda (directly or through a Business Partner) for Alauda Products.

15.14 "**Feedback**" means any ideas, suggestions, proposals, or other feedback Customer may provide regarding Alauda Products.

15.15 "**General Terms**" means the terms contained in Sections 1 through 15 of this document.

15.16 "**Node**" means a single physical or virtual server (machine) on which Alauda Products are installed or deployed, which may be priced in bare metal tiers (64 or 128 cores per server) as specified in the Subscription Terms.

15.17 "**Online Services**" means Alauda branded cloud or hosted services offerings, including Alauda Cloud.

15.18 "**Order Form**" means Alauda's standard ordering document(s) or online purchasing form used to order Alauda Products, including any quotation issued by Alauda and accepted by Customer. Orders placed through a Business Partner are Business Partner Orders, not Order Forms.

15.19 "**Professional Services**" means consulting, implementation, migration, and advisory services provided by Alauda, as described in the applicable Subscription Terms or statement of work. Professional Services do not include training services, which are governed by the Alauda Training Terms at https://www.alauda.io/legal/training-terms.

15.20 "**Recipient**" is the party receiving Confidential Information under this Agreement.

15.21 "**Service(s)**" means Alauda branded services offered as Subscriptions, Professional Services, Training Services (meaning the Training described in the Alauda Training Terms), Online Services, or other services offered by Alauda.

15.22 "**Services Term**" means the period during which Customer is entitled to use, receive access to, or consume a particular Alauda Product pursuant to an Order Form or Business Partner Order.

15.23 "**Software**" means Alauda branded software that is included in Alauda Product offerings, including container images, Helm charts, operators, management consoles, and related components.

15.24 "**Subscription**" means a time-bound Alauda Product offering that entitles Customer to use the Software and receive support, maintenance, updates, and other services as described in the Subscription Terms for the applicable Services Term.

15.25 "**Subscription Services**" means the support, maintenance, updates, security advisories, and other services provided by Alauda to Customers with active Subscriptions, as described in the Subscription Terms.

15.26 "**Subscription Terms**" means the Alauda Subscription Terms set forth at https://www.alauda.io/legal/subscription-terms, as such terms may be updated by Alauda from time to

time. The Alauda Professional Services Terms applicable to Professional Services are a separate component of the Agreement as described in Section 1.2(d).

15.27 "**Supplier**" means a third party that provides services or software to Alauda in order for Alauda to offer Alauda Products to its Customers and/or Business Partners.

15.28 "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges, or penalties, arising from or relating to this Agreement or any Alauda Products, other than taxes based upon Alauda's net income, capital, or gross receipts.

15.29 "**Unit**" means the basis upon which Fees are determined for Alauda Products as set forth in the Subscription Terms or an Order Form, including Core-Pairs, Nodes, or other measurement units as applicable.

15.30 "**Your Products**" means the Alauda Products that Customer has purchased, licensed, or otherwise acquired the right to access or use.

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