

TERMS OF SERVICE

Last updated: November 13, 2024

These Terms of Service (this “**Agreement**”) is by and between Lightbend, Inc. doing business as Akka (“**Akka**”), and the customer that desires to use the Cloud Services (as defined below) (“**Customer**”), and its employees and third parties (including affiliates, subsidiaries, employees, contractors and agents) (collectively, “**End Users**”), and is effective on the date this Agreement is accepted by Customer (“**Effective Date**”) at <https://console.akka.io/register>. In order to use the Cloud Services, Customer must accept this Agreement. If Customer does not accept this Agreement, Customer is not permitted to use the Cloud Services under this Agreement. By agreeing to the terms and conditions set forth in this Agreement, Customer hereby represents and warrants to Akka Customer: (i) is entering into this Agreement on its own behalf or on behalf of a third party (collectively with its affiliates, subsidiaries, agents, and End Users, the “**Customer Company**”); (ii) has the legal authority to bind the Customer Company to legal agreements; (iii) is at least eighteen (18) years old; and (iv) is not a Prohibited Person (as defined below).

1 Subscription.

1.1 Registration. To register to use the Cloud Services, Customer must provide Akka with the information requested in the registration process to create an account. Customer will then be granted access to the applicable subscription(s) (“**Subscriptions**”). Customer must provide complete and accurate information during the registration process and will update Customer information to ensure it remains accurate. Customer may not disclose usernames, passwords, or multi-factor authentication information to any unauthorized persons and must maintain such information in strict confidence. Customer shall ensure the Customer Company complies with all terms and conditions of this Agreement and applicable law, and Customer is responsible for all activities in Customer’s account, regardless of whether they are undertaken by Customer or the Customer Company, and Akka and its affiliates are not responsible for unauthorized access to Customer’s account. Customer must contact Akka immediately if Customer thinks unauthorized activity occurred in Customer’s account or Customer’s account information is lost or stolen.

1.2 Grant of Use. Subject to the terms and conditions of this Agreement, Akka grants to Customer a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable right to access and use the Cloud Services of ‘Akka’ (the “**Cloud Services**”) solely in the Territory (as defined herein), during the Term (as defined below), and in connection with Customer’s and/or the Customer Company’s lawful business operations. Customer acknowledges and agrees its rights to access and use the Cloud Services are neither contingent upon the delivery of any future functionality or features, nor are they dependent upon any oral or written comments made by Akka with respect to future functionality or features. For purposes hereof, “**Territory**” means the entire world, excluding countries that are the subject of embargoes or sanctions by the U.S., or with respect to which trade is otherwise prohibited by any instrumentality of the U.S.

1.3 Termination or Expiration of Agreement and Effects of Termination. Upon any expiration or termination of this Agreement, Customer’s right to access and use the Cloud Services granted under this Agreement shall terminate immediately without any further action by Customer and/or Akka.

1.4 User Restrictions. Customer shall not itself, or through the Customer Company or any other third party:

1.4.1 sell, lease, rent, loan, license, distribute, sublicense or otherwise transfer to a third party, in whole or in part, any software or documentation made available electronically as part of the Cloud Services (the “**Documentation**”);

1.4.2 decompile, disassemble, translate, reverse engineer or otherwise attempt to derive or possess source code from the Cloud Services, in whole or in part, nor shall Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Cloud Services or encourage others to do so, except to the limited extent, if any, that applicable law permits such acts notwithstanding any contractual prohibitions; provided, however, before Customer exercises any rights to which it believe it is entitled under applicable mandatory law, Customer shall provide Akka with thirty (30) days’ prior written notice thereof and provide all reasonably requested information to allow Akka to assess Customer’s claim and, at Akka’s sole discretion, to provide alternatives that reduce any adverse impact on Akka’s intellectual property or other rights;

1.4.3 allow access to, or permit use of, the Cloud Services by any users other than Customer and/or the Customer Company, and who, in each case, agreed in writing to abide by the terms of this Agreement, which writing Customer agrees to provide to Akka upon receipt of its request. Customer acknowledges Customer shall be liable for any failure by such employees and third party contractors to comply with the terms of this Agreement and/or any violation of usage restrictions (which shall be aggregated to Customer across all such employees and third party contractors);

1.4.4 create, develop, license, install, use, or deploy any third party software or services to circumvent or provide access, permissions or rights which violate the license keys embedded within the Cloud Services;

1.4.5 modify, enhance, or otherwise change the Cloud Services, or create derivative works based upon the Cloud Services or Documentation;

1.4.6 disclose the results of any benchmark test of the Cloud Services to any third party without Akka's prior written approval (in its sole discretion);

1.4.7 remove, obscure, alter, or change any notice of copyright, trademark, license, or other proprietary rights which appear in the Cloud Services or Documentation;

1.4.8 use the Cloud Services as part of a software as a service where Customer and/or the Customer Company receives payment for such software as a service or in any other resale capacity other than with respect to the use of Customer's and/or the Customer Company's products; provided that, the Cloud Services shall not be used for purposes of competitive analysis, the development of a product or service that competes with the Cloud Services, or any other purpose that is, or reasonably could be, to Akka's commercial disadvantage;

1.4.9 copy or otherwise reproduce the Cloud Services, the Documentation, or any materials provided in connection therewith except as expressly permitted herein;

1.4.10 copy or embed elements of the accessible code contained in the Cloud Services into other applications;

1.4.11 perform or facilitate any act which, directly or indirectly, causes to be transmitted to, uploaded or downloaded by, Akka or any other end user any software viruses, worms, Trojan horses, time bombs, trap door or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Cloud Services;

1.4.12 use any robot, spider, scraper or other automated means to access the Cloud Services and collect content for any purpose without Akka's express written permission;

1.4.13 use the Cloud Services for any illegal purpose or otherwise in violation of any applicable laws;

1.4.14 use with, or distribute the Cloud Services to, any person located outside of the Territory or that is named on the U.S. Treasury Department's listing of specially designated nationals and blocked person, or is otherwise blacklisted by any instrumentality of the U.S. (each such person, a "**Prohibited Person**"); or

1.4.15 circumvent or attempt to circumvent any methods employed by Akka to control use of or access to the components, features or functions of the Cloud Services, or to prevent unauthorized use of the Cloud Services, including, but not limited to, breaching the firewall, cracking encryption codes, altering or disabling Akka's antivirus programs and protocols, or otherwise altering or disabling any other security mechanism used in the systems providing the Cloud Services.

1.5 Open Source Software. The Cloud Services may include individual open source software components, each of which has its own copyright and its own applicable license conditions. These open source software components are licensed under the terms of the applicable open source license conditions and/or copyright notices.

2 Confidentiality. Each party agrees to hold as confidential and not use or disclose for any purpose other than the performance of its obligations under this Agreement any information provided or disclosed by, or otherwise made viewable by the other party that reasonably should be understood to be confidential or proprietary to such other party in light of the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the foregoing: (i) the receiving party may disclose such information of the other party to the extent required to comply with binding orders of governmental entities that have jurisdiction over it; provided that, if legally permissible, such party provides the other party with reasonable written notice of such required disclosure in order to allow such other party the ability to seek a protective order or other appropriate remedy; and (ii) to the extent the disclosing party provides such information on a non-confidential basis or in connection with Section 13.7 below, such information shall not be considered confidential and subject to the protections set forth in this Section 2. All of a party's information described herein shall be returned to such party upon its request; provided, however, the receiving party may retain one (1) archival copy thereof. Notwithstanding the foregoing, nothing set forth herein shall be construed to prohibit Akka, its employees and agents from retaining, claiming ownership over, and/or using any: (a) general skills, know-how, expertise, generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing its obligations under this Agreement; and/or (b) benchmarking, statistical, research and marketing analyses, surveys, reports and studies based on aggregated, blinded, non-personally identifiable formats of such information that do not identify, reference or imply an association with Customer or the Customer Company.

3 Ownership. As among Customer and Akka, Akka and its licensors shall retain ownership of the Cloud Services and all intellectual property and proprietary rights, title, and interest in and to the Cloud Services, training materials, Documentation, and related works, including, but not limited to, any derivative works of, or improvements, enhancements, and/or extensions made to the foregoing. Customer acknowledges and agrees on behalf of itself and the Customer Company that nothing in this Agreement shall limit Akka's right to provide the Cloud Services and its services to third parties, including, but not limited to, any third parties that may have use cases, customizations, configurations, or other uses or applications similar to, or identical to, those of Customer or the Customer Company.

4 Customer Content. Customer is solely responsible for all content uploaded to the Cloud Services under Customer's account ("**Customer Content**"). Customer is responsible for properly configuring and using the Cloud Services and taking steps to maintain appropriate security, protection, and backup of Customer Content including, but not limited to, updating usernames and passwords regularly may be required by Akka, limiting account access to authorized persons, and implementing reasonable internal security measures. Customer acknowledges Akka may collect information about Customer's computer hardware and software, including, but not limited to IP addresses, browser types, domain names, access times, and referring website addresses ("**Customer Data**"). Customer hereby grants Akka and its affiliates and vendors a fully-paid, non-exclusive, Territory-wide, royalty-free, non-transferable right and license to use, copy, cache, publish, display, process, and store such Customer Content and Customer Data in order to provide the Cloud Services and for other ordinary course of business purposes, including electronic communications. Customer recognizes and agrees that caching of or references to the Customer Content and Customer Data may not be immediately removed upon termination. In addition to the foregoing, Customer hereby grants Akka a non-exclusive, perpetual, Territory-wide, fully-paid up, royalty-free license to use aggregated, blinded, non-personally identifiable formats of Customer Content that do not identify, reference or imply an association with Customer for the creation of benchmarking, statistical, research and marketing analyses, surveys, reports and studies. Akka Customer warrants and represents that Customer has the right to grant Akka the rights set forth above and that it will not contribute any Customer Content that: (i) infringes, violates or otherwise interferes with any copyright or trademark of another party; (ii) reveals any trade secret, unless Customer owns the trade secret or has the owner's permission to post it; (iii) infringes any intellectual property right of another or the privacy or publicity rights of another; (iv) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party; (v) contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (vi) includes any: (a) Personal Health Information (as defined under the Health Insurance Portability and Accountability Act), unless it enters into a separate agreement with a supplier relating to the processing of such data; (b) government issued identification numbers, including Social Security numbers, driver's license numbers and other state-issued identification numbers; (c) financial account information, including bank account numbers; (d) payment card data, including credit card or debit card numbers; or (e) sensitive personal data (as described under Article 9 of the General Data Protection Regulation 2016/679 (the "**EU GDPR**")) and any national laws adopted pursuant to the EU GDPR, about residents of Switzerland or any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life or the commission or alleged commission of any crime or offense; or (vii) remains posted after Customer

has been notified that such Customer Content violates any of the terms of this Agreement or any law or regulation. Akka may deactivate Customer's account and all data upon the expiration or termination of Customer's applicable Subscriptions.

5 Data Protection. The parties agree to comply with Akka's data protection policy set forth at <https://akka.io/legal/privacy> as modified from time to time, and with all applicable state, federal, and international data privacy and protection laws including, but not limited to, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, the European (Withdrawal) Act 2018, and the EU GDPR.

6 Disclaimer and Limitation of Liability.

6.1 Disclaimer. THE CLOUD SERVICES AND DOCUMENTATION ARE PROVIDED "AS-IS" AND AKKA AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. AKKA DOES NOT WARRANT THE OPERATION OR USE OF THE CLOUD SERVICES WILL MEET CUSTOMER'S AND/OR THE CUSTOMER COMPANY'S REQUIREMENTS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR ENTIRELY SECURE. CUSTOMER AND THE CUSTOMER COMPANY SHALL BEAR ALL RISK ASSOCIATED WITH ANY USE OF THE INTERNET OR OTHER MEANS OF COMMUNICATION OR DATA TRANSMISSION BY OR ON BEHALF OF CUSTOMER OR THE CUSTOMER COMPANY UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY VIRUS OR HARMFUL CODE RESULTING THEREFROM, AND AKKA DISCLAIMS ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH SUCH USE. CUSTOMER AGREES AND ACKNOWLEDGES ON BEHALF OF ITSELF AND THE CUSTOMER COMPANY THAT LOSS OF DATA AND RECORDS IS A RISK IN CONNECTION WITH THIS AGREEMENT AND, THEREFORE, AGREES TO CONFIGURE AND BACKUP ITS COMPUTER SYSTEM ENVIRONMENT TO PREVENT THE ACTIVITIES CONTEMPLATED HEREUNDER FROM CAUSING BUSINESS INTERRUPTION, LOSS OF COMPANY DATA, OR OTHER LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE CLOUD SERVICES AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE: (A) IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF HAZARDOUS ENVIRONMENTS THAT REQUIRE FAIL-SAFE PERFORMANCE, SUCH AS NUCLEAR OR CHEMICAL FACILITIES, AIRCRAFT OR OTHER MODES OF HUMAN MASS TRANSPORTATION, LIFE SUPPORT SYSTEMS, IMPLANTABLE MEDICAL EQUIPMENT, MOTOR VEHICLES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH THEIR FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE; OR (B) WITH ANY INFORMATION, DATA OR TECHNOLOGY GOVERNED BY THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS.

6.2 Limitation of Liability. EXCEPT TO THE EXTENT ARISING IN CONNECTION WITH THE RESILIENCE GUARANTEE POSTED AT: <https://trust.akka.io/resources?s=sjahr2h9czk28o2g8ipsqb&name=resilience-guarantee-policy> (THE "RESILIENCE GUARANTEE"), IN NO EVENT WILL AKKA OR ITS SUPPLIERS BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, SPECIAL, EXEMPLARY, LOST PROFITS, REMOTE, COVER INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOST BUSINESS, LOST GOODWILL, LOST SAVINGS AND LOST PROFITS) WHICH MAY ARISE UNDER THIS AGREEMENT, EVEN IF AKKA AND/OR ITS SUPPLIERS WERE PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED UNDER THE RESILIENCE GUARANTEE, IN NO EVENT WILL AKKA'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF THE AMOUNT PAID TO AKKA BY CUSTOMER UNDER THIS AGREEMENT OR [ONE HUNDRED DOLLARS (US \$100)]. IN NO EVENT WILL AKKA'S SUPPLIERS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER, AKKA AND AKKA'S SUPPLIERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE. NO CLAIM MAY BE ASSERTED BY CUSTOMER OR THE CUSTOMER COMPANY AGAINST AKKA AND/OR ITS SUPPLIERS MORE THAN TWELVE (12) MONTHS AFTER THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM. SOLELY IF AND TO THE EXTENT REQUIRED IN ORDER TO MAKE THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 6.2 ENFORCEABLE UNDER APPLICABLE LAW OUTSIDE OF THE U.S., NOTHING SET FORTH IN THIS AGREEMENT WILL EXCLUDE OR LIMIT LIABILITY TO A GREATER EXTENT THAN IS PERMITTED BY APPLICABLE LAW OR SHALL EXCLUDE OR LIMIT LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION OR FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

7 Third Party Interactions.

7.1 The Cloud Services may contain links to third party websites and services, and/or display advertisements for third parties (collectively, “**Third Party Links and Ads**”). Such Third Party Links and Ads are not under Akka’s control, and Akka is not responsible for any Third Party Links and Ads. Akka provides access to these Third Party Links and Ads only as a convenience to Customer, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Links and Ads.

7.2 Any business relationship, exchange of data or other interaction between Customer and a third party, and/or any purchase, download or use by Customer of any of the Third Party Links and Ads (each, a “**Third Party Interaction**”), is solely between Customer and such third party, and Customer hereby releases and holds Akka harmless from, and will look to such third party with regard to, any claims relating to or arising out of a Third Party Interaction. When Customer clicks on any of the Third Party Links and Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices, including with respect to the use of, ownership of, and/or license to, the right to use any data, information, and/or reports provided by such third party in connection with such Third Party Interaction. Akka is not a party to, has no involvement or interest in, makes no representation, warranty or guaranty with respect to, and has no obligation in connection with, any communication, transaction, interaction, dispute or any relation whatsoever between Customer and any third party through the Cloud Services; including, but not limited to, interactions related to payment and delivery of items and services, and any other terms, conditions, warranties or representations associated with such Third Party Interactions.

7.3 Customer hereby acknowledges and agrees: Akka may rely on services, data or information provided or generated by certain third party products and services in the course of providing the Cloud Services and such information may be incorporated into the Cloud Services; Akka specifically does not warrant the accuracy, reliability or completeness of any such data and information; and Customer agrees Akka will not be liable for any acts or omissions based on its reliance thereon.

7.4 Customer hereby acknowledges and agrees that Customer is responsible solely for ensuring Customer’s Third Party Interactions: (i) comply with all applicable foreign, federal and state laws and regulations; and (ii) do not violate any term, condition, rule, procedure, policy or other guideline published by a third party with which Customer interacts. Also, Customer agrees Customer will be responsible solely for any fees owed to a third party as a result of a Third Party Interaction. While Akka may recommend such a third party and/or rely on data or information provided or generated by such third party in the course of providing the Cloud Services, Customer hereby acknowledges Akka specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agrees Akka will not be liable for any acts or omissions based on Customer’s reliance thereon or any loss or liability arising therefrom.

7.5 If there are any defects with any items or services purchased as a result of the Cloud Services, any returns and/or demands for refund or credit must be made directly to the party from which Customer purchased such item or service.

8 Indemnification. Customer hereby agrees, on behalf of itself and the Customer Company, to defend and hold harmless Akka and its affiliates, subsidiaries, officers, directors, stockholders, employees, consultants, representatives, agents, successors, and assigns (collectively including Akka, the “**Indemnified Parties**”) in and against any and all claims, actions, and proceedings, and to indemnify any and all of the Indemnified Parties from and against all losses, liabilities, sums of money, damages, expenses, costs (including, but not limited to, reasonable attorneys’ fees) (“**Losses**”), in connection with such claims, actions, or proceedings, and arising from: (i) Customer and/or the Customer Company’s (including any of its employees, officers, directors, stockholders, employees, consultants, representatives, agents, successors and assigns) (each, an “**Indemnifying Party**”) breach of any term, condition, representation, or warranty set forth in this Agreement; (ii) an Indemnifying Party’s violation of applicable law; (iii) an Indemnifying Party’s violation, infringement, or misappropriation of the intellectual property rights or other rights of any third party; and/or (iv) an Indemnifying Party’s gross negligence or willful misconduct. Subject to Section 6.2 above, Akka hereby agrees to indemnify Customer from and against all Losses awarded by Akka in connection with the Resilience Guarantee.

9 Subscription Fees. The Subscriptions currently offered by Akka are described at <https://akka.io/pricing>. Customer agrees to pay Akka the applicable fees for the applicable Subscription. The Cloud Services may include features or services which have separate rules specific to the feature or service of the applicable Subscription. Customer will comply, and shall cause the Customer Company to comply, with all laws, rules, and regulations applicable to the use of the Cloud Services and any additional feature or service used. Customer understands and agrees that Akka may change, suspend or discontinue any part or all of the Cloud Services. Akka will notify Customer of any material change to or discontinuation of the Cloud Services by email or via Akka’s website. All invoices shall be paid in

U.S. dollars and are due upon receipt. Payments are non-refundable and shall be made without right of set-off or chargeback. If Customer does not pay an invoice when due, Akka may: (i) charge interest at one percent (1%) per month on the unpaid balance; and (ii) suspend the performance of its obligations, and revoke (temporarily or permanently) the access granted, under this Agreement until such payment is received by Akka. For amounts outstanding for longer than sixty (60) days after the invoice date, Customer will be responsible for and agrees to pay reasonable costs and expenses of collection, including, but not limited to, court and attorneys' fees and expenses. All fees and charges payable by Customer are exclusive of applicable taxes and duties, including VAT and applicable sales tax. Customer will provide Akka any information Akka reasonably requests to determine whether Akka is obligated to collect VAT from Customer, including Customer's VAT identification number. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, Customer is responsible for providing Akka with legally sufficient tax exemption certificates for each taxing jurisdiction. Akka will apply the tax exemption certificates to charges under Customer's account occurring after the date Akka receives the tax exemption certificates. If any deduction or withholding is required by law, Customer will notify Akka and will pay Akka any additional amounts necessary to ensure that the net amount Akka receives, after any deduction and withholding, equals the amount Akka would have received if no deduction or withholding had been required. Additionally, Customer will provide Akka with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

10 Evaluation and Pre-Production Subscriptions. Akka may provide access to the Cloud Services for a limited time solely for evaluation purposes. In addition, some Cloud Services may be in pre-production, testing, or beta phase for the purpose of evaluating performance, identifying defects and obtaining feedback and Akka has no obligation to release a final version of such offerings. Evaluation and pre-production Subscriptions are offered on an as-is basis with no Support (as defined below). However, Customer may submit inquiries to Akka during the Subscription term and Akka will use reasonable efforts to respond.

11 Support. Akka will provide support ("**Support**") as described at <https://trust.akka.io/resources?s=i4uc99e17tyy1rw1nibiax&name=customer-support-policy>. Akka may modify the Support policy from time to time.

12 Term and Termination.

12.1 This Agreement shall commence on the Effective Date and continue until terminated as set forth in this Agreement ("**Term**"). Akka may terminate this Agreement by providing Customer with thirty (30) days' prior written notice. Akka may also terminate Customer's account and this Agreement, or suspend Customer's access to the Cloud Services, immediately if: (i) Akka changes the way Akka provides or discontinues any Cloud Service; (ii) Customer is late in payment or otherwise in breach of this Agreement; (iii) Akka reasonably determines, in its sole discretion, that Customer's and/or the Customer Company's use of the Cloud Services poses a risk to the Cloud Services; (iv) Akka reasonably determines, in its sole discretion, that Customer's and/or the Customer Company's use of the Cloud Services may be unlawful; or (v) Customer and/or the Customer Company has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's and/or the Customer Company's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If Akka suspends Customer's right to access or use any portion or all of the Cloud Services, Customer remains responsible for all fees and charges Customer has incurred during the suspension and Customer will not be entitled to any credit or refund. Akka will use commercially reasonable efforts to restore Customer's access to the Cloud Services promptly following resolution of the cause of Customer's suspension. Upon termination, the right to access the Cloud Services granted in this Agreement will expire. Expiration or termination of this Agreement for any reason shall not relieve the parties of any obligation accruing prior to expiration or termination.

12.2 Upon termination of this Agreement: (i) all Customer's rights under this Agreement immediately terminate; and (ii) Customer remains responsible for all fees and charges Customer has incurred up to and including the date of termination. Customer accounts and data are deleted thirty (30) days after the expiration or termination of applicable Subscriptions. Akka has no obligation to continue to store Customer's and/or the Customer Company's data for more than thirty (30) days after termination or expiration of the applicable Subscription or this Agreement. Customer shall contact Akka prior to the end of such thirty (30) day period to request any retained Customer and/or the Customer Company data from Akka.

12.3 Sections 1.4, 2, 3, 6, 7, 8, 9, 12, and 13 shall survive the termination of this Agreement.

12.4 During the Term and for a period of one (1) year following the end of the Term, Customer agrees and covenants on behalf of itself and the Customer Company Akka and its auditors may inspect Customer's and/or the Customer Company's records relating to its

reproduction and use of the Cloud Services for the purpose of verifying Customer's and the Customer Company's compliance with this Agreement.

13 General.

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior or contemporaneous discussions, proposals, and agreements between the parties relating to the subject matter hereof. Customer hereby acknowledges and agrees, on behalf of itself and the Customer Company, Akka may revise any term or condition set forth in this Agreement at any time without requiring Customer's consent, which modifications shall become effective upon delivery to Customer of notice thereof. By continued use of the Cloud Services by Customer and/or the Customer Company (including any of its personnel), Customer agrees, on behalf of itself and the Customer Company, to be bound by the then-current version of this Agreement. In the event a non-English version of this Agreement is created and there is a conflict of terms between such non-English version and the English version of this Agreement, the English version will govern.

13.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

13.3 Waiver. No waiver of rights by Akka may be implied from any actions or failures to enforce rights under this Agreement.

13.4 Force Majeure. Akka is not liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Akka's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, epidemics, pandemics, acts or orders of government, acts of terrorism, or war.

13.5 No Third Party Beneficiaries. Unless otherwise specifically stated, the terms of this Agreement are intended to be and are solely for the benefit of Akka and Customer and do not create any right in favor of any third party.

13.6 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to any states' principles of conflicts of law. The provisions of the Uniform Computerized Information Transaction Act and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any disputes related to this Agreement shall be brought exclusively in the state or federal courts located in San Francisco County, California, and Customer hereby irrevocably consents to the jurisdiction of such courts and hereby waives all objections thereto. To the extent Customer is located outside of the U.S., any additional or alternative terms and conditions to those contained in the Agreement, and required to comply with applicable law, will be mutually agreed upon by Akka and Customer and set forth in a country-specific exhibit to the Agreement.

13.7 Marketing. Customer grants Akka the right to use and display Customer's and the Customer Company's name and logo in Akka's promotional materials, including, but not limited to, any use case studies in which Customer participates.

13.8 Notices. All notices must be in English. Akka may provide any notice to Customer under this Agreement by posting a notice on the website for the applicable Cloud Service or sending a message to the email address associated with Customer's account. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when Akka sends such email, whether or not Customer actually receives the email. To give Akka notice under this Agreement, Customer must: (i) email Akka at <mailto:legal@akka.io> or (ii) send Akka Customer's notice by certified mail, return receipt requested, to Akka, Inc., Attention: Legal Department, 580 California St., San Francisco, California 94104 USA.

13.9 Government Regulation. Customer acknowledges that the Cloud Services is subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. Customer may not export or re-export the Cloud Services except in compliance with the U.S. Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Cloud Services or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to any Prohibited Person; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located

in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Cloud Services is further restricted from being used for: (a) terrorist activity; or (b) the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government. Customer shall at all times comply, and shall cause the Customer Company to comply, with all applicable laws and regulations in its performance under this Agreement, including without limitation any applicable anti-corruption laws.

13.10 Electronic Signatures. As a convenience and courtesy to Customer, Akka provides access to the Cloud Services online, which may require Customer to enter into agreements or receive notices electronically. Accordingly, Customer acknowledges and agrees that by clicking “I Agree” or “I Accept”, or other similarly marked affirmative statement, in connection with the Cloud Services: (i) Customer agrees to conduct electronically the particular transaction into which it is entering, including, without limitation, entering into this Agreement; (ii) Customer has read, understands, and agrees to be bound by, and to bind the Customer Company by, the electronic copy of electronic contracts, notices and records to which it is agreeing, including, without limitation, this Agreement; (iii) Customer is capable of printing or storing a copy of electronic records of agreements to which it is agreeing, including, without limitation, this Agreement; (iv) Customer is capable of printing or storing a copy of electronic records of transactions into which Customer enters, including, without limitation, this Agreement and any amendments hereto; and (v) Customer agrees on behalf of itself and the Customer Company, to receive electronically information about the agreements to which it is agreeing, including, without limitation, this Agreement. If Customer wishes to withdraw this consent, Customer should contact Akka at <mailto:privacy@akka.io>, in which case Akka shall the right to terminate Customers use of the Cloud Services.
