

MAPR END USER LICENSE AGREEMENT

Last updated: April 20, 2016

THIS MAPR END USER LICENSE AGREEMENT (“AGREEMENT”) IS BY AND BETWEEN MAPR TECHNOLOGIES INC., A DELAWARE COMPANY WITH OFFICES AT 350 HOLGER WAY, SAN JOSE, CA 95134 (“MAPR”) AND THE INDIVIDUAL OR LEGAL ENTITY WHO HAS EXECUTED AN ORDER FORM (OR OTHER ORDERING OR PURCHASING DOCUMENT) REFERENCING THIS AGREEMENT OR IS USING THE APPLICABLE SOFTWARE MADE AVAILABLE BY MAPR (“CUSTOMER”) (WHETHER WITH MAPR OR A MAPR RESELLER) AND GOVERNS ALL USE BY CUSTOMER OF THE MAPR SOFTWARE OR SERVICES REFERENCED IN SUCH ORDER FORM. THIS AGREEMENT ALSO GOVERNS ALL USE BY CUSTOMER OF SERVICES AND FREE SOFTWARE (AS DEFINED BELOW) PROVIDED BY MAPR TO CUSTOMER.

BY CLICKING ON THE “ACCEPT” BUTTON BELOW AND/OR A BUTTON OR CHECKBOX WITH SIMILAR DESIGNATION THAT DEMONSTRATES ACCEPTANCE OF THIS AGREEMENT, OR BY USING THE COMMERCIAL SOFTWARE OR FREE SOFTWARE, CUSTOMER EXPRESSLY ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT, AND CONSENTS TO THE COLLECTION, USE AND TRANSFER OF DATA AS OUTLINED IN THE MAPR [PRIVACY POLICY](#). IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY AND “CUSTOMER” SHALL REFER HEREIN TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE COMMERCIAL SOFTWARE AND/OR FREE SOFTWARE.

CERTAIN PROVISIONS OF THIS AGREEMENT APPLY ONLY TO EITHER THE COMMERCIAL SOFTWARE OR THE FREE SOFTWARE, AS MORE PARTICULARLY SPECIFIED BELOW. BY WAY OF EXAMPLE, CUSTOMER MAY PURCHASE A COMMERCIAL SOFTWARE LICENSE KEY FROM MAPR AT ANY TIME AND CONVERT CUSTOMER’S COPY OF FREE SOFTWARE TO THE COMMERCIAL SOFTWARE, IN WHICH CASE THE PROVISIONS APPLICABLE TO COMMERCIAL SOFTWARE WILL APPLY FROM THE TIME OF SUCH CONVERSION.

1. Definitions. The following capitalized terms shall have the meanings set forth below:

1.1. “Commercial Software” means the software identified on an Order Form and licensed for a fee, e.g., MapR’s MapR Enterprise Edition or MapR Enterprise Database Edition software products when licensed for a fee. MapR may allow Customer to convert a copy of Free Software into Commercial Software by entering or installing a license Key for the Commercial Software purchased by Customer.

1.2. “Documentation” means the documentation and guides related to the Licensed Products freely available at <http://doc.mapr.com/display/MapR/Home>.

1.3. “Feedback” means any comments or other feedback Customer may provide to MapR concerning the functionality and performance of the Licensed Products, including identification of potential errors and improvements.

1.4. “Free Software” means a software product that is provided by MapR to Customer

free of charge for Customer's internal use and testing purposes, and is expressly identified by MapR as free. For the purposes of this Agreement, Free Software includes the MapR Community Edition software product or other MapR products made available by MapR on limited-time free, trial basis.

1.5. "Free Software Term" means a period of time that commences when Customer receives the applicable Free Software and continues until the end of the applicable free trial period, as identified by MapR.

1.6. "Key" means the license key or similar control mechanism to help ensure compliance with the use and time limitations with respect to software products.

1.7. "License Fee" means the license fee set forth on the Order Form.

1.8. "License Term" means the applicable initial and/or renewal license term set forth in the applicable Order Form.

1.9. "Licensed Products" means the Commercial Software and Free Software.

1.10. "MapR Materials" shall mean any tangible or intangible materials that MapR may provide in the course of performing the Professional Services.

1.11. "Node" means a single computing machine which does not exceed any of the following component elements, each of which is a "Node Element": (a) one motherboard; (b) 4 CPU sockets; (c) 32 processing cores; (d) 24 hard drives; (e) 50 TB total hard drive capacity; (f) 12 TB total flash or SSD capacity; (g) 2x10 GigE capacity; and (h) 192 GB of ram. Notwithstanding the foregoing, in the event that Customer is running more than one virtual machine on a Node, each such virtual machine shall count as one Node.

1.12. "Open Source Software" means any third party software that is distributed as "free software", "open source software" or under a similar licensing or distribution model. Without limiting the generality of the foregoing, Apache Hadoop, Apache Solr and Apache Lucene are Open Source Software.

1.13. "Order Form" means an ordering document between Customer and MapR or between Customer and any of MapR's authorized resellers, referencing this Agreement or terms and conditions for the use of Licensed Products.

1.14. "Professional Services" means the general consulting and assistance, implementation, configuration, integration and other technical services described in a Statement of Work executed by the parties ("SOW") in accordance with the terms set forth in Section 5 below.

1.15. "Proprietary Software" means the Commercial Software except for Open Source Software.

1.16. "Services" means Professional Services, Training Services and Support Services.

1.17. "Support Services" means the standard support and maintenance services (such as bug fixes, maintenance releases or error corrections) as set forth in MapR's then current support policy available at www.MapR.com/SupportPolicy, provided by MapR to Customer in connection with the Commercial Software. MapR does not provide Support Services for Free Software.

1.18. "Training Services" means the training services specified in an Order Form.

2. Standard Version. This Section 2 applies solely with respect to the Commercial Software, and not to Free Software:

2.1. License. Subject to Customer's timely payment of the License Fee and the terms and conditions of this Agreement, MapR hereby grants Customer a limited, non-

exclusive, non-transferable, non-sublicensable license to install, copy and use the Proprietary Software internally on no more than the number of Nodes specified in the Order Form, during the applicable License Term. For the avoidance of doubt, Customer may not install or use the Proprietary Software on a Node which exceeds any one of the Node Elements. For the further avoidance of doubt, Customer may not grant access to or transfer the use of the Proprietary Software to any third party, whether on a stand-alone basis or as integrated into any other product, except with respect to third party consultants and service providers providing services to Customer.

2.2. License Fee. Payment of the License Fee shall be made by Customer as set forth in the applicable Order Form.

2.3. Support Services. Subject to Customer's timely payment of the License Fee, MapR shall make available to Customer the Support Services for the number of unique Nodes purchased as described in an Order Form and limited to that number of concurrent Nodes.

2.4. Records and Audit. Customer shall establish and maintain complete and accurate records related to the location, access and use of the Commercial Software by Customer, its employees or its agents, and any such other information as reasonably necessary for MapR to verify compliance with the terms of this Agreement. Such records shall be kept for at least 3 years following the end of the quarter to which they pertain. Upon prior notice, MapR or its representative may inspect such records to confirm Customer's compliance with the terms of this Agreement. Prompt adjustments shall be made by Customer as directed by MapR to compensate for any errors or breach discovered by such audit, such as underpayment of the License Fee, with the applicable late payment interest. Additionally, if Customer has underpaid MapR or its authorized reseller by more than 5% of the total amount owed hereunder, the cost of the audit shall be borne by Customer.

2.5. Warranty.

2.5.1. Commercial Software. MapR warrants that the Commercial Software will perform substantially in accordance with the applicable documentation for the first 30 days of the applicable License Term. If during this 30-day period the Commercial Software does not perform as warranted, MapR shall make commercially reasonable efforts to, at its option, correct or replace such Commercial Software.

2.5.2. Provision of Support Services. MapR further warrants that it will provide the Support Services in a workmanlike manner and agrees to re-perform any Support Services that materially fail to meet this warranty.

2.5.3. Warranty Conditions and Limitations. The foregoing warranties with respect to the Commercial Software and Support Services are provided for the sole benefit of Customer and shall apply only if (i) the Commercial Software has been properly installed and used at all times and in accordance with the applicable documentation or instructions for use provided by MapR; and (ii) no modification, alteration or addition has been made to the Commercial Software by persons other than MapR or MapR's authorized representative. The remedies provided in this Section are Customer's sole and exclusive remedies for breach of the foregoing warranties.

2.6. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES EXPRESSLY STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, WHICH MAPR SPECIFICALLY DISCLAIMS, FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND SUPPLIERS, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MAPR OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. MAPR AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE COMMERCIAL SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE COMMERCIAL SOFTWARE OR A SPECIFIC VERSION THEREOF TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE OPERATION, USE AND RESULTS OF THE COMMERCIAL SOFTWARE AND SUPPORT SERVICES. THE COMMERCIAL SOFTWARE IS NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS.

2.7. Indemnification.

2.7.1. Indemnity Obligation and Conditions. MapR shall defend at its own expense any legal action brought against Customer to the extent that it is based on a claim or allegation that the Proprietary Software or the MapR Materials infringes a U.S. patent or copyright of a third party, and MapR will pay any costs and damages awarded against Customer in any such action, or agreed to under a settlement signed by MapR, that are attributable to any such claim but shall not be responsible for any compromise made or expense incurred without MapR's consent. Such defense and payments are subject to the conditions that (a) Customer gives MapR prompt written notice of such claim, (b) tenders to MapR sole control of the defense and settlement of the claim, and (c) reasonably cooperates with MapR when requested in connection with the defense and settlement of the claim. MapR will have no liability to so defend and pay for any infringement claim to the extent it (i) is based on modification of the Proprietary Software or MapR Materials other than by MapR, with or without authorization; (ii) results from failure of Customer to use an updated version of the Proprietary Software; or (iii) is based on the combination or use of the Proprietary Software or MapR Materials with any software (including, without limitation, Open Source Software), program or device not provided by MapR if such infringement would not have arisen but for such use or combination; or (iv) results from use of the Proprietary Software or MapR Materials by Customer after the license was terminated.

2.7.2. Limitation of IP Damages. Should any Proprietary Software or MapR Materials, or the operation thereof, become or in MapR's opinion be likely to become, the subject of such claim described in Section 2.7.1, MapR may, at MapR's option and expense, procure for Customer the right to continue using the Proprietary Software or MapR Materials, replace or modify the Proprietary Software or MapR Materials so that they become non-infringing, or terminate the license granted hereunder for such Proprietary Software or MapR Materials. THIS SECTION 2.7 STATES MAPR'S SOLE

AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

3. Free Software. This Section 3 applies solely with respect to Free Software, and not to the Commercial Software:

3.1. License. Subject to the terms and conditions of this Agreement, MapR hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to install, copy and use the Free Software internally, during the Free Software Term, subject to the use and time limitations specified by MapR, whether expressly or through the configuration of a Key. Customer may not grant access to or transfer the use of the Free Software to any third party, whether on a stand-alone basis or as integrated into any other product.

3.2. Termination of License. Either party may terminate the license granted in Section 3.1 for convenience upon 5 days notice.

3.3. No Support. Customer acknowledges that MapR is not obligated to provide Support Services or any support, maintenance, updates or upgrades for and in connection with the Free Software.

3.4. Disclaimer. FREE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT FREE SOFTWARE IS NOT SUITABLE FOR ANY PURPOSE OTHER THAN LIMITED INTERNAL TRIAL AND EVALUATION. MAPR AND ITS LICENSORS AND SUPPLIERS SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MAPR OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. MAPR AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE FREE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE FREE SOFTWARE OR A SPECIFIC VERSION THEREOF TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE OPERATION, USE AND RESULTS OF THE FREE SOFTWARE. THE FREE SOFTWARE IS NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS.

The following provisions of this Agreement shall apply to all Licensed Products:

4. Keys and Other Restrictions.

4.1. License Keys. Customer shall not destroy, disable or circumvent, or attempt to destroy, disable or circumvent in any way the Key and/or the use and time limitations set by the Key or any Licensed Products. Customer acknowledges and agrees that any attempt to exceed the use of the Licensed Products beyond the limits configured into the Key will automatically and immediately terminate the licenses granted under this

Agreement.

4.2. Restricted Activities. Customer shall not, and shall not encourage any third party to: (a) modify, adapt, alter, translate, or create derivative works of the Licensed Products; (b) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Licensed Products, in whole or in part, except to the extent that such activities are permitted under applicable law; (c) distribute, license, sublicense, lease, rent, loan, or otherwise transfer the Licensed Products to any third party; (d) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of MapR or its suppliers contained on or within any copies of the Licensed Products; (e) use the Licensed Products with any unsupported software or hardware (as described in the applicable documentation provided by MapR); (f) use the Licensed Products for any time-sharing, outsourcing, service bureau, hosting, application service provider or like purposes; (g) use the Licensed Products for the purpose of third party training; (h) disclose the results of any benchmark tests on the Licensed Products without MapR's prior written consent; or (i) use the Licensed Products other than as described in the documentation provided therewith, or for any unlawful purpose.

5. Training and Professional Services. MapR will provide the Professional Services described in a SOW at the rates or for the amounts set forth therein. Each SOW shall contain information about the scope of the engagement, the Professional Services, the MapR Materials, pricing, and such other information as may be necessary and desirable to understand the particular requirements and assumptions of the specific project at issue. MapR will provide Training Services as specified in the applicable Order Form, which may include MapR Materials. Subject to Customer's timely payment of any fees and expenses as set forth in this Agreement and the applicable SOW and/or Order Form ("Services Fees") and the license terms and conditions of the Agreement, MapR grants Customer a limited, non-transferable, non-assignable, non-sublicenseable, royalty-free license to use the MapR Materials during the License Term. The MapR Materials are licensed for use solely in conjunction with the Licensed Products.

6. Ownership. MapR or its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Products and MapR Materials, including any improvements, modifications, and enhancements to it (collectively, "MapR Property"). The MapR Property shall be deemed to be MapR's or its licensors' Confidential Information, provided, however that to the extent the MapR Property incorporate Customer's Confidential Information, Customer shall retain all title, right and interest therein. The parties acknowledge and agree that MapR is in the business of providing training, consulting, professional and support services, including delivery tools, to third parties (such services and delivery tools, the "MapR Services") and such MapR Services are or may be substantially similar to the Services being provided to Customer under this Agreement. Customer agrees that MapR retains the rights to MapR Services, and the rights to use its generalized knowledge, experience, and know-how (including processes, ideas, concepts and techniques) related to the Professional Services and any MapR Materials delivered or acquired in the course of performing the Professional Services and incidentally retained in intangible form, and in the unaided memory of the individual who performed the Professional Services ("Residual Knowledge"), subject to MapR's obligations respecting Customer's Confidential

Information. Except for the rights expressly granted in this Agreement, Customer shall acquire no other rights, express or implied, in or to the Licensed Products, and all rights not expressly provided to Customer hereunder are reserved by MapR. All the copies of the Licensed Products provided or made available hereunder are licensed, not sold.

6.1 Work Product. Customer shall own all right, title, and interest in and to its Confidential Information and all deliverables (excluding MapR Property), exclusively developed for, per the specification of, and delivered to Customer (including without limitation all related intellectual property) as part of the Professional Services ("Work Product").

7. Open Source Software. The Licensed Products may incorporate or be provided together with Open Source Software. Copyrights and other proprietary rights to the Open Source Software are held by the copyright holders identified in the applicable distribution or the applicable help, notices, about or source files. All Open Source Software is distributed to Customer under the terms of the applicable open source license agreements referenced in the applicable distribution or the applicable help, notices, about or source files.

8. Term. Unless otherwise terminated in accordance with this section, this Agreement will remain in effect until all licenses granted under this Agreement have expired. Either party may terminate this Agreement and any Order Form incorporating the terms of this Agreement (if MapR is a party to such Order Form) if the other party materially breaches this Agreement and fails to cure such breach within 30 days of receiving written notice thereof. Unless otherwise agreed by the parties, upon the expiration or termination of this Agreement or any Order Form all licenses granted herein or therein will automatically terminate and Customer will discontinue all use of the applicable Licensed Products and MapR Materials and will return to MapR any materials (including any copies of Licensed Products and MapR Materials) provided by MapR to Customer. Sections 1, 2.4, 2.6, 2.7, 3.4, 4, 5, 6, 7, 8, 9 (for 3 years), 10, 11, 12 and 13 shall survive any termination or expiration of this Agreement or any Order Form.

9. Feedback. Customer hereby assigns to MapR all right, title, and interest in and to the Feedback, if any.

10. Confidentiality.

10.1. Definition. "Confidential Information" means any information disclosed by one party ("Discloser") to the other ("Recipient"), directly or indirectly, in writing, orally or by inspection of tangible objects, which is designated as "Confidential," "Proprietary" or some similar designation, or learned by Recipient under circumstances in which such information would reasonably be understood to be confidential. Confidential Information may include information disclosed in confidence to Discloser by third parties. For the purposes of this Agreement, the Licensed Products, the results of any performance, functional or other evaluation of the Licensed Products shall be deemed Confidential Information of MapR.

10.2. Exceptions. The confidentiality obligations in this Section 10 shall not apply with respect to any of the Discloser's Confidential information which Recipient can demonstrate: (a) was in the public domain at the time it was disclosed to Recipient or has become in the public domain through no act or omission of Recipient; (b) was known to Recipient, without restriction, at the time of disclosure as shown by the files of Recipient in existence at the time of disclosure; (c) was disclosed by Recipient with the

prior written approval of Discloser; (d) was independently developed by Recipient without any use of Discloser's Confidential Information by employees or other agents of (or contractors hired by) Recipient who had no access to or did not rely on Discloser's Confidential Information; or (e) became known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser's rights. In addition, merely identifying Customer as a customer of MapR in a listing of other MapR customers is not a violation of this section.

10.3. Restrictions on Use and Disclosure. Recipient agrees not to use Discloser's Confidential Information or disclose, distribute or disseminate Discloser's Confidential Information except in furtherance of the performance of its obligations or enforcement of its rights hereunder or as otherwise expressly agreed by Discloser in writing. Recipient agrees to restrict access to such Confidential Information to those employees or consultants of Recipient who need to know such Confidential Information for performing as contemplated hereunder and have agreed in writing to be bound by a confidentiality obligation no less protective than that contained in this Agreement. Recipient shall exercise the same degree of care to prevent unauthorized use or disclosure of Discloser's Confidential Information to others as it takes to preserve and safeguard its own information of like importance, but in no event less than reasonable care.

10.4. Compelled Disclosure. If Recipient is compelled by a court or other competent authority or applicable law to disclose Confidential Information of Discloser, it shall give Discloser prompt written notice and shall provide Discloser with reasonable cooperation at Discloser's expense so that Discloser may take steps to oppose such disclosure or obtain a restraining order. Recipient shall not be in breach of its obligations in this Section 10 if it makes any legally compelled disclosure provided that Recipient meets the foregoing notice and cooperation requirements.

10.5. Injunctive Relief. Recipient acknowledges that breach of the confidentiality obligations would cause irreparable harm to Discloser, the extent of which may be difficult to ascertain. Accordingly, Recipient agrees that Discloser is entitled to immediate injunctive relief in the event of breach of an obligation of confidentiality by Recipient, and that Discloser shall not be required to post a bond or show irreparable harm in order to obtain such injunctive relief.

10.6. Return of Confidential Information. As between the parties, Confidential Information shall remain the property of the Discloser. At any time, upon Discloser's reasonable request, Recipient shall promptly (and in any event within 30 days) return to Discloser or destroy, at the election of the Discloser, any Confidential Information of the Discloser. In addition, within 30 days after termination of this Agreement, Recipient shall (i) promptly return all tangible materials containing such Confidential Information to Discloser, (ii) remove all Confidential Information (and any copies thereof) from any computer systems of the Recipient, its contractors and its distributors, and confirm in writing that all materials containing Confidential Information have been destroyed or returned to Discloser, as applicable, by Recipient. Recipient shall cause its affiliates, agents, contractors, and employees to strictly comply with the foregoing.

11. Limitation of Liability.

11.1. Liability Cap. EXCEPT WITH RESPECT TO MAPR'S OBLIGATIONS OF INDEMNIFICATION, THE TOTAL LIABILITY OF MAPR ARISING OUT OF OR

RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF USD \$100 OR THE TOTAL AMOUNTS PAID BY CUSTOMER FOR THE RELEVANT LICENSED PRODUCTS UNDER THE APPLICABLE ORDER FORM, IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11.2. Damages Exclusion. EXCEPT WITH RESPECT TO MAPR'S OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL MAPR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO (I) LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF MAPR HAS BEEN ADVISED OF, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF ANY SOFTWARE OR SERVICES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT. CUSTOMER SHALL NOT, WITH RESPECT TO ANY SOFTWARE OR SERVICES, ASSERT ANY CLAIMS AGAINST, OR SEEK DAMAGES FROM, ANY SUPPLIERS OR LICENSORS OF MAPR. SUCH SUPPLIERS AND LICENSORS SHALL HAVE NO LIABILITY TO CUSTOMER HEREUNDER, AND CUSTOMER SHALL SEEK RECOVERY SOLELY FROM MAPR WITH RESPECT TO ANY CLAIMS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.

12. Export Restrictions. Customer understands that the Licensed Products contain encryption technology and other software programs that may require an export license from the U.S. State Department and that export or re-export of the Licensed Products to certain entities (such as a foreign government and its subdivisions) and certain countries is prohibited. Customer acknowledges that it will comply with all applicable export and import control laws and regulations of the United States and the foreign jurisdiction in which the Licensed Products are used and, in particular, Customer will not export or re-export the Licensed Products without all required United States and foreign government licenses. Customer will defend, indemnify, and hold harmless MapR and its suppliers and licensors from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors or employees.

13. Miscellaneous. The Licensed Products and any other software covered under this Agreement are "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Products and any other software and documentation covered under this Agreement with only those rights set forth herein. This Agreement will be governed by the laws of the State of California without reference to conflict of law principles. All disputes arising out of or related to it, will be subject to the exclusive jurisdiction of the state courts located in Santa Clara County, California, and the federal courts located in the Northern District of California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Customer may not assign this Agreement, except to a successor of all or substantially all of its assets or stock (whether by sale, acquisition, merger, change of control, operation of law or otherwise),

provided that such successor is not a competitor of MapR. MapR may freely assign this Agreement to any third party without restriction. The application of the UN Convention of International Sale of Goods to this Agreement is disclaimed in its entirety. Together with any Order Forms, this is the entire agreement between the parties relating to the subject matter hereof. This Agreement, including its Order Forms and SOWs, is the entire agreement between the parties relating to the subject matter hereof and may not be modified except by express written mutual agreement signed by both parties. This Agreement, along with the applicable Order Forms and SOWs which are incorporated herein by reference, sets forth the entire Agreement between the parties and supersedes any and all prior proposals, agreements, and representations between them, whether written or oral. Purchase orders, pre-printed forms or other communications that purpose to impose terms different from or in addition to the terms of this Agreement shall be construed as order placements only, and shall not constitute modification or amendment of this Agreement. This Agreement may be changed only by mutual agreement of the parties in writing. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect and the invalid or unenforceable provision shall be reformed to the extent necessary to make it valid and enforceable. When a new License Term begins the most current version of this Agreement made available by MapR shall be applicable to Customer's use of the Licensed Products.