

MATTERMOST, INC. SOFTWARE AND SERVICES LICENSE AGREEMENT

This MATTERMOST, INC. SOFTWARE AND SERVICES LICENSE AGREEMENT (“Agreement”) is entered into as of the date last signed by the parties (the “Effective Date”) between Mattermost, Inc. a California corporation (“Mattermost” or “Licensor”) and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) (“Licensee”).

This Agreement, including the General Terms and Conditions and the Additional Terms and Conditions applicable to Licensee’s specific orders hereunder, describes the legal framework under which Licensee may license Products and Services from Licensor. All references in this Agreement to the “sale” or “purchase” (or other similar terms) of any Subscription or Product shall mean the sale or purchase of a license to such Product. Terms not otherwise defined in the text of this Agreement shall have the meanings ascribed to them in Exhibit A.

General Terms and Conditions

1. Orders; Subscriptions; Delivery; Renewals; Support.

1.1 During the Term of this Agreement and subject to Licensee’s compliance with the terms and conditions hereof, including the payment of the applicable fees, Licensee may purchase Products and Support by the parties agreeing to Orders that reference this Agreement. If Subscriptions are sold per-user, then a warranted Contracting Officer (CO) may increase the number of Authorized Users at any time upon at least 15 days written notice to Licensor (including by email where Licensor acknowledges and agrees to such increase). If there is an increase in the number of Authorized Users during any billing period, then, at the end of such billing period Licensor shall calculate the adjusted fees due based on such change (“Adjusted Fees”) and Licensor will, in its sole discretion, add such underpayment to the next monthly invoice or separately invoice Licensee for such underpayment. The features of, and any additional terms and conditions applicable to, the Licensed Software and Support, are as described in the Exhibits hereto.

1.2. The Product is licensed pursuant to Subscriptions. Subscriptions will be for the term agreed to in an applicable Order.

1.3 Unless otherwise agreed to, all Products, Updates and Documentation licensed by Licensee pursuant to this Agreement will be delivered electronically to Licensee (such as by electronic mail, file transfer or other means of electronic transmission, or by giving Licensee access to such Products, Updates and Documentation).

1.4 In the case of a renewal of a Subscription, Licensee acknowledges and agrees that there is no delivery requirement for such renewal. Such renewals shall be

deemed Delivered on the first day of the then-current renewal term of the applicable Subscription.

1.5 Licensor will provide support to Licensee for the Software as specified in Licensor’s support terms and conditions for the Mattermost Enterprise Edition license level as described herein

2. Ownership of Intellectual Property; License Grant; Restrictions; Audit.

2.1 Ownership. The Product Materials contain proprietary and confidential information of Licensor and its Licensors. Except to the extent licenses are expressly granted hereunder, each party and each party’s Licensors, respectively, retains all right, title and interest in and to all patent, trademark, trade secret rights, inventions, copyrights, know-how and trade secrets in and to that party’s respective products and services. Licensor retains all right, title and interest in and to any work product created by Licensor in the course of providing Product Materials, Service or Support under this Agreement, and to all suggestions, ideas, enhancement requests, feedback, code, recommendations or other information provided by Licensee or any third party relating to the Licensed Software, which are hereby assigned to Licensor. In addition, any additional system software, and the content, organization, graphics, design, compilation, know-how, concepts, methodologies, procedures, and other matters related to Licensor’s website are protected under applicable copyrights, trademarks and other proprietary rights. The use, copying, redistribution, use or publication by Licensee of any such parts of the website, Product Materials or the Services, except as expressly authorized by this Agreement, is prohibited.

2.3. Licensee Data.

(a) The parties agree that, unless otherwise agreed to in writing, Licensee shall not provide to Licensor any Licensee Data. To the extent that Licensor agrees in writing to receive from Licensee any Licensee Data, then the provisions of Section 2.3(b) shall apply to such Licensee Data.

(b) Licensee shall own all right, title and interest in and to its Licensee Data, as well as any data that is based on or derived from the Licensee Data. Licensee shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Licensee Data. Licensee grants to Licensor a non-exclusive, worldwide, royalty free license to the Licensee Data hereunder for the sole and exclusive purpose of providing the Services (including a license to store, record, transmit, maintain, and use, reproduce, modify, adapt, distribute and publicly display Licensee Data only to the extent necessary to carry out Licensor's obligations under this Agreement). In addition, and despite anything to the contrary in this Agreement, Licensor shall have the right to collect and analyze Licensee Data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee's use of the Services and data derived therefrom), and Licensor will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Licensor offerings, and (ii) disclose such data solely in de-identified form in connection with its business.

2.3 License Grant. Licensor hereby grants to the Licensee, solely during the applicable term specified in an Order, a royalty-free, limited, personal, non-exclusive, non-transferable and non-sublicensable license to: (i) install on a Server, run and Use the number of concurrent instances (the number of unique users) of the Licensed Software for which Customer has a current subscription; and (2) use the Documentation, training materials or other materials supplied by Licensor to enable such internal use. Despite the foregoing, this paragraph is not intended to change or restrict the terms of any public license, and Licensor does not seek to restrict, or receive compensation for, the act of copying or redistributing publicly licensed code which is otherwise freely redistributable to third parties (and not otherwise restricted by federal trademark or other laws). In addition, Licensee shall be entitled to make such back-up copies ("Backup Copies") of the Product(s) as shall be

consistent with its usual policies for backup of its internal data. Any such copy shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Product Materials. Backup Copies shall at no time be stored in a manner enabling them to be directly executed.

2.4 License Restrictions. Licensee (and its Authorized Users) shall not remove, alter or obscure any of Licensor's (or its Licensors') copyright notices, proprietary legends, trademark or service mark attributions, patent markings or other indicia of Licensor's (or its Licensors') ownership or contribution from the Product Materials. Additionally, Licensee agrees to reproduce and include Licensor's (and its Licensors') proprietary and copyright notices on any copies of the Product Materials, or on any portion thereof, including reproduction of the copyright notice. Licensee further agrees that it (and its Authorized Users) will not without express written permission of Licensor: (a) reverse compile, disassemble, decompile or engineer, copy, modify or adapt the whole or any part of the Product Materials; (b) make the Product Materials or Services available to, or use the Product Materials or Services for the benefit of, anyone other than Licensee or Licensee's customers; (c) assign, transfer, sell, resell, license, sublicense, distribute, rent or lease the Product Materials or Services, or include any Product Materials or Services in a service bureau or outsourcing offering; (d) permit direct or indirect access to or use of the Product Material or Services in a way that circumvents a contractual usage limit; (e) copy the Product Materials or Services or any part, feature, function or user interface thereof (except as expressly otherwise permitted under this Agreement; (f) frame or mirror any part of the Services, other than framing on Licensee's own intranets or otherwise for its own internal business purpose; or (g) access or use any Product Materials or Services in order to build a competitive product or service.

2.5 Audit. For the term of the Agreement and for a period of two (2) years after termination or expiration of the Agreement, the Licensor will have the right, once per calendar year and with reasonable notice to Licensee, to have Licensee's records (to the extent such records are applicable to compliance with this Agreement) inspected and audited to verify compliance with the license restrictions and payment terms of this Agreement. Any such audit will take place during normal business hours and will be conducted in accordance with applicable government requirements, if any, and in a manner which does not materially interfere with Licensee's business operations. The Licensor will pay for the audit. Licensee agrees to pay any undisputed underpayment to the Licensor within

thirty (30) days of receiving notice of the underpayment. In addition, upon request by Licensor not more than once per year during the term of this Agreement, Licensee agrees to provide a certification signed by an authorized representative certifying Licensee's compliance with this Agreement.

3. Fees; Payments.

3.1 Accrual of Payment Rights. Licensor's right to payment for Products purchased by Licensee shall accrue on the date the Product is Delivered to Licensee. Except as provided in Section 4.3 and/or the terms and conditions of the GSA Schedule contract, all payments accrued or made under this Agreement are non-cancelable and nonrefundable.

3.2 Invoicing and Payment. Licensor will invoice Licensee in accordance with the relevant Order. Unless otherwise indicated, payment of the License Fee is due within thirty (30) days of Licensee's receipt of an undisputed invoice. Licensor shall be entitled to reimbursement for any costs associated with the collection of any past-due balance.

3.3 Intentionally blank.

4. Warranty and Disclaimer.

4.1 Subject to each of the other provisions hereof, Licensor warrants, solely to Licensee, that (A) it has all rights and licenses necessary for it to perform its obligations hereunder, (B) other than license renewal enforcement tools, it will not knowingly include, in the Licensed Software Delivered to Customer hereunder, any computer code or other computer instructions, devices or techniques (including without limitation those known as disabling devices, Trojans, or time bombs) that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, and (C) for a period of sixty (60) days after the Product is initially Delivered to Licensee (the "Warranty Period"), the Product, when installed properly, will be capable of functioning substantially in accordance with the Specifications.

4.2 The warranty provided in Section 4.1 will not apply if: (i) Licensee fails to notify the Licensor in writing (including by email sent to subscribers@mattermost.com) during the Warranty Period of any such breach; or (ii) Licensee fails to implement all Updates to the Product made available at no charge to Licensee during the Warranty Period.

4.3 If Licensor breaches the warranty set forth in Section 4.1, Licensee's sole and exclusive remedy, and the Licensor's sole obligation, shall be to remedy such breach as set forth in this Section. At the sole discretion of the Licensor, the Licensor will, at its expense, either: (i) repair or replace the defective Product to enable it to perform substantially in accordance with the Specifications; or (ii) terminate this Agreement and refund to Licensee the fees paid by Licensee to the Licensor for the defective Product.

4.4 The Product Materials and Services are not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Product Materials or Services could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor specifically disclaims any express or implied warranty of fitness for High Risk Activities.

4.5 EXCEPT AS SET FORTH IN SECTION 4.1, LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCTS, DOCUMENTATION OR OTHER TANGIBLE OR INTANGIBLE MATERIALS PROVIDED UNDER THIS AGREEMENT, AND HEREBY DISCLAIMS ANY OTHER EXPRESS AND ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE PRODUCT MATERIALS PROVIDED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT SUCH PRODUCT OR DOCUMENTATION WILL SUCCEED IN RESOLVING ANY PROBLEM.

5. Limitation of Liability.

5.1 EXCEPT WITH RESPECT TO CLAIMS BASED UPON EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND SUBJECT TO SECTION 5.2, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 EXCEPT WITH RESPECT TO CLAIMS BASED UPON LICENSEE'S BREACH OF ITS LICENSED RIGHTS HEREUNDER, IN NO EVENT WILL EITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL OR SPECIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS

INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 IN NO EVENT WILL LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO THE LICENSOR UNDER THIS AGREEMENT.

5.4 THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

6. Intellectual Property Rights.

6.1. In the event of any alleged Intellectual Property infringement, the Licensor shall be entitled at its own expense and in its sole discretion to: (a) procure the right for the Licensee to continue using the Product Materials; (b) make such alterations, modifications, or adjustments to the Product Materials so that they become non-infringing without incurring a material diminution in performance or function; or (c) replace the Product Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

7. Confidentiality.

7.1 Confidentiality Agreement. Each of the parties hereto undertakes to the other to keep confidential and not disclose to any third party all Confidential Information concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement. At a minimum, the Receiving Party agrees to take the same security precautions to protect against disclosure or unauthorized

use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Confidential Information shall mean any information which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential. Despite the foregoing, the Product Materials, and each party's product road maps, product development plans, pricing, business plans, customer lists, business and financial information shall be deemed to be such party's Confidential Information.

7.2 Exceptions. Despite all of the foregoing, Confidential Information will not include any information which: (a) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving party; (c) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefor); (e) is disclosed by the receiving party with the disclosing party's approval; or (f) is independently developed by the receiving party without any use of confidential information.

7.3 Collection of certain data. Despite any other provision hereof, to the extent that Licensee does not disable any data recording feature or otherwise prevent data collection, Licensor may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Licensed Software's performance and Licensee's use of the Licensed Software; provided that Licensor will not identify Licensee as the source of any such data without Licensee's prior written consent. Additionally, Licensee acknowledges that the Licensed Software contains features that allow the Software to report information about Licensee's activation, configuration, and use of the Licensed Software to Licensor. Licensee agrees and understands that if Licensee enables or chooses not to disable such features, Licensor will receive the information collected by such features and use it to verify Licensee's licensing, provide technical support, and otherwise improve the Licensed Software.

7.4 Intentionally blank.

7.4 Return of Information. Upon expiration or termination of this Agreement for any reason, the receiving party will destroy (or at the request of the disclosing party, return) all copies of all Confidential

Information of the disclosing party in its possession or under its control.

8. Term and Termination.

8.1 This Agreement shall continue until terminated in accordance with the provisions of the GSA Schedule contract.

8.2 Licensee understands and agrees that, except as otherwise expressly provided for in this Agreement or the GSA Schedule contract, Orders placed under this Agreement are not subject to refund, credit or off-set if such Order (or this Agreement, or any license or services hereunder) is terminated by Licensee for Convenience. The foregoing condition forms a material part of the inducement for Licensor to enter into this Agreement. Subject to the foregoing, and to full payment by Licensee of any fees due for any Order placed hereunder, Licensee may terminate any license, services or this Agreement at any time upon thirty (30) days prior written notice to Licensor.

8.3 Any termination of this Agreement pursuant to the GSA Schedule contract shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8.4 Upon termination of this Agreement, Licensee shall destroy (or, at the Licensee's sole option, return) all copies of the Product Materials in its possession or control and a duly authorized officer of the Licensee shall certify in writing to the Licensor that the Licensee has complied with such obligation.

8.5 Those provisions, which by their nature survive termination, shall continue after termination or expiration of this Agreement. Those provisions include, but are not necessarily limited to: Sections 2.1, 2.4, 2.5 (for two years), 3, 4.4, 4.5, 5, 7, 8.3-8.6, 9 and 12, all associated definitions and all accrued rights to payment.

8.6 Termination is not an exclusive remedy for breach of this Agreement by either party. All other remedies will be available to the non-breaching party whether or not the non-breaching party terminates this Agreement for breach by the other party.

9. Import and Export Regulations. The Product is subject to U.S. export controls, specifically the Export Administration Regulations. Both parties shall comply with all relevant import and export regulations,

including those adopted by the Bureau of Industry and Security of the U.S. Department of Commerce. Licensee shall not transfer, export or re-export, directly or indirectly, the Product to any Prohibited Entity, and Licensee affirms that it is not a Prohibited Entity or acting on behalf of any Prohibited Entity (as defined under U.S. laws and regulations).

10. Privacy and Security.

10.1 The parties agree that, unless otherwise agreed to in writing, neither party shall provide data to the other party which is or may be subject to regulation under US or international privacy rules and regulations. The transmission or sharing of any such data, if any, shall be subject to the provisions of a separately negotiated and signed data privacy agreement.

10.2 Licensee or its Authorized Users have and will retain sole responsibility for: (a) Licensee's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Licensee or through the use of third-party services.

11. Force Majeure. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, floods, earthquakes, pandemic or epidemic illness, strikes (of its own or other employees), insurrection or riots, embargoes, requirements or regulations of any civil or military authority.

12. Miscellaneous.

12.1 Waiver. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

12.2 Notices. All notices must be in writing and in the English language and will be deemed given only when sent by mail (return receipt requested), hand-delivered, or sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box to this Agreement (or such other address as to which the other party has been notified).

12.3 Invalidity and Severability. If any provision of this Agreement shall be found by any court or

administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

12.4 Successors. This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

12.5 Assignment and Sublicensing. Licensee shall not assign, transfer or sublicense this Agreement or any of its rights or obligations hereunder without the prior written consent of the Licensor. Despite the foregoing, Licensee may assign this Agreement without such consent to an entity that acquires all or substantially all of the shares of Licensee, or all or substantially all of its business or assets, whether by merger, reorganization, acquisition, sale, or otherwise. In accordance with the requirements of FAR 42.1204, Licensor may assign this Agreement to any third party that succeeds to the Licensor's interests in the Product and assumes the obligations of the Licensor hereunder. Licensor may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

12.6 Headings. Headings to paragraphs or sections in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the

United States of America without regard to the conflict of law provisions thereof.

12.8 Third Party Rights. This Agreement does not, and is not intended to, confer any benefit on, nor create any right exercisable or enforceable by, any third party.

12.9 Intentionally Blank.

12.10 Independent Contractors. The parties agree that each is an independent contractor and neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

12.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together will constitute one and the same instrument.

12.12 Amendments. This Agreement may be modified, replaced or rescinded only in writing, and signed by a duly authorized representative of each party.

12.13 Insurance. During the Term of this Agreement, Licensor shall carry commercial general liability and professional errors and omissions liability coverage. Professional errors and omissions insurance will be not less than One Million US Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage and Two Million US Dollars (\$2,000,000) in aggregate.

Mattermost's Commercial General Liability Insurance and Professional Errors and Omissions Insurance shall provide coverage on primary, non-contributing, occurrence basis not endorsed to exclude coverage. Upon written request of Licensee, Licensor shall provide a valid certificate of insurance which names Licensee as additional insured under applicable Mattermost insurance policies.

THIS AGREEMENT, INCLUDING ALL ATTACHMENTS, SCHEDULES, EXHIBITS AND ALL APPLICABLE LICENSE AGREEMENTS; THE GSA SCHEDULE CONTRACT; AND ALL TASK OR PURCHASE ORDERS ISSUED PURSUANT TO THE GSA SCHEDULE CONTACT CONSTITUTE THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDE ALL PRIOR AND CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS AND AGREEMENTS, ALL TERMS AND CONDITIONS INCLUDED AS PART OF PURCHASE ORDERS AND ALL OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE PARTIES AGREE THAT ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED ON, REFERENCED BY OR INCORPORATED INTO A LICENSEE'S PURCHASE ORDER ARE SUBJECT TO MUTUAL AGREEMENT OF THE PARTIES AND SHALL NOT BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT UNLESS SUCH ADDITIONAL OR DIFFERING TERMS ARE EXPRESSLY ACCEPTED BY MATTERMOST.

LICENSOR:

Mattermost, Inc.
530 Lytton Avenue, Second Floor
Palo Alto, CA 94301 USA

LICENSEE

Address:

Signature: _____

Signature: _____

Print Name: Ian Tien

Print Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

Exhibit A

Certain Definitions

“Authorized User” means any employee, agent, supplier or contractor of Licensee that is authorized to access the Product Materials or Services. Each Authorized User must use a unique identity to access and use the Product unless otherwise licensed, and may access the services only to the extent licensed by you.

“Delivery” means the availability of the Product Materials by the Licensor to the Licensee via electronic or other means, without regard to when Licensee actually installs or uses such Product Materials.

“Documentation” means the instruction manuals, user guides, training materials or other materials and information made available to Licensee from time to time by the Licensor, in either printed or electronic form.

“Licensed Software” means the software, documentation, data, and other intellectual property through which the Services are delivered.

“Licensee Data” means all information, content and data provided by or on behalf of Customer and made available or otherwise distributed through use of the Licensed Software and Services.

“Mattermost Proprietary Software” means those computer files, or portions thereof, included in the Licensed Software (i) to the extent that Mattermost is the author of such portions and (ii) such portions are not made available under any license recognized as a free, libre or open source license (including but not limited to the GNU General Public License and other similar licenses). **“Normal Business Hours”** means 9AM to 5PM, Pacific Time, Monday through Friday, excluding Licensor holidays.

“Order” means any document agreed to between the parties which sets forth the Product licensed by the Licensee and any relevant pricing and applicable additional restrictions (if any), including (i) any Licensor quote which the parties agree to make a part of this Agreement, (ii) any Licensee purchase order accepted by Licensor, and (iii) any invoice issued by Licensor and accepted by Licensee. An Order may be amended only by a writing signed by authorized representatives of both parties. Multiple Orders may be entered agreed to under this Agreement.

“Product” means, collectively, the product(s) (including the Licensed Software) set forth in any Order (to the extent such product(s) are subsequently made available to

Licensee by the Licensor), as well as any Update made available to Licensee by the Licensor.

“Product Materials” means the Product(s) and the Documentation.

“Server” means that computer device on which the Product is installed and operated. A Server may be located on Licensee’s site or may be a “cloud” server located at a third party’s remote hosting site contracted for by Licensee.

“Services” means Licensed Software and related services accessed by Authorized Users, in a manner consistent with Licensor’s published Documentation and this Agreement.

“Specifications” means those technical specifications in respect of the Product(s) which are published by the Licensor and are in effect at the time of Delivery. Licensor shall have the right at its discretion to change or amend the Specifications to correct errors or to otherwise align the Specifications with applicable changelogs.

“Subscription” means licenses to the Product Materials, Updates and Support Services. A Subscription includes access to currently supported versions of the Product for the term of the Subscription.

“Support Hours” means Licensor’s Normal Business Hours (or such other extended support hours as Licensee may purchase from Licensor during the term of the Agreement).

“Support” shall mean those terms set forth at <https://about.mattermost.com/support/>.

“Update” means such enhancements, modifications, or additions to the Product Materials as may be made available from time to time by the Licensor to Licensee.

“Use” shall mean the legal use by Licensee of the Product Materials and/or Services in accordance with the terms and condition of this Agreement to manage internal corporate communications.