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LEGAL

Master Subscription Agreement

2026-02-23

This Master Subscription Agreement (this "*Agreement*") contains terms and conditions that govern your purchase and use of Pinecone's Services (as defined below) and is a contract between Pinecone Systems, Inc., a Delaware (USA) corporation ("*Pinecone*"), and you or the entity or organization that you represent. Capitalized terms not otherwise defined in this Agreement will have the respective meanings assigned to them in Section 18. Pinecone may modify this Agreement from time to time, subject to Section 19 below.

If you are an individual using Services for your own purposes: (1) all references to "Customer" are to you and (2) you represent that you are legally permitted and competent to enter into this Agreement.

If you are using Services on behalf of an entity or organization that you represent: (1) all references to "Customer" are to that entity or organization and (2) you represent that you have full legal right, power and authority to enter into this Agreement on behalf of Customer and to bind Customer to the terms of this Agreement.

Subject to the "Update" above, this Agreement becomes binding and effective on Customer (the "Effective Date") upon the earliest of the following: (1) when you enter in an Order with Pinecone directly or through a Reseller or Marketplace, (2) when you click on an "Agree" or similar button or box referencing this Agreement, (3) when you sign up for an account with Pinecone, or (4) when you access or use any Pinecone Services.

1. **Ordering**. Customer may acquire subscriptions to Services through Orders entered into directly between Pinecone and Customer or, as further described in Section 11.5, through Orders made through a Reseller or Marketplace (each, an "*Intermediary*"). Each Order is a standalone contract, separate from any other Order, and shall be deemed to incorporate the terms of this Agreement.
2. **Pinecone Services**. Subject to the applicable Order and this Agreement, Pinecone hereby grants to Customer, and subject to Section 3, its Affiliates the right to use Services in accordance with the Documentation during the Subscription Term solely for Customer's and its Affiliates' internal business purposes. During the Subscription Term, Pinecone will provide the types and levels of Support, and employ the Security Measures, applicable to Customer-subscribed Services.
3. **Customer Affiliates**. Customer may permit its Affiliates to use Services under an Order, provided that (a) use is solely for the benefit of Customer and such Affiliates and (b) Customer accepts full liability for the acts and omissions of its Affiliates, which shall be deemed the acts and omissions of Customer under this Agreement. In addition, Affiliates of Customer may enter into their own orders under this Agreement as "Customer," in which case the order will be a separate agreement between Pinecone and the Customer Affiliate incorporating the terms of this Agreement.
4. **End Users and Credentials**. Customer and (if applicable) its Affiliates shall restrict access to Services to only End Users, and shall be responsible for activities conducted with Customer Credentials and each End User's activities and compliance with the terms of the Acceptable Use Policy and this Agreement. Customer agrees to promptly notify Pinecone if Customer believes any Customer Credentials have been lost, stolen, or made available to an unauthorized third party.
5. **Customer Systems and Services**. Customer controls what Customer Systems to use in connection with Services. By connecting a Customer System to Services, whether through an API, integration or otherwise (each, a "*Connection*"), Customer authorizes Pinecone to communicate and interoperate with the Customer System to provide Services to Customer. Customer is solely responsible for: (a) configuring, accessing and using Services in accordance with the Documentation and this Agreement; (b) maintaining current and accurate information for the administration of its Pinecone accounts, including notice and billing information; (c) configuring, accessing and using Customer Systems

and Connections in accordance with Customer System Terms; and (d) employing administrative, physical and technical measures to protect Customer Systems, Connections, and Customer Credentials. Customer agrees to promptly notify Pinecone if Customer believes an unauthorized third party has accessed Services or Customer Systems connected to Services.

6. **Data Submitted to Services**. Customer has exclusive control and responsibility for determining what Customer Data are submitted to Services and the accuracy, quality, integrity, legality, reliability and appropriateness of Customer Data. Customer acknowledges and agrees that: (a) Pinecone provides Services in accordance with its obligations under Data Protection Laws and other Applicable Laws that apply to Pinecone's provision of Services to its customers generally, irrespective of Customer's particular use case; (b) Customer must take into account the sensitivity of potential Customer Data prior to any submission to Services; (c) Customer must provide any required notices to, and receive any required consents and authorizations from, End Users and other individuals whose Personal Information may be included in Customer Data (or in Customer Credentials or other information that Customer makes available to Pinecone); (d) except where expressly contemplated in an Order and Customer has executed a BAA, Customer must not use Services to process HIPAA Information; and (e) except as may be applicable pursuant to subsection (d) hereof, Customer must not use the Services to process any Restricted Information.
7. **Restrictions on Customer**. No provision of this Agreement includes the right to, and Customer shall not, and shall not permit End Users to: (a) use Services other than as described in the applicable Order, Documentation and this Agreement; (b) attempt to gain unauthorized access to any Service or its related systems or networks; (c) remove, obscure or alter any proprietary notice related to Services; (d) use any Service to access Pinecone Intellectual Property Rights except as permitted under this Agreement; (e) except to the extent limited by Applicable Law, reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, Services; (f) modify, copy or create any derivative work based upon a Service or any portion, feature or function of a Service; (g) resell, distribute or otherwise make available any Service to any third party (unless authorized in a separate written agreement with Pinecone); (h) access or use Services or Documentation for the purpose of competing (or enabling others to compete) with Pinecone, including copying features, functions or graphics; (i) use Services to send or store Malicious Code; (j) conduct security or vulnerability tests on, interfere with the operation of, cause performance degradation of, or circumvent access restrictions of Services; (k) use Services in violation Applicable Laws or otherwise in violation of the Acceptable Use Policy; or (l) without limiting Section 6, include in Customer Data, or other information that Customer makes available to Pinecone, any information for which Customer does not have all right, power and authority necessary for its processing as contemplated by this Agreement.
8. **Data Use and Feedback**.
    8.1 Customer Data. Customer, on behalf of itself and applicable Affiliates (if any), hereby grants Pinecone the right to use and process Customer Data solely to provide Services and as otherwise expressly provided in this Agreement. Subject to this Agreement and the DPA, Pinecone may use Customer Data to provide,

maintain, operate, improve, and support Services used by Customer, to calculate Fees due from Customer, to prevent or address technical problems, to share insights and other reporting with End Users, and to fulfill legal obligations. The terms of the DPA are hereby incorporated by reference into this Agreement with respect to Customer Data that contain Personal Information.

8.2 Usage Data. Pinecone may collect and use Usage Data to develop, provide, maintain, market, operate, improve and support present and future Pinecone products and services; provided, however, that Pinecone may not disclose Usage Data to any third party unless (a) the disclosure is made strictly in accordance with Section 10 or (b) the Usage Data has been aggregated or anonymized and does not identify, and cannot be reasonably associated with, Customer, any Customer Affiliate, any End User or other identifiable individual, or any Customer Confidential Information.

8.3 Feedback. Customer may provide Pinecone with bug reports, suggestions or other feedback with respect to Services, Support or Documentation ("*Feedback*"). Customer is under no obligation to provide Feedback, and Pinecone acknowledges that any Feedback that is provided is done so on an "as is" basis with no warranties of any kind. Pinecone may use any and all Feedback (exclusive of any Customer Confidential Information therein) freely without any restriction or obligation to Customer, its Affiliates or any End User.

9. **Ownership**. As between the Parties, Customer owns all right, title and interest in and to Customer Data, including all associated Intellectual Property Rights, and Pinecone owns all right, title and interest in and to the Services and Documentation, including in each case all associated Intellectual Property Rights. The rights granted by Pinecone to Customer and its Affiliates with respect to Services in Section 2, and by Customer to Pinecone with respect to Customer Data in Section 8.1, are limited, nonexclusive and, except as otherwise provided in this Agreement, non-transferable. Except for the rights expressly granted by one Party to the other in this Agreement, all rights are reserved by the granting Party.

10. **Confidentiality**. Each Party (as "*Recipient*") shall use at least the same degree of care that it uses to protect its own similar confidential information (but not less than reasonable care) to: (a) use the Confidential Information disclosed by the other Party, such Party's Affiliates, business partners or their respective employees agents or contractors (collectively, "*Discloser*") only as permitted under this Agreement, unless Discloser has provided prior written consent for other uses, and (b) only disclose the Discloser's Confidential Information to Recipient's, or its Affiliates', employees, partners, contractors (including legal counsel and accountants), and service providers ("*Representatives*") who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Recipient to exercise its rights or perform its obligations under this Agreement. Recipient shall be responsible for any breach of these obligations by its Representatives to the same extent it is responsible for its own breaches. To the limited extent any use or disclosure is required by Applicable Law or a valid and binding order of a governmental body (such as a

subpoena or court order), the Recipient may disclose only that portion of the Discloser's Confidential Information that it is required to disclose upon the advice of its counsel, provided that, to the extent permitted under Applicable Law, the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information. In the event of any breach or threatened breach by the Recipient of its obligations under this Section 10, the Discloser will be entitled to seek injunctive and other equitable relief in any court of competent jurisdiction to enforce such obligations.

11. **Fees and Taxes**.

11.1 Payment. Customer agrees to pay all Fees in accordance with all Orders and this Agreement. Except as otherwise provided in a Direct Order Form: (a) the prices for Services and features are set forth on the Pricing Page; (b) Fees are calculated on the basis of usage according to the criteria described on the Pricing Page; (c) Customer agrees to maintain a current, valid credit card, or other method of payment accepted by Pinecone, throughout the term of this Agreement (a "*Payment Method*"); and (d) Fees will be charged to Customer's Payment Method monthly in arrears. All Fees must be paid in U.S. dollars and Customer will be responsible for any foreign transaction fees or similar charges imposed by the provider of Customer's Payment Method. If a Payment Method is not successfully charged (e.g., insufficient funds, card expiration), Customer authorizes Pinecone to continue attempting the charge or to invoice Customer directly, and Customer remains responsible for all uncollected Fees.

11.2 Fee Disputes. If Customer has a good faith disagreement about Fees charged (a "*Fee Dispute*"), Customer shall notify Pinecone in writing of the Fee Dispute, along with a reasonably detailed description, within 15 days of the date of the applicable charge or invoice. Provided Customer has provided notice of a Fee Dispute within such period, cooperates diligently to resolve the Fee Dispute, and continues to pay all undisputed Fees when due, Pinecone will not exercise its suspension or termination rights under Section 13.1 or 13.3 with respect to non-payment of the amounts subject to the Fee Dispute. If the Parties are unable to resolve a Fee Dispute within 30 days of the date of the applicable charge or invoice, each Party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. Customer will be deemed to have accepted a charge or invoice under the applicable Order and this Agreement if Customer fails to notify Pinecone of a Fee Dispute in accordance with this Section.

11.3 Late Payments. Except for charges Customer has successfully disputed, all late payments bear interest at the lesser of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Customer shall reimburse Pinecone for all reasonable costs incurred by Pinecone in collecting any such late payments or interest, including reasonable attorneys' fees.

11.4 Taxes. All Fees are exclusive of taxes, levies, duties or charges imposed by government authorities (collectively, "*Taxes*"). Customer shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other Taxes on amounts payable by Customer under all Orders and this Agreement (other than any Taxes on Pinecone's income, revenues, gross receipts, personnel or assets). Without limiting the foregoing, if Customer is required to deduct or withhold any Taxes under Applicable Laws, Customer shall remit such Taxes in accordance with those Applicable Laws and not offset any Fees payable to Pinecone.

11.5 Indirect Procurement. If Pinecone accepts an Indirect Procurement, solely in connection with such Indirect Procurement: (a) Fees, payments and taxes will be governed by the Indirect Procurement, provided that should Customer fail to pay Fees when due to or through the Intermediary, Pinecone may seek payment directly from Customer; (b) Pinecone may share information with the Intermediary regarding Customer's use and consumption of Services; (c) any refunds contemplated by, or otherwise sought by Customer under, this Agreement or the Indirect Procurement shall be solely between Customer and the Intermediary; (d) with the exception of Sections 13.2 through 13.5, all references to "Order" (but not "Direct Order Form") shall refer to the Indirect Procurement; and (e) references to "Order" in Sections 13.2, 13.3, and 13.4 shall mean Order and/or Indirect Procurement, as the context requires. Customer understands and agrees that this Agreement governs Customer's access to and use of Services, and that no Reseller, Marketplace or other third party is authorized to make any changes to this Agreement or otherwise authorized to make any representations or commitments with respect to Pinecone or Services in any Indirect Procurement or otherwise.

12. **Preview Offerings and Trial Services.** Notwithstanding any provision in this Agreement or any Order to the contrary: (a) Pinecone is not under any obligation to offer, and Customer is under no obligation to access or use, any Preview Offerings or Trial Services; (b) Pinecone may, in its sole discretion, modify Preview Offerings at any time and discontinue Customer's access to Preview Offerings and Trial Services at any time; (c) Customer's use of Preview Offerings and Trial Services following the end of any free trial period granted by Pinecone (including Customer's exhaustion of Promotional Credits granted by Pinecone) will be subject to Fees on the basis of usage in accordance with Section 11.1; (d) Pinecone makes no availability or Support commitments under the Support Policy or otherwise with respect to Preview Offerings and/or Trial Services; and (e) any access or use of a Preview Offering is at Customer's sole risk, and Customer acknowledges that Preview Offerings are not ready for production, are excluded from Security Measures and may contain bugs, errors and defects. WITHOUT LIMITING THE PROVISIONS OF SECTION 16, TO THE FULLEST EXTENT PERMITTED BY LAW, PINECONE'S CUMULATIVE AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO PREVIEW OFFERINGS AND TRIAL SERVICES SHALL NOT EXCEED US$100.

13. **Suspension, Term and Termination.**

13.1 Suspension. In addition to all other remedies available at law or in equity, including termination pursuant to Section 13.3, Pinecone shall have the right to suspend access to Services if Pinecone reasonably believes a violation of Section 7 has occurred or if Pinecone fails to receive payment of undisputed amounts due for Customer's use of Services, and such failure is not corrected within 10 days of notice from Pinecone. In the event of a suspected violation of Section 7, Pinecone: (a) reserves the right (but except as may be required by Applicable Law is under no obligation) to investigate the suspected violation; (b) will give Customer advance notice of any Service suspension, unless Pinecone reasonably believes immediate action is required to mitigate risk to Services, Pinecone, Customer or others; and (c) will work with Customer in good faith to resolve the suspected violation.

13.2 Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. Each Order will terminate at the end of the applicable Subscription Term except as otherwise provided in the Order or this Agreement. If there is no Order currently in effect, this Agreement shall terminate upon the earlier of (a) one Party giving written notice of termination to the other or (b) expiration of the 90-day period after the last Order was in effect.

13.3 Early Termination. Either Party may terminate this Agreement if the other Party: (a) fails to cure any material breach of this Agreement (including a failure to pay undisputed Fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days (to the extent such termination is not prohibited by law). Early termination of this Agreement will automatically terminate all Orders.

13.4 Post-Termination Access. Upon Customer's written request, an End User will be permitted to access Services for up to 30 days after termination of this Agreement to the extent necessary to retrieve Customer Data, and for no other purpose. If Customer makes such a request, (a) this Agreement and appliable Order(s) shall be deemed to continue in full force and effect for that 30-day period (the "*Tail Period*") and (b) any use of Services other than as authorized in this Section 13.4 shall be charged to, and payable by, Customer at the rates specified on the Pricing Page.

13.5 Effect of Termination. Upon termination of this Agreement, Customer will pay to Pinecone any outstanding Fees payable for Customer's and any End User's use of Services through termination, together with any committed or other Fees outstanding under the co-terminating Orders. Further, upon expiration of the Tail Period (or earlier if none is requested): (a) Pinecone shall have no obligation to provide any Services or Support; (b) Customer shall have no right to access Customer Data or Services; (c) Customer

shall promptly delete Customer Credentials for Services and Pinecone Confidential Information in its possession; and (d) unless prohibited by Applicable Law, Pinecone shall delete Customer Data in accordance with the Documentation. If Customer terminates this Agreement for Pinecone's uncured material breach pursuant to Section 13.3, or Pinecone terminates this Agreement pursuant to Section 15.1, Pinecone will refund to Customer any unused amounts prepaid by Customer under the co-terminating Order(s) (a "*Pro-Rated Refund*"). In all other cases, and regardless of whether Customer's use of Services exhausted any prepaid amounts, Customer will not be entitled to any refund.

13.6 Survival. The provisions set forth in the following Sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 7, 8.3, 9, 10, 11, 13.4, 13.5, 13.6, 14, 15, 16, 17.1, 17.3, and 17.6 through 19.

14. **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTEE OF ANY KIND, WHETHER IMPLIED, EXPRESS, OR STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. FURTHER, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL SERVICES AND ANY SOFTWARE, SAMPLE DATA, LIBRARIES, AND/OR OTHER MATERIAL ARE PROVIDED BY PINECONE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE OTHER PROVISIONS OF THIS SECTION 14, PINECONE MAKES NO WARRANTY OF ANY KIND THAT SERVICES, SUPPORT, DOCUMENTATION OR OTHER MATERIAL, OR RESULTS OF THE USE THEREOF, WILL (A) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (B) OPERATE WITHOUT INTERRUPTION; (C) ACHIEVE ANY INTENDED RESULT; (D) BE ERROR FREE OR (E) BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH CUSTOMER SYSTEMS OR CONNECTIONS. ANY CHANGES TO CUSTOMER SYSTEMS OR CONNECTIONS (INCLUDING THEIR UNAVAILABILITY) DURING A SUBSCRIPTION TERM DO NOT AFFECT CUSTOMER'S OBLIGATIONS UNDER APPLICABLE ORDER(S) OR THIS AGREEMENT.

15. **Indemnification**.

15.1 By Pinecone. Subject to Sections 15.2 and 15.4, Pinecone will: (a) defend Customer against any claim, demand, suit or proceeding (each, an "*Action*") made or brought against Customer by a third party alleging that Services being used by Customer, when used in accordance with this Agreement, infringe such third party's United States patent or copyright, or misappropriate such third party's trade secrets (each, an "*Infringement Action*") and (b) indemnify Customer from and against any damages, costs and expenses (including attorneys' fees) (collectively "*Losses*") finally awarded against Customer as a result of such

Infringement Action, or for amounts paid by Customer under a settlement approved in writing by Pinecone resulting from such Infringement Action. If Customer's use of Services becomes, or in Pinecone's opinion is likely to become, the subject of an Infringement Action, Pinecone may in its discretion and at its own expense: (i) obtain for Customer the right to continue using Services; (ii) modify Services so that they no longer infringe or misappropriate; or (iii) terminate this Agreement and all Orders and issue a Pro-Rated Refund. This Section 15 states Pinecone's entire liability and Customer's exclusive remedies for any claim of Intellectual Property Rights infringement or misappropriation.

15.2 Exceptions. Pinecone will have no obligation to indemnify Customer for an Infringement Action to the extent it arises from Preview Offerings, Trial Services or any of the following (collectively, "*Customer-Controlled Matters*"): Customer Systems, Connections, Customer Data, or any access or use of Services by Customer, an Affiliate or an End User in a manner that is not in conformity with this Agreement.

15.3 By Customer. Subject to Section 15.4, Customer will defend Pinecone against any Action made or brought against Pinecone by a third party arising out of or relating to Customer-Controlled Matters, and indemnify Pinecone from and against any Losses finally awarded against Pinecone as a result of such Action, or for amounts paid by Pinecone under a settlement approved in writing by Customer resulting from such Action.

15.4 Procedure. A Party seeking indemnification (the "*Indemnitee*") shall promptly notify the other Party (the "*Indemnifying Party*"), in writing of any Action for which the Indemnitee seeks indemnification pursuant to Section 15.1 or 15.3, as applicable, and reasonably cooperate with the Indemnifying Party at the Indemnifying Party's expense. The Indemnifying Party shall promptly take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same at the Indemnifying Party's expense. An Indemnitee may participate in and observe the proceedings on a monitoring, non-controlling basis at its own expense with counsel of its own choice. A Party's failure to perform any obligations under this Section 15.4 will not relieve the Indemnifying Party of its obligations under Section 15.1 or 15.3, as applicable, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnifying Party shall not settle an Action without the Indemnitee's written consent if such settlement shall require action or payment by the Indemnitee.

16. **Limitations of Liability**. EXCEPT AS TO "EXCLUDED CLAIMS," TO THE FULLEST EXTENT PERMITTED BY LAW: (A) SUBJECT TO SERVICE CREDITS UNDER THE SUPPORT POLICY (IF APPLICABLE), PINECONE SHALL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT OR DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S INABILITY TO USE SERVICES, INCLUDING AS A RESULT OF ANY PERMITTED SUSPENSION OR TERMINATION UNDER SECTION 13; (B) PINECONE SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE

PRODUCTS OR SERVICES; (C) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT; AND (D) SUBJECT TO SECTION 12, EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID TO PINECONE BY CUSTOMER FOR SERVICES IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE EXCLUSIONS AND LIMITATIONS IN DETERMINING TO ENTER INTO THIS AGREEMENT AND THE PRICING FOR SERVICES AND, AS PROVIDED IN SECTION 12, THE PROVISION OF ANY PREVIEW OFFERING OR TRIAL SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY WHETHER ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE NON-BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

17. **General**.

17.1 Independent Parties; No Third-Party Beneficiaries. The Parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one Party as an employee, agent, joint venture partner or servant of the other. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17.2 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to pay Fees), when and to the extent such failure or delay is caused by events outside of the reasonable control of the affected Party, including acts of God; pandemics; flood, fire or explosion; war, invasion, riot or other civil unrest; terrorist or criminal acts; cyberattacks; internet or Cloud Provider disruptions; embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "*Force Majeure Event*"), provided that, in each case, the affected Party will provide prompt notice to the other Party, stating the period of time the occurrence is expected to continue, and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17.3 Assignment. Either Party may assign this Agreement and all Orders to an Affiliate or in connection with any merger, consolidation or reorganization, or a sale of all or substantially all of such Party's business or assets relating to this Agreement to an unaffiliated third party, so long as notice is provided within 60 days

of such assignment and the assignee agrees in writing to accept all obligations and responsibilities under this Agreement, including, in the case of Customer, all outstanding Fees. Subject to the foregoing, neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other Party's prior written consent. Any purported assignment in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

17.4 Publicity. Unless Customer is solely using Preview Offerings or Trial Services, Customer agrees that Pinecone may identify Customer as a Pinecone customer to other current or prospective Pinecone customers or partners, and (subject to any Customer brand guidelines communicated to Pinecone) may use and display Customer's name, marks and logos on Pinecone's websites and in marketing materials in connection with Customer's identification as a Pinecone customer. Subject to the foregoing, unless otherwise required by Applicable Law or stock exchange requirements, neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's marks or logos without the prior written consent of the other Party.

17.5 Benchmark Testing. Subject to this Section, Customer may conduct such benchmark testing of Services as it deems appropriate (each, a "*Test*"). Customer agrees the results of any Test of a Preview Offering shall be Confidential Information under this Agreement and used solely for Customer's internal evaluation purposes. Customer may disclose to third parties the results of a Test of generally available Services, provided that (a) Customer shares the Test results with Pinecone reasonably in advance of their disclosure and (b) the disclosure is accompanied by all information needed to replicate the Test. By disclosing to a third party the results of a Test of a generally available Service, Customer agrees that: (i) Pinecone may perform its own benchmark testing of the Customer products or services referenced or included in the Test; (ii) Pinecone may disclose the results of its own testing to third parties; and (iii) the foregoing shall supersede any contrary provision in the terms governing the applicable Customer products and services.

17.6 Anti-Corruption. Each Party shall comply with Applicable Laws concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the Effective Date and the date of each Order, each Party represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any employee, agent or representative of the other Party or its Affiliates in connection with this Agreement. Each Party agrees to promptly notify the other Party if it learns of any violation of the foregoing. This representation is not intended to include customary and reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by Applicable Law.

17.7 Export; Trade Sanctions. Each Party shall (a) comply with Applicable Laws, including those administered by the U.S. Commerce Bureau of Industry and Security and U.S. Treasury Office of Foreign Assets Control, imposing export controls and trade sanctions ("*Export Laws*"), including designating countries, entities and persons ("*Sanctions Targets*") and (b) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Without limiting the foregoing, as of the Effective Date and the date of each Order, Customer represents and agrees that it (and each Affiliate and End User accessing Services): (i) is not a Sanctions Target; (ii) is not 50% or more owned by Sanction Targets (individually or in the aggregate); (iii) is not located in, or a national of, a country that is subject to a U.S. government embargo or has been designated by the U.S. government as a state sponsor of terrorism; (iv) will not (and will not permit any third party to) access or use Services in violation of any U.S. export embargo, prohibition or restriction; and (v) will not use any Service or Support to process information that is controlled under the U.S. International Traffic in Arms Regulations.

17.8 U.S. Government Customers. To the extent Customer is an agency of, or otherwise represents, the United States federal government, Customer acknowledges and agrees that Services and Documentation are provided as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to Services and Documentation. If Customer, any Affiliate or any End User is using Services and Documentation on behalf of the U.S. government and these terms fail to meet the government's needs or are inconsistent in any respect with federal law, Customer, its Affiliates and End Users must immediately discontinue use of Services and Documentation. The terms listed above are defined in the U.S. Federal Acquisition Regulation and the U.S. Defense Federal Acquisition Regulation Supplement. If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with Pinecone to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

17.9 Governing Law; Venue. Except to the extent the issue arising under this Agreement is governed by United States federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law rules of that State. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the state or federal courts located in New York, New York, USA, and the Parties expressly consent to personal jurisdiction and venue in those courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this Agreement.

17.10 Notices. Notices required or permitted to be given under this Agreement shall be in writing to the addresses according to this Section and shall be deemed to be sufficiently given: (a) one business day after being sent by overnight courier to the Party's physical address; (b) three business days after being sent by registered mail, return receipt requested, to the Party's physical address; or (c) one business day after being sent by email to the Party's email address provided that the sender does not receive a response that the message could not be delivered. Pinecone's physical address for notices is that of its New York offices as provided at https://www.pinecone.io/, and its email address is legal@pinecone.io. Customer's physical address and email address for notices are those specified in any Order, provided that Pinecone may additionally, or in lieu of, such email address use the email address for any Customer administrator reflected in Services. Customer acknowledges that general notices not specific to Customer may be provided directly through Services.

17.11 Entire Agreement. This Agreement, together with all Orders, the Acceptable Use Policy, the DPA and, as and if applicable, a BAA and Supplemental Terms, is the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, questionnaires and other communications and agreements between the Parties (oral or written) relating to the subject matter of this Agreement. Any terms and conditions of any Customer web portal, vendor onboarding process, purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to, inconsistent with or different from the terms and conditions of this Agreement shall be of no force or effect. Additionally, this Agreement supersedes any confidentiality, non-disclosure, evaluation or trial agreement previously entered into by the Parties with respect Customer's or an Affiliate's evaluation of Services or otherwise with respect to Services.

17.12 Amendments; Waivers; Severability. This Agreement may be modified only by a written instrument duly executed by authorized representatives of the Parties; provided, however, that Pinecone may (a) modify this Agreement as provided in Section 19 and (b) designate successor locations for the URLs referenced throughout this Agreement and may modify the policies and terms (including the Pricing Page) published at those URLs in its sole discretion, subject to any limitations on modifications noted therein. The failure of a Party to exercise or enforce any condition, term or provision of this Agreement will not operate as a waiver of such condition, term or provision. Any waiver by either Party of any condition, term or provision of this Agreement shall not be construed as a waiver of any other condition, term or provision. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

17.13 Interpretation. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, the words "include," "includes" and

"including" are deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

18. **Definitions**. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to them in this Section.
    - "*Acceptable Use Policy*" means Pinecone's Acceptable Use Policy, made available at https://www.pinecone.io/legal/acceptable-use-policy/.
    - "*Affiliate*" means, with respect to a Party, a business entity that directly or indirectly controls, is controlled by or is under common control with, such Party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of a business entity.
    - "*API*" means an application programming interface referenced in the Documentation that Pinecone maintains and makes available in connection with Services.
    - "*Applicable Laws*" means any and all governmental laws, rules, directives, regulations or orders that are applicable to a particular Party's performance under this Agreement.
    - "*BAA*" means, if applicable, a separately executed HIPAA Business Associate Addendum (or Agreement) between the Parties governing each Party's obligations with respect to Customer's use of Services that are in scope under the BAA relative to the processing of Customer Data that includes HIPAA Information. Customer may not use Services that are in scope under a BAA to process HIPAA Information unless a BAA is in effect and, even where a BAA is in effect, may not use Services that are not in scope under a BAA to process HIPAA Information.
    - "*Cloud Provider*" means a third-party cloud service provider that provides scalable computing resources accessible on demand over the internet, including cloud-based compute, storage, platform, and application services, such as Amazon Web Services (AWS), Google Cloud Platform (GCP), and Microsoft Azure (Azure).
    - "*Confidential Information*" means any information disclosed by Discloser that is designated as confidential, either orally or in writing, or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes without limitation: (a) Customer Data; (b) information relating to Discloser's software, technology, know how, inventions and other technical, business, financial, marketing, customer and product development plans, forecasts, strategies and information; (c) third-party information that the Discloser is obligated to keep confidential; and (d) the terms of all pricing quotes and Orders. However, Confidential Information does not include any information that: (i) was known to Recipient without restriction as to use or disclosure, prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient without reference to or use of the Discloser's Confidential Information; (iii) is acquired by the Recipient from another source without

restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault or action of the Recipient.

- "*Customer Credentials*" means passwords, keys, tokens or other credentials used by Customer in connection with Services, including credentials for Services, as well as credentials for Customer Systems and Connections.
- "*Customer Data*" means data that are submitted by or on behalf of Customer for processing by Services, including data submitted by or on behalf of Customer from Customer Systems through Connections.
- "*Customer System*" means any application, platform, cloud environment, hosted service, software, device, network, site, model or other resource that interoperates with (but is exclusive of) Services that Customer uses in connection with Services or otherwise. Customer Systems may be owned, leased or licensed by Customer, located on Customer's premises or hosted with a Cloud Provider, used by Customer on an as-a-service basis or otherwise.
- "*Customer System Terms*" means any and all Customer-internal and third-party terms, policies and licenses applicable to Customer Systems and/or Connections.
- "*Data Protection Laws*" has the meaning assigned to that term in the DPA.
- "*Direct Order Form*" means an ordering document executed manually, through a Pinecone online form, or through an e-sign service by Pinecone and Customer that references this Agreement.
- "*Documentation*" means the user documentation designated as applicable to the applicable Service at https://docs.pinecone.io/.
- "*DPA*" means Pinecone's Data Processing Addendum, made available at https://www.pinecone.io/legal/data-processing-addendum/.
- "*End User*" means any individual employee or contractor of Customer or (subject to Section 3) a Customer Affiliate for whom access to Services are granted by or on behalf of Customer or a Customer Affiliate.
- "*Excluded Claims*" means obligations and claims based on Customer's payment obligations to Pinecone, Customer's breach of Section 7, a Recipient's obligations under Section 10 (exclusive of obligations and claims relating to Customer Data), an Indemnifying Party's obligations under Section 15, and/or any liability that cannot be excluded or limited by Applicable Laws.
- "*Fees*" means all fees payable by Customer (or, as applicable, an Intermediary on behalf of Customer) to Pinecone for access and use of Services and Service features.
- "*HIPAA Information*" has the meaning assigned to that term in the definition of Restricted Information below.
- "*Indirect Procurement*" means Customer's acquisition of subscriptions to Services pursuant to an Order made through an Intermediary on behalf of Customer as part of a separate arrangement between Customer and the Intermediary.

- "*Intellectual Property Rights*" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- "*Malicious Code*" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- "*Marketplace*" means a Pinecone-authorized, third-party online storefront where Customer acquires Service subscriptions, such as the AWS, GCP or Azure marketplace.
- "*Order*" means a Direct Order Form or an online registration, provisioning or order process for Services completed by or on behalf of Customer that references this Agreement, including a signup by Customer at https://login.pinecone.io/. Each Order shall be subject to acceptance by Pinecone in its sole discretion.
- "*Party*" means each of Pinecone and Customer.
- "*Personal Information*" has the meaning assigned to that term in the DPA.
- "*Preview Offerings*" means any products, features, software, services, regions or Cloud Providers that Pinecone does not yet make generally available, including those labeled "preview," "experimental," "pre-release," "beta" or the like. Except as otherwise provided in this Agreement or any Supplemental Terms applicable to a Preview Offering, Preview Offerings will be deemed "Services" for purposes of this Agreement.
- "*Pricing Page*" means the web page that lists and describes Pinecone's standard pricing for Services and Service features at https://www.pinecone.io/pricing/.
- "*Promotional Credits*" means any promotional credits against Fees that Pinecone may, in its sole discretion, offer to Customer toward Customer's use of Services. Promotional Credits have no cash value, are non-transferable and, unless otherwise specified in writing by Pinecone, expire 30 days from issuance.
- "*Reseller*" means a Pinecone-authorized, third-party distributor or reseller that sells Service subscriptions to Customer.
- "*Restricted Information*" means the following categories of Personal Information: (a) patient, medical, or other protected health information regulated by the U.S. Health Insurance Portability and Accountability Act ("*HIPAA Information*"); (b) credit, debit, bank account, or other financial account numbers; (c) social security numbers, driver's license numbers, or other unique and private government ID numbers; (d) special categories of data as defined in the GDPR; and (e) other similar categories of sensitive information as set forth in the Applicable Data Protection Laws.
- "*Security Measures*" means Pinecone's Technical and Organizational Security Measures, made available at https://www.pinecone.io/legal/security-measures.pdf.

- "*Services*" means the hosted services that Pinecone makes available at https://app.pinecone.io/, together with APIs. Pinecone may modify Services from time to time, provided that any modifications do not materially diminish the features or functionalities of Services used by Customer during the applicable Subscription Term. For clarity, Services do not include any Customer System or any software, sample data, libraries or services which are not individually essential for the functioning of Services that Pinecone makes available under separate license terms or otherwise.
- "*Subscription Term*" means the period of time specified in an Order during which Customer is authorized to access and use applicable Services or, for pay-as-you-go, a one-month period that automatically renews each month for an additional one-month term until one Party gives written notice of termination to the other Party.
- "*Supplemental Terms"* means the terms and conditions that apply only to certain Services, Service features, or Preview Offerings, made available at https://www.pinecone.io/legal/supplemental-terms/.
- "*Support*" means the technical support and service level commitments, if any, available to Customer and its End Users in connection with use of the Services as described in the Documentation and Support Policy.
- "*Support Policy*" means Pinecone's Support Policy and Service Level Agreement, made available at https://www.pinecone.io/legal/support-policy/.
- "*Trial Services*" means generally available Services (i.e., not Preview Offerings) that Pinecone provides to Customer free of charge, including pursuant to Promotional Credits.
- "*Usage Data*" means operations and telemetry data about Customer's configuration, access and use of Services, including End User queries (but not the query results).

19. **Changes to Agreement**. Pinecone may modify this Agreement at any time by posting a revised version at https://www.pinecone.io/legal/master-subscription-agreement/ or a successor website designated by Pinecone. The modifications will become effective as of the first day of the calendar month following the month in which they were first posted; provided, however, that if a then-outstanding Order specifies a fixed term of 12 months or longer, the modifications will instead be effective with respect to that Order immediately upon the Order's renewal, if any. In either case, if Customer objects to the updated Agreement, as its sole and exclusive remedy, Customer may choose not to renew its subscription and cease all access and use of Services. For the avoidance of doubt, each Order is subject to the version of the Agreement in effect at the time the Order is made.

For the prior version of Pinecone's standard customer service terms, you may request a copy by emailing legal+onlineterms@pinecone.io.

Pinecone



Products

- Vector Database
- Dedicated Read Nodes
- Assistant
- Documentation
- Pricing
- Security
- Integrations

Resources

- Community Forum
- Learning Center
- Blog
- Customer Case Studies
- Status
- What is a Vector DB?
- What is RAG?

Company

- About
- Partners
- Careers
- Newsroom
- Contact

Legal

- Customer Terms
- Website Terms
- Privacy
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