

STARBURST DATA SOFTWARE END USER LICENSE AGREEMENT

PLEASE CAREFULLY READ THIS STARBURST DATA SOFTWARE END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE ACCESSING, DOWNLOADING OR OTHERWISE USING THE STARBURST DATA SOFTWARE (AS DEFINED BELOW) AND RELATED USER DOCUMENTATION (THE “DOCUMENTATION”) DOWNLOADED BY THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE ORDER (“YOU”) FROM THE WEBSITE OF STARBURST DATA, INC., A DELAWARE CORPORATION WITH A BUSINESS ADDRESS AT 177 HUNTINGTON AVE STE 1703, PMB 82089, BOSTON, MASSACHUSETTS 02115-3153 USA (“LICENSOR” OR “STARBURST”) OR FROM ANY ONLINE MARKETPLACE (THE “MARKETPLACE”).

BY EXECUTING A WRITTEN ORDER FOR THE SOFTWARE, YOU ARE STATING THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ALL OF ITS TERMS, AND CONSENT TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON AND/OR DO NOT ACCESS, DOWNLOAD OR USE THE SOFTWARE AND DOCUMENTATION. IF YOU ARE DOWNLOADING THE SOFTWARE FROM THE MARKETPLACE, YOUR DOWNLOAD AND USE OF THE SOFTWARE MAY BE SUBJECT TO ADDITIONAL MARKETPLACE TERMS AND CONDITIONS.

IF YOU ARE ACCEPTING THIS LICENSE AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT: (I) YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER, OR THE APPLICABLE ENTITY, TO THE LICENSE AGREEMENT; (II) YOU HAVE READ AND UNDERSTAND THIS LICENSE AGREEMENT; AND (III) YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS LICENSE AGREEMENT.

ACCEPTANCE OF THIS LICENSE AGREEMENT IS REQUIRED AS A CONDITION TO PROCEEDING WITH ACCESS AND USE OF THE SOFTWARE AND DOCUMENTATION. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT OR IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR THE APPLICABLE ENTITY, YOU MUST NOT USE OR ACCESS THE SOFTWARE AND DOCUMENTATION.

YOUR EMPLOYER MAY HAVE ENTERED INTO A WRITTEN LICENSE AGREEMENT WITH LICENSOR WHICH GOVERNS THE USE OF THE SOFTWARE. SUCH WRITTEN AGREEMENT MAY GOVERN YOUR USE OF THE SOFTWARE AND TAKES PRECEDENCE OVER THIS LICENSE AGREEMENT. AS USED IN THIS LICENSE AGREEMENT, THE TERM “YOU” MEANS YOU AND/OR YOUR EMPLOYER AS APPLICABLE.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND LICENSOR HEREBY AGREE AS FOLLOWS:

- 1. LICENSE AND SUPPORT.** Subject to the terms, conditions and restrictions set forth in this Agreement, and any additional terms set forth in the applicable Starburst Data and/or Marketplace order form (“Order Form”), Starburst Data hereby grants, and You hereby accept, a non-exclusive, non-transferable, right and license, to access and use, solely for Your use, (i) the Starburst Data software identified on the Order Form (the “Software”) and (ii) the user documentation provided with the Software (“Documentation”), for the subscription term specified on the Order Form.

You may use the Software and Documentation only for your internal business purposes and may not allow use or access of the Software by third parties. Starburst Data will provide support during the subscription term in accordance with the Starburst Data Support Policy [attached](#) hereto.

2. **TERM AND TERMINATION.** The term of this Agreement is the subscription term specified on the Order Form, which may be renewed for the same period by executing a written order. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
3. **RESTRICTIONS; PROPRIETARY RIGHTS; FEEDBACK.** You shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Software or Documentation; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software. The Software is the proprietary intellectual property of Starburst Data that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Starburst Data retains sole and exclusive ownership of all right, title, and interest in and to the Software and any and all enhancements, modifications, corrections and derivative works that are made to the Software, all of which will be considered part of the Software for the purposes of this Agreement and will be owned by Starburst Data. You may, in your sole discretion, provide Starburst Data with suggestions, enhancement requests, recommendations, or other feedback related to the Software and Documentation provided hereunder ("Feedback"). You hereby assign to Starburst Data all right, title, and interest in and to any Feedback, including all intellectual property rights therein or relating thereto. Licensor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.
4. **CONFIDENTIALITY.** Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing or terms

of this Agreement (“Confidential Information”) and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to recover the amount of damages incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party’s Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information. Licensor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

5. **YOUR DATA AND PRIVACY.** The Software will be located behind Your or Your cloud provider’s firewall, and, as a result, Starburst Data will not have access to Your data (“Customer Data”). Nevertheless, Starburst Data is committed to having technical, administrative, and system safeguards in place to secure any Customer Data that You provide to us in connection with this Agreement. Starburst Data has implemented industry standard procedures, practices and infrastructure to protect all Customer Data. Starburst Data handles and protects all Customer Data, including personally identifiable information, in compliance with all applicable data protection laws and in accordance with the additional terms contained in the Starburst Data Privacy Policy attached hereto. If You have any questions regarding the handling and protection of Customer Data or the Starburst Data Privacy Policy, please contact us at privacy@starburstdata.com.
6. **WARRANTY DISCLAIMER; NO SUPPORT. STARBURST WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, STARBURST DATA DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND, INCLUDING ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE SOFTWARE WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, IN CONNECTION WITH THE SOFTWARE HEREUNDER, AND THE SOFTWARE IS PROVIDED “AS-IS” AND “AS-AVAILABLE”. STARBURST DATA MAKES NO AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SOFTWARE, DOCUMENTATION, EXPRESS, IMPLIED, STATUTORY,**

OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** THE CUMULATIVE LIABILITY OF STARBURST DATA TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO STARBURST DATA UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL STARBURST DATA OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF STARBURST DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. **GENERAL.**

1. Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Software covered by such Order Form or Statement of Work. Any purchase orders issued by You shall be deemed to be for your convenience only and, notwithstanding acceptance of such orders by Starburst Data, shall in no way change, override, or supplement this Agreement.
2. Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.
3. Independent Contractor. The relationship between Starburst Data and You is that of independent contractors. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer or employee of the other party.
4. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested

by the receiving party, to Starburst Data Inc., 177 Huntington Ave Ste 1703, PMB 82089, Boston, Massachusetts 02115-3153 USA, legal@starburstdata.com, Attn: Legal Counsel. Notices shall be effective upon their receipt by the party to whom they are addressed.

5. Assignment. This Agreement may not be assigned by You without Starburst Data's prior written consent.
6. Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.
7. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.
8. Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the Federal laws of the United States.

8.9 Survival. Sections 3 through 8 of this Agreement shall survive any termination hereof.

STARBURST ENTERPRISE SUBSCRIPTION AGREEMENT

This Starburst Enterprise Subscription Agreement ("Agreement"), is entered into on the date set forth in the Order ("Effective Date"), between Starburst Data, Inc., a Delaware corporation with offices located at 101 Federal St. 18th Floor Boston, MA 02110 USA ("Starburst") and Ordering Activity under GSA Schedule contracts identified in the Order ("Customer").

1. LICENSE, SERVICES, AND SUPPORT.

1.1 **Subscription Software License.** Subject to the terms, conditions and restrictions set forth in this Agreement, including payment of the fees ("Fees") set forth in the applicable order form issued by Starburst ("Order Form"), Starburst hereby grants, and Customer hereby accepts, a non-exclusive, non-transferable, right and license, to access and use, solely for its internal business purposes, (i) the Starburst Enterprise software (the "Software") and related tools and solutions identified on the Order Form installed at Customer's site and (ii) the user documentation provided with the Software ("Documentation"), for the term set forth in the applicable Order Form ("Subscription Term"). Use of the Software is subject to any additional limitations set forth in the Order Form. During the Subscription Term, Starburst will support the Software in accordance with the Starburst's Enterprise Support Policy included herewith as Appendix 1 attached hereto.

1.2 **Backup Copy.** Customer may make a reasonable number of copies of the Software for archival, disaster recovery, and backup purposes. All copies of the whole or any portion of the Software in any form shall remain the exclusive property of Starburst. All titles, trade-marks, copyright and restricted rights notices shall be reproduced in such copies. All archival and backup copies of the Software are subject to the terms of this Agreement.

1.3 **Delivery.** Starburst shall deliver the Software and the User Documentation to Customer by the date designated in the applicable Order Form by electronic delivery.

1.4 **Upgrades.** During the Subscription Term, Starburst will provide Customer with copies of all new versions, updates, and upgrades of the Software (collectively, "Upgrades"), without additional charge promptly after commercial release. Upon delivery to Customer, Upgrades will become part of the Software and will be subject to the provisions of Section 1.1 (Subscription Software License) and the other provisions of this agreement, including, without limitation Section 4 (Restrictions; Proprietary Rights).

1.5 **Professional Services.** Starburst may provide such professional services ("Services") as described in an Order Form or statement of work executed by each party (a "SOW"). Upon execution, a SOW will become part of this Agreement. In the event of any conflict with a Statement of Work, the terms of this main body of this Agreement will govern.

2. TERM; RENEWAL; TERMINATION.

2.1 **Term and Renewal of Orders.** Unless earlier terminated in accordance with this Section 2, this Agreement shall commence on the Effective Date first set forth above and expire when all Services or Software described in Order Forms have expired. The Subscription Term specified in the Order Form will commence upon the Order Form Effective Date and will continue for the period of time set forth therein and may be renewed for successive subscription terms equal to the initial Subscription Term by executing a written order for the renewal term.

2.2 **Termination Rights.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Starburst shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

2.3. **Termination Effects.** Upon termination by Customer under Section 2.2 (i) or (ii) above, Starburst shall refund Customer all prepaid, unused fees for Services or Software. No other termination by either party shall relieve Customer of any payment obligations or commitments under any Order Form and, upon any termination except termination by Customer under Section 2.2 (i) or (ii) above, Customer shall promptly pay all unpaid fees due through the end of the term of such Order Form. Upon termination, Customer must immediately cease using the Services and Software and remove all Starburst Software from its systems.

3. FEES; PAYMENT TERMS; TAXES.

3.1 **Fees.** Fees are specified on the Order Form in accordance with the GSA Schedule Pricelist. Unless otherwise set forth on the Order Form or SOW, all Fees will be invoiced upon the Effective Date of the Order Form or SOW. Payment terms are Net 30 days from the receipt date of invoice. Overdue amounts shall be subject to interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

3.2 **Taxes.** shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

4. **RESTRICTIONS; PROPRIETARY RIGHTS.** Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Software or Documentation; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software. The Software is the proprietary intellectual property of Starburst that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Starburst retains sole and exclusive ownership of all right, title, and interest in and to the Software and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Software will be considered part of the Software for the purposes of this Agreement and will be owned by Starburst. Customer agrees not to alter, remove, deface or destroy any copyright, trade-mark or proprietary markings or confidential legends placed upon or contained in the Software, the Documentation or any related material.

5. CUSTOMER DATA. Because the Software is installed and operated from behind Customer's or its cloud provider's firewall, Starburst will not have access to the Software or any customer data input into the Software ("Customer Data"), and Starburst disclaims any and all responsibility for any loss of any Customer Data and is not responsible for the backup of any Customer Data. Notwithstanding the foregoing, Starburst is committed to having technical, administrative, and system safeguards in place to secure any Customer Data that Customer provides to Starburst in connection with this Agreement. Starburst has implemented industry standard procedures, practices and infrastructure to protect all Customer Data. Starburst handles and protects all Customer Data, including personally identifiable information, in compliance with all applicable data protection laws and in accordance with the additional terms contained in the Starburst Privacy Policy located at <https://starburstdata.com/privacypolicy> and attached hereto. Any Customer queries regarding the handling and protection of Customer Data or the Starburst Privacy Policy should be sent to privacy@starburstdata.com.

6. CONFIDENTIALITY. Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to recover the amount of damages. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information. recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. LIMITED WARRANTY AND DISCLAIMER.

7.1. Limited Warranty. Starburst warrants and represents that it will perform the Services in a professional manner in accordance with prevailing industry standards and that the Software will substantially conform to the specifications as set forth in the applicable Documentation. The warranty period for the Software shall mean the Initial Term and any renewal term. The warranty period for Services shall be 90 days from the date of delivery of the applicable deliverable. At no additional cost to Customer, and as Customer's sole and exclusive remedy for nonconformity of the Software or Services with this limited warranty, Starburst will use commercially reasonable efforts to correct any such nonconformity,

provided Customer promptly notifies Starburst in writing outlining the specific details upon discovery, and if such efforts are unsuccessful, then Customer may terminate, and receive a refund of all pre-paid and unused fees for, the affected Software or Services. This limited warranty shall be void if the failure of the Software to conform is caused by (i) the use or operation of the Software or with an application or in an environment other than as set forth in the Documentation, (ii) modifications to the Software that were not made by Starburst or Starburst's authorized representatives or the express written authorization of Starburst; (iii) accident, disaster or event of force majeure, (iv) misuse, fault or negligence of or by Customer, (v) use of the Software in a manner for which it was not designed, or (vi) causes external to the Software such as, but not limited to, customer's environment, power failure or electrical power surges.

7.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITIES. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, FOR BREACHES OF CONFIDENTIALITY UNDER SECTION 6, CUSTOMER'S PAYMENT OBLIGATIONS, AND CUSTOMER'S OBLIGATIONS AS SET FORTH IN SECTION 4, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO STARBURST FOR THE RELEVANT SERVICES OR SOFTWARE WITHIN THE PRECEDING TWELVE (12) MONTHS. EXCEPT FOR BREACHES OF CONFIDENTIALITY UNDER SECTION 6, AND CUSTOMER'S OBLIGATIONS AS SET FORTH IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. INDEMNIFICATION.

9.1. Starburst Indemnification. If a third party claims that the Software infringes any U.S. patent, copyright, or trade secret, Starburst will have the right to intervene to defend Customer against such claim at Starburst's expense and pay all damages finally awarded through judgment or settlement, provided that Customer promptly notifies Starburst in writing of the claim, allows Starburst sole control of the defense and/or settlement, and cooperates with Starburst in, the defense or settlement of such action. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Starburst shall have no obligation to Customer with respect to any infringement claim against Customer such claim is based upon (i) Customer's use of the Software in a manner not expressly authorized by this Agreement, (ii) the combination, operation, or use of the Software with third party material that was not provided by Starburst, if Customer's liability would have been avoided in the absence of such combination, use, or operation, (iii) modifications

to the Software other than as authorized in writing by Starburst, or (iv) Customer's or Customer's provider's hardware, network, software or environment.

If such a claim is made, or is likely to be made as determined by Starburst, Starburst may, at its option, secure for Customer the right to continue to use the Software, modify or replace the Software so that it is non-infringing, or, if neither of the foregoing options is available in Starburst's reasonable opinion, terminate this Agreement and refund to Customer any unused pre-paid Software Subscription Fees applicable to the remainder of the subscription term. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF STARBURST AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9.2 Reserved.

10. GENERAL.

10.1 **Amendment; Entire Agreement; Precedence.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and executed by authorized representatives of Starburst and Customer. This Agreement, including all Order Forms, Statements of Work, and documents attached hereto or incorporated herein by reference, constitutes the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, between the parties relating to the subject matter hereof. Each Order Form is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form and the terms of this Agreement, this Agreement shall govern except as to the specific Services or Software ordered, and the fees, currency and payment terms for such orders, for which the Order Form shall govern, as applicable. If an Order Form explicitly states that it is intended to amend or modify a term of this Agreement, such Order Form shall govern over this Agreement solely as to the amendment or modification. Starburst objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, vendor portal or website. Neither Starburst's acceptance of Customer's purchase order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication, or act of Customer shall be deemed acceptance thereof or a waiver of any of the terms hereof. The party's obligations hereunder are neither contingent on the delivery of any future functionality or features of the Software nor dependent on any oral or written public comments made by Starburst regarding future functionality or features of the Software. No right or cause of action for any third party is created by this Agreement or any transaction under it.

10.2 **Waiver.** Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

10.3 **Independent Contractor.** Starburst is an independent contractor and not an employee of Customer. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venturer, employer or employee of the other party.

10.4 **Notices.** All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by nationally recognized overnight courier service, and addressed to the party to be notified at their address set forth above. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with such overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid to the address first set forth above, or to such other address as each party may designate in writing.

10.5 **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld. However, either party may assign this Agreement to any Affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business or assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement in accordance with the provisions set forth at FAR 42.1204, provided that Customer shall not assign this Agreement to a direct competitor of Starburst. Any assignment or attempted assignment in breach of this Section shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

10.6 **Compliance with Laws.** Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

10.7 **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

10.8 **Governing Law and Disputes.** This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the Federal laws of the United States.

10.9 **Non-Solicitation.** During the term of the Agreement and for a period of one (1) year after its expiration or termination, neither Party shall solicit, engage or hire, directly or indirectly, any personnel of the other Party; provided that such restriction shall not include general advertisements and job postings directed at the general public, or be applicable where the personnel were no longer employed or engaged by such other Party for at least twelve (12) months prior to such hiring.

10.10 **Survival.** Provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including without limitation: Fees and Payment Terms, Confidentiality, Ownership, Indemnification, Limitation of Liabilities, and General.

10.11. **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

10.12 **Publicity.** Customer agrees that Starburst may reference and use Customer’s name in Starburst marketing and promotional materials, including, but not limited to, the Starburst website to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, solely for the purposes of identifying Customer as a customer of Starburst.

Agreed and Accepted by the parties’ authorized representatives as of the Effective Date:

<u>Starburst Data, Inc.</u> <u>Signature:</u> _____ <u>Name:</u> _____ <u>Title:</u> _____ <u>Date:</u> _____	<u>(Customer)</u> <u>Signature:</u> _____ <u>Name:</u> _____ <u>Title:</u> _____ <u>Date:</u> _____
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Appendix 1

Starburst Enterprise Support Policy

I. SUPPORT.

Support is available for the Software indicated on an applicable Order Schedule for the Subscription Term set forth therein. Requests for Support should be submitted to Starburst Support through the Starburst support portal.

Customer will designate up to five (5) key contacts for the reporting and coordination of support requests (the "Business Administrators"). Customer may change the Business Administrators upon seven (7) days prior written notice to Starburst.

Support is available 9 a.m. through 6 p.m., Monday-Friday, Customer local time, excluding Starburst holidays, except as noted in the Enterprise Support Response Times table below.

Support includes the following:

- Remote Troubleshooting
- Knowledgebase
- Support Portal
- Upgrades, Updates, Patches generally made available to Starburst's other support customers
- Hotfixes
- Routine Installation and Configuration Issues
- Performance Troubleshooting
- Public Cloud Support

Support is provided in the English language only.

II. SEVERITY LEVELS AND INCIDENT RESPONSE.

When submitting a support request, Customer must 1) classify the severity level in accordance with the severity level definitions below, 2) provide Starburst with all information necessary for Starburst to process the request and 3) respond promptly to Starburst with any information reasonably requested to clarify the support request.

Upon receipt of the support request, Starburst will acknowledge the request. Starburst may in its discretion adjust the severity level of an issue in its sole discretion but will consider Customer's feedback in good faith. Incidents are escalated as necessary through the Starburst Support organization, ending, if necessary, with Starburst's Vice President of Support.

Enterprise Support Severity Definitions

Severity	Definition
Urgent (Severity 1)	Production / Mission Critical functionality is down with no obvious or immediate workaround.
High (Severity 2)	Major loss of functionality, but can still continue in a degraded or restricted capacity. Not viable long term.

Normal (Severity 3)	Production issue where minor functionality is impacted, a development issue, or non-production outage.
Low (Severity 4)	Non-critical loss of functionality. Request for information or other non-production requests.

Enterprise Support Response Times

	Urgent (Severity 1)	High (Severity 2)	Normal (Severity 3)	Low (Severity 4)
Initial Response 24 x 7	30 Minutes (email or phone)	4 hours (email)	8 hours (email)	Next business day (email)
Status Updates	hourly	every business day	every 5 business days	every 7 business days
Starburst Responsibility	Resource dedicated 24x7 dedication until a workaround or resolution is achieved. Senior management immediately notified.	Resources available Monday Friday during local business hours until a workaround or resolution is achieved.	Resources available Monday Friday during local business hours until a workaround or resolution is achieved.	Resources available Monday Friday during local business hours until a workaround or resolution is achieved.
Customer Responsibility	Resource dedicated 24x7 to provide diagnostics to Starburst as needed.	Resource available Monday- Friday during local business hours to provide diagnostics to Starburst as needed.	Resource available Monday- Friday during local business hours to provide diagnostics to Starburst as needed.	Resource available Monday- Friday during local business hours to provide diagnostics to Starburst as needed.

III. SUPPORT EXCEPTIONS.

Starburst has no obligation to address a Software issue if

- (i) caused by Customer's negligence;
- (ii) caused by unauthorized modifications or enhancements to the Software made by Customer;
- (iii) Customer fails to utilize a patch, correction or an updated version of the Software which addresses the issue;
- (iv) arising from a third party Customer's or a third party's system or environment or a third party product or service;
- (v) identified by a Customer's vulnerability scanning, penetration testing or other security tool.

Issues outside the scope of this Support Policy at may be addressed upon the request of Customer at Starburst's professional services rates then in effect.

IV. STARBURST GLOBAL SUPPORT CENTERS

- USA East - Boston
- USA West - Seattle
- EMEA - Poland
- APAC – Singapore and India

V. SECURITY MEASURES

Starburst shall utilize industry standard security measures to protect against the loss, misuse and/or alteration of data located on systems. Starburst shall conduct vulnerability monitoring in accordance with formally documented vulnerability management processes and procedures.

During the term of the Agreement, Starburst will utilize code scanning tools to conduct vulnerability assessments. All identified vulnerabilities shall be addressed based upon Common Vulnerabilities and Exposures (CVE) level. Starburst will make commercially reasonable efforts to prioritize Critical and High vulnerabilities for remediation, when identified by internal scanning tools. Each reported vulnerability shall be verified by Starburst Data to be valid and applicable, or a false positive.

Medium, Low and Informational criticality vulnerabilities shall be reviewed by the Starburst Security Team and considered for future remediation, if legitimate, exploitable risk is identified.

Starburst reserves the right to accept the risk on any identified CVE, at any time and for any reason. Risk acceptance relieves Starburst Data of vulnerability remediation for that specific CVE.

During the term of the Agreement, Starburst will provide ongoing security updates to inform Customer on the impact of publicly disclosed vulnerabilities, exposures, and other reported security threats, via <https://docs.starburst.io/security/advisories.html>

INTRODUCTION

This privacy policy ("Policy") describes how STARBURST DATA, INC. ("STARBURST", "we" or "us") collects, uses and shares personal information of consumer users of the STARBURST websites (the "Websites") or any products or services available on or through the Websites. STARBURST is the sole owner of the information collected on the Websites or through your use of Products and services (the "Products"). We will not sell, share, or rent this information to others in ways different from what is disclosed in this Policy.

Further, STARBURST respects your privacy and is committed to protecting your personal data in line with all applicable laws and regulations. This Policy will inform you as to how we will look after your personal data when you interact with us, including visiting our Websites. It also tells you about your rights in relation to your personal data.

ACCEPTANCE OF PRIVACY POLICY

By executing a written order for our Products, you consent to the collection, use and storage of your information by us in the manner described in this Policy. We reserve the right to make non-material changes to this Policy at any time. If we decide to change our Policy, we will post those changes on our Websites so our users are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

If you do not agree with this Policy, please do not use our Websites. Your continued use of our Websites following posting of non-material changes to these terms will mean you accept those changes.

WHAT IS PERSONAL DATA AND WHO IS RESPONSIBLE FOR LOOKING AFTER MY PERSONAL DATA?

Personal data is any information about an identifiable individual. STARBURST is responsible for personal data which we collect from you and, along with our distributors, resellers, dealers and other sales channels, we are also responsible for how we handle personal data which we collect from STARBURST'S sales partners.

WEBSITES

Data Collected And Its Use

STARBURST allows you to voluntarily provide us with contact information through our website and when you are purchasing or redeeming offers. The information we may collect from you includes, but is not limited to, your name, email address, phone number, and past purchases. We do not collect or store credit card information. Any payments you make for Products are made through third- party payment processing vendors, and we have no

access to such information. In addition, if you contact us, we may keep a record of your communication to help solve any issues you might be facing. Finally, we may receive contact details or other information about you from publicly and commercially available sources, which we may combine with other information we receive from or about you. We will use the information we collect from third party sources in accordance with this Privacy Policy.

If you have requested information or if you have purchased products or services from us in the past, we may use this information to provide you with news, offers for upgrades, discounts and other marketing information. But we only want to stay in contact with people that are interested in what we're doing. If you do not wish to receive marketing communications from STARBURST, you can opt-out in the manner designated in the marketing communication or by contacting us at privacy@starburstdata.com.

If you use a blog, bulletin board or similar means of communication on or through our Websites, you should be aware that any data you submit there can be read, collected, or used by other users of these forums. We use industry standard measures, including administrative, technical, and physical safeguards, to help protect personal data from loss, theft, misuse, and unauthorized access, disclosure, alteration, and destruction. However, no data transmission over the Internet can be guaranteed to be entirely secure. As a result, while we always use all reasonable efforts to protect your personal data, we cannot guarantee the security of your information and the submission of data is thus at your own risk.

Data Integrity And Security

STARBURST uses industry standard security measures to protect against the loss, misuse and/or alteration of data located on our systems. We implement appropriate measures and processes, such as using encryption when transmitting certain sensitive information, to help us to keep your information secure and to maintain its quality. We regularly review our security and related policies to adapt the technology as new threats evolve, and monitor our systems to help ensure the highest level of availability. If you have any questions about the security at our Websites, you can reach out to us at privacy@starburstdata.com.

Lawful Grounds For Using Your Personal Data

There are various lawful grounds on which we use your personal data including the following legitimate interests:

- (a) understanding how our customers use our products and services;
- (b) keeping our records up to date;
- (c) to develop our products and services and to grow our business;

(d) to inform our marketing strategy including to define customers for our products and services.

Non-Personal Data

STARBURST collects non-personal identification information about you whenever you interact with our website. Non-personal identification information may include browser name, type of computer, and technical information about your means of connecting to our website, such as the operating system, the Internet service provider utilized, and other similar information. We use this information to optimize and improve our website.

Cookies And Web Beacons

STARBURST uses cookies on its website. These cookies are stored by your browser for record-keeping purposes. Also, through the use of cookie technology or otherwise, we may track and collect information about your computer and software when you visit the Websites or use our products or services. This information is automatically collected, and may include, but is not limited to: (i) your Internet Protocol ("IP") address; (ii) domain server; (iii) type of computer; (iv) your operating system; (v) type of web browser and browser language; (vi) access times; (vii) pages viewed and how long you spend on a page; (viii) referring website addresses; and (ix) other information about your use of and actions on our Websites (collectively "Traffic Data"). Traffic Data is anonymous information that does not personally identify you. Traffic Data assists us to design and arrange our web pages in the most user-friendly manner and to continually improve our Websites to better meet the needs of users. STARBURST also analyzes the data through the use of Google Analytics, Google AdWords, and LinkedIn Marketing.

We may also use web beacons (small pieces of data that are embedded in images on the pages of Websites) and auditing software to track page views and entry and exit points to and from our Websites. In addition, we may use web beacons, cookies, customized links and/or similar technologies to determine whether electronic newsletters sent by us to those who have requested them from us have been opened and which links are clicked. Any data collected will only be used in an aggregate form and will not contain any personal information, as that term is defined below.

You may choose to set your web browser to refuse cookies. You may also opt out of a third-party vendor's use of cookies by using the NIA opt-out site at <http://www.youronlinechoices.com/>, or for those in Europe, the EDAA opt out site at <http://www.youronlinechoices.com/>. A user who does not accept cookies from our Websites may not be able to access certain areas of the Websites.

Further, third-party vendors including AdRoll, Google, and LinkedIn may use the cookie information about your prior visits to the STARBURST website in order to place targeted STARBURST advertisements on other Websites you visit.

Some STARBURST downloads or software may generate a computer ID value during installation. This ID does not contain any specific information about you or the data on your computer.

Surveys And Responsive Requests

If you have opted to participate, from time to time, we may request information from users via surveys or similar responsive requests. Participation in these surveys or responsive requests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name, email and shipping address), and demographic information (such as zip code, age level). If you give us personal information about somebody else, such as a spouse or work colleague, we will assume that you have their permission to do so. Survey information may be used to monitor or improve the use and satisfaction of the Websites or our products and services.

Information Sharing And Disclosure

STARBURST will not sell or rent any personal data, except to successors in interest, without your consent. STARBURST reserves the right to release account information when exchanging information with other companies and organizations for fraud protection and credit risk reduction.

STARBURST will share personal data when it is necessary to provide the product or service you have requested.

STARBURST also shares personal data with service providers as needed for them to provide us with services that help us with our business activities and to provide our services (such as website analytics, email delivery, marketing/advertising and legal and other professional advice). We do not allow these third-party service providers to use your personal data for their own purposes and only permit them to access and process your personal data for specified purposes and in accordance with our instructions. Learn more about [third-party subprocessors](#).

STARBURST may share personal data with its affiliates, partners, distributors, resellers, representatives and agents ("Partners") to enable Partners the opportunity to market, offer and provide STARBURST products and services to you as well as Partner products and services that are compatible with STARBURST products and services.

STARBURST will share personal data to respond to subpoenas, court orders or legal process or if STARBURST finds that your actions on our Web Websites violate our usage guidelines. This policy does not protect information you post to any on-line bulletin board, chat room, newsgroup or other public forum from within our Web Websites.

If we are involved in a merger, acquisition or asset sale, such information may be shared with the acquiring entity or successor-in-interest, but we will continue to ensure the confidentiality of any personal data pursuant to the terms of this Policy.

We may also share personal data in the event of an emergency, for the protection and safety of our employees and agents, our customers, or any other person, and we also may be required to disclose an individual's personal information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law.

Other Websites

Our Websites may contain links to other websites on the Web. STARBURST has no control over these external Websites and is not responsible for the privacy practices or content of these Websites. We advise you to read the privacy policies of those websites thoroughly so that you are aware of the manner in which those websites will use your personal data.

STARBURST reserves the right to remove content that does not comply with the conduct stated above or is otherwise deemed objectionable. STARBURST reserves the right, in its sole discretion, to terminate your access to any part or this entire site without notice.

PRODUCTS – DATA COLLECTED AND ITS USE

Information We Collect from the Products

STARBURST automatically collects "Operations Data" and "Product Usage Data" from your use of the Products. Operations Data is information we use to facilitate the delivery of the Products, manage and monitor infrastructure, and provide support. Product Usage Data is information we use for product analytics and improvement. This information is generally technical and aggregated but may include limited Personal Data such as IP/MAC addresses and identifiers (including cookies). Depending on the Product, the information may include:

- *Products and System Data:* this is information about the Products you are using and about the systems and related environment from which you access the Service. Examples include Product type and version, license information, installed plug-ins, UUID, and third-party systems used in connection with the Product.
- *Data Entered into User Interface:* This may include user info, billing info, cluster and catalog info, query details, etc. Some of this data may be sensitive, as users are permitted to enter anything into the query editor.
- *Performance Data:* this is information about the performance of the Products. Examples include metrics on the performance and scale of the Products and response times.

- *Feature Usage Data*: this is information about how the Products are used. Examples include details about which features are used and user interface metrics.

How We Use Information We Collect from the Products

STARBURST uses the information automatically collected from the Products to support our customers and improve the Products generally; more detailed information is provided below. STARBURST strives to collect only the minimum amount of information needed to achieve these purposes.

How we use Product Usage Data

STARBURST uses Product Usage Data to improve our Products, support our Customers, support business to business marketing and sales, comply with legal requirements, and for other legitimate business purposes. More information on each category follows:

- **Product Improvement:** STARBURST may use Product Usage Data to analyze the use of the Products; prioritize testing and development of new features and functionality; improve our support responses; improve forecasting; make pricing and packaging decisions; identify, understand, and anticipate performance issues and the factors that affect them;
- **Customer Support:** STARBURST may use Product Usage Data to provide proactive or reactive support to our customers, such as guidance to help optimize usage; identifying product improvement opportunities; prioritize future product features; personalize your experience and suggest other products and services, and increase engagement and adoption of our features (e.g., by providing in product suggestions).
- **Business to Business Marketing and Sales:** Where permitted by law, STARBURST may use Product Usage Data to market additional Products to our customers and to inform sales discussions.
- **Legal Requirements.** STARBURST may be required to access Personal Data contained in Product Usage Data as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect or defend our rights or property of STARBURST or users of the Products, protect the safety of others, to investigate fraud, or respond to government requests, including public and government authorities outside a user's country of residence, for national security or law enforcement purposes.
- **Other Legitimate Business Purposes:** STARBURST may use Product Usage Data when it is necessary for other legitimate purposes.

How we use Operations Data

STARBURST uses Operations Data for purposes including to facilitate Product delivery, administer accounts, provide support, and for other legitimate business purposes. More information on each category follows:

- **Facilitate the delivery of the Products.** STARBURST may use Operations Data to facilitate the delivery of the Products.
- **Conduct account administration and similar Products related activities:** STARBURST may use Operations Data to provide the Products and for account management. Examples include managing Product downloads, updates, and fixes, and sending other administrative or account-related communications, including release notes and billing information.
- **Provide support:** STARBURST processes Operations Data when users contact STARBURST via one of our support channels so that we can contact them about the relevant support request. In some cases, users may need to send us copies of any affected files, logs, or other information to enable us to assist with the support request. In such cases, we will use such information to respond to, troubleshoot, and otherwise resolve the support request.
- **Confirm customer compliance with contractual obligations:** STARBURST may use Operations Data to confirm compliance with contractual and other terms of use obligations in connection with the relevant Products.
- **Other legitimate business purposes:** STARBURST may use Operations Data when it is necessary for other legitimate STARBURST business purposes related to the Products.

Limitations on How We Share Information We Collect from the Products

We take care to ensure that data you provide to us is accessed internally only by individuals that require access to perform their tasks and duties, and externally only by service providers with a legitimate purpose for accessing it. Such service providers are required by contract to safeguard any Personal Data from us and are prohibited from reusing the Personal Data for any purpose other than to perform the services as instructed by STARBURST. **We will not sell your Personal Data or allow a third party to use your Personal Data for its own commercial purpose.**

How We Use Cookies and Automatic Data Collection Tools

Depending on the Product you use, we may use cookies or other tracking technologies in furtherance of the purposes described in this Statement. The types of technology we use may change over time. Some of these technologies are essential for the provision of the Products, such as account access and authentication; others assist with the performance and functionality of the services, such as recognizing returning users or remembering preferences; and others enable us to analyze and customize the Products. For example, we use a tool called Fullstory to provide a better user experience and diagnose user issues. It

records and captures user sessions so that we can monitor user actions like mouse clicks, movements, etc. If you would like to opt-out, Fullstory provides the link below: <https://www.fullstory.com/optout/>

Legal Basis for Processing Information We Collect from the Products

Our legal basis for processing Personal Data contained in information we collect from the Products in the European Economic Area (EEA) and the UK is our legitimate interest in performing, improving, maintaining, and securing our Products and operating our business efficiently and appropriately. We have assessed that these legitimate interests are not overridden by the data protection interests or fundamental rights of any individuals.

If you have questions about or need further information concerning the legal basis on which we collect and use Personal Data in relation to our Products, please contact us at privacy@starburstdata.com.

HOW LONG WILL WE KEEP YOUR PERSONAL DATA?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see the “Your rights” section below for further information.

In some circumstances we may anonymize your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

YOUR RIGHTS UNDER APPLICABLE DATA PROTECTION LAWS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. We have explained your rights below; if you wish to exercise any of your rights, please contact us at privacy@starburstdata.com.

You have the right to:

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction** of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you do not want to receive promotional or other e-mail from STARBURST, you can remove yourself from our mailing lists.

YOUR RIGHT TO MAKE A COMPLAINT AND HOW TO CONTACT US

Your privacy is very important to us. You have the right to make a complaint at any time to the supervisory authority for data protection issues in your state or country. We would,

however, appreciate the chance to deal with your concerns so if you have any questions or concerns regarding our Privacy Policy please contact us at privacy@starburstdata.com.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

CHOICE AND ACCESS; TIME LIMIT TO RESPOND

We will provide an individual opt-out or opt-in choice before we share their data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized.

To limit the use and disclosure of your personal information, please submit a written request to privacy@starburstdata.com. We will respond within a reasonable time frame.

CHILDREN'S PRIVACY

The Children's Online Privacy Protection Act restricts the collection and use of Personal Information pertaining to children under the age of 13. We do not allow such children to register as users and will not knowingly collect or solicit Personal Information from anyone under the age of 13. No one under the age of 13 should provide any Personal Information on or through this Site or otherwise. In the event we learn that we have collected Personal Information from a child under age 13, we will terminate the any account and communications, and delete such information. If you believe that we might have any information from or about a child under 13, please contact us at privacy@starburstdata.com. Minors aged 13 and over should not use this site or post any information or other content without adult supervision.

CALIFORNIA NOTICES

Users who reside in California and have provided personal data to us have the right to receive: (a) information identifying any third party to whom we may have disclosed, within the past year, personal data pertaining to you and your family for that party's direct marketing purposes; and (b) a description of the categories of personal data disclosed. To obtain such information, please email your request to privacy@starburstdata.com. This request may be made no more than once per calendar year. We reserve our right not to respond to requests submitted other than to the address specified in this paragraph.

ADDITIONAL IMPORTANT INFORMATION FOR CALIFORNIA RESIDENTS

This section applies only to California residents. It describes how we collect, use and share Personal Information of California residents when we act as a “business” as defined under the California Consumer Privacy Act of 2018 (“CCPA”), and their rights with respect to their Personal Information. For purposes of this section, “**Personal Information**” has the meaning given in the CCPA but does not include information exempted from the scope of the CCPA or information we collect from you in the course of providing services to you or receiving services from you where you are an employee, controlling owner, director, officer or contractor of a company, partnership, sole proprietorship, non-profit or government agency. In some cases, we may provide a different privacy notice to certain categories of California residents, such as job applicants, in which case that notice will apply instead of this section.

Your California privacy rights. As a California resident, you have the rights listed below. However, these rights are not absolute, and in certain cases we may decline your request as permitted by law.

- **Information.** You can request the following information about how we have collected and used your Personal Information during the past 12 months:
 - The categories of Personal Information that we have collected.
 - The categories of sources from which we collected Personal Information.
 - The business or commercial purpose for collecting and/or selling Personal Information.
 - The categories of third parties with whom we share Personal Information.
 - Whether we have disclosed your Personal Information for a business purpose, and if so, the categories of Personal Information disclosed to each category of third party recipient.
 - Whether we’ve sold your Personal Information, and if so, the categories of Personal Information received by each category of third party recipient.
- **Access.** You can request a copy of the Personal Information that we have collected about you during the past 12 months.
- **Deletion.** You can ask us to delete the Personal Information that we have collected from you.
- **Opt-out of sales.** If we sell your Personal Information, you can opt-out. In addition, if you direct us not to sell your Personal Information, we will consider it a request pursuant to California’s “Shine the Light” law to stop sharing your personal information covered by that law with third parties for their direct marketing purposes.
- **Opt-in.** If we know that you are younger than 16 years old, we will ask for your permission (or if you are younger than 13 years old, your parent’s or guardian’s permission) to sell your Personal Information before we do so.

- **Nondiscrimination.** You are entitled to exercise the rights described above free from discrimination in the form of legally prohibited increases in the price or decreases in the quality of our Service.

How to exercise your California privacy rights

You may exercise your California privacy rights described above as follows:

- **Right to information, access and deletion.** You may exercise your right to information, access or deletion of your personal information by contacting us at privacy@starburstdata.com. We will make commercially reasonable efforts to process all verifiable consumer requests within a forty-five (45) day period, per CCPA requirements.

We reserve the right to confirm your California residency to process your requests and will need to confirm your identity to process your requests to exercise these rights. Government identification may be required. You may designate an authorized agent to make a request on your behalf. In order to designate an authorized agent to make a request on your behalf, you must provide a valid power of attorney, the requester's valid government-issued identification, and the authorized agent's valid government issued identification. We cannot process your request if you do not provide us with sufficient detail to allow us to understand and respond to it.

INTERNATIONAL TRANSFERS

STARBURST is an entity which is based in the United States of America and many of our service providers are based in the USA. This means that if you reside outside of the USA, your personal data will be transferred to the USA. If you reside in the European Economic Area or the UK, we will protect your personal data in accordance with The **General Data Protection Regulation (GDPR)**.

GDPR PRIVACY

Legal Basis for Processing Personal Data under The GDPR

We may process your personal data under the following conditions:

- **Consent:** You have given your consent for processing personal data for one or more specific purposes.
- **Performance of a contract:** Provision of personal data is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof.

- **Legal obligations:** Processing personal data is necessary for compliance with a legal obligation to STARBURST is subject.
- **Vital interests:** Processing personal data is necessary in order to protect your vital interests or of another natural person.
- **Public interests:** Processing personal data is related to a task that is carried out in the public interest or in the exercise of official authority vested in us.
- **Legitimate interests:** Processing personal data is necessary for the purposes of the legitimate interests pursued by STARBURST.

In any case, we will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

YOUR RIGHTS UNDER THE GDPR

STARBURST undertakes to respect the confidentiality of your personal data and to guarantee you can exercise your rights under the GDPR.

You have the right under the GDPR, if you are within the EEA or UK, to:

- **Request access to Your Personal Data.** The right to access, update or delete the information we have about you. Whenever made possible, you can access, update or request deletion of your personal data directly within Your account settings section or by contacting us.
- **Request correction of the Personal Data that We hold about You.** You have the right to have any incomplete or inaccurate information we hold about you corrected.
- **Object to processing of Your Personal Data.** This right exists where we are relying on a legitimate interest as the legal basis for our processing and there is something about your particular situation which makes you want to object to our processing of your personal data on this ground. You also have the right to object where we are processing your personal data for direct marketing purposes.
- **Request erasure of Your Personal Data.** You have the right to ask us to delete or remove personal data when there is no good reason for us to continue processing it.
- **Request the transfer of Your Personal Data.** We will provide to you, or to a third-party you have chosen, your personal data in a structured, commonly used, machine-readable format..
- **Withdraw Your consent.** You have the right to withdraw your consent for our use of your personal data. If you withdraw your consent, we may not be able to provide you with access to certain specific functionalities of our products and services.

EXERCISING YOUR GDPR DATA PROTECTION RIGHTS – YOUR RIGHT TO MAKE A COMPLAINT AND HOW TO CONTACT US

You may exercise your rights under the GDPR by contacting us at privacy@starburstdata.com. Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to your applicable data protection authority about our collection and use of your personal data. For more information, please contact your local data protection authority. However, we would always welcome the chance to first address your concerns.

Your privacy and the security of your personal data is very important to us, so if you have any questions or concerns regarding our Privacy Policy or your personal data, please contact us at:

Data Protection Officer: Colton Ericksen
Phone: (617) 213-0277
Email: privacy@starburstdata.com

Starburst Data, Inc.
177 Huntington Ave
Ste 1703
PMB 82089
Boston, Massachusetts 02115-3153
USA

Third Party Processors

Our carefully selected partners and service providers may process personal information about you on our behalf as described below:

Digital Marketing Service Providers

We periodically appoint digital marketing agents to conduct marketing activity on our behalf, such activity may result in the compliant processing of personal information. Our appointed data processors include:

(i)Prospect Global Ltd (trading as Sopro) Reg. UK Co. 09648733. You can contact Sopro and view their privacy policy here: <http://sopro.io>

Sopro are registered with the ICO Reg: ZA346877 – their Data Protection Officer can be emailed at: dpo@sopro.io.

Use of Personal Data for Social Media Contests and Campaigns

By entering a contest hosted by Starburst or engaging with a Starburst social media campaign, participants agree to the above Privacy Policy terms.

Contest entrants acknowledge that, unless restricted by law, they consent to any personal information provided in entering the contest or campaign to be used by Starburst for the purposes of administering the contest.

The winner's name, profile photo and social media username may be posted on the social media profiles of Starburst after the winner has been selected. By entering the contest or engaging with the social media campaign, winners consent to this personal data being shared by Starburst.

When hosting a contest, campaign or sweepstakes, Starburst may request personal information from entrants, including, but not limited to:

Name

Email address

Phone number

Mailing Address

Job Title

Employer

The personal information we collect is used to contact entrants in the event that they are selected to win a prize.

Starburst will make commercially reasonable efforts to secure all personal information shared by entrants as part of contests or social media campaigns.

Starburst does not sell any personal information shared with us as part of social media campaigns or contests.