MinIO Inc.
OEM Agreement
Last Updated: February 13, 2026

This OEM Agreement ("Agreement") is entered into and effective as of the earlier of the date: (i) in which the entity listed on an Order first downloads the Products; (ii) the last date of signature of an Order between the entity and MinIO or a MinIO-authorized reseller or distributor; and (iii) the entity downloads or installs the Products (hereinafter the "entity" shall be referred to as "Vendor") (the "Effective Date"); and MinIO, Inc., a Delaware corporation with its principal place of business at 275 Shoreline Drive, Suite 100, Redwood Shores, CA 94065 ("MinIO"). Each of MinIO and Vendor are referred to herein individually as a "Party" and collectively as the "Parties."

THIS AGREEMENT APPLIES IN CONNECTION WITH VENDOR'S PURCHASE OR LICENSE (AS APPLICABLE) OF PRODUCTS AND SERVICES DIRECTLY FROM MINIO OR INDIRECTLY FROM A MINIO DISTRIBUTOR OR RESELLER (INCLUDING ANY CLOUD MARKETPLACE MINIO PARTICIPATES ON). THIS AGREEMENT APPLIES UNLESS VENDOR HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT WITH MINIO GOVERNING SUCH PURCHASE OR LICENSE. BY PURCHASING OR LICENSING SUCH PRODUCTS OR SERVICES EITHER (I) VIA AN ORDER DIRECTLY WITH MINIO OR INDIRECTLY WITH A MINIO RESELLER, DISTRIBUTOR, OR CLOUD MARKETPLACE, (II) CLICKING A BOX INDICATING ACCEPTANCE, OR (III) ACCEPTING DELIVERY AND USING PRODUCTS OR SERVICES, VENDOR AGREES TO BE BOUND BY THESE AGREEMENT. THIS AGREEMENT APPLIES TO ALL CURRENT AND FUTURE USE AND ACCESS OF MINIO PRODUCTS AND SERVICES BY VENDOR UNLESS EXPRESSLY AGREED OTHERWISE BY PARTNER AND MINIO IN WRITING.
This Agreement may be periodically updated from time to time, and the current version will be posted at https://min.io/legal. Vendor's continued use of the Products after a revised Agreement has been posted constitutes Vendor's acceptance of its terms.

1. **DEFINITIONS**

1.1. "**Affiliate**" means any entity controlled, directly or indirectly, by, under common control with, or controlling, a party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the party has operational or management control. For the purposes of this definition, "control" means the power to direct, or cause the direction of, the management and policies of such entity whether by contract, law, or ownership of the majority of the voting shares or assets of another entity.

1.2. "**Authorized User**" means an employee, agent, contractor, or other third party authorized by Vendor and/or its affiliates to access, use, download, deploy, or install the Products.

1.3. "**Deployment Services**" means the deployment and related services for the Products provided by MinIO to Vendor as described in the Order.

1.4. "**Documentation**" means user manuals, reference manuals, installation guides, and other technical material provided with the Products, as updated from time to time by MinIO.

1.5. "**End User**" means any Vendor customer that purchases or acquires the right to use a Vendor Combined Product.

1.6. "**Fees**" means any fees paid or to be paid for Products under an Order.

1.7. "**Intellectual Property Rights**" means copyrights, trademark rights, patent rights, trade secrets, moral rights, rights of publicity, authors' rights, contract and licensing rights, goodwill, and all other intellectual property rights as may exist now or hereafter come into existence, including all renewals and extensions thereof, in any jurisdiction.

1.8. "**MinIO Materials**" means all MinIO proprietary materials, including but not limited to Intellectual Property Rights for all Products and Documentation, MinIO's processes and methods, and/or materials distributed by MinIO during any presentations, proof of concepts, or demonstrations of the Products.

1.9. "**Order**" means a MinIO-approved written order form/sales proposal, purchase order, or similar ordering document for Products submitted by Vendor.

1.10. "**Personal Data**" has the same meaning defined in the Data Processing Agreement under Section 13.1.

1.11. "**Products**" means collectively, the MinIO products, Software, Deployment Services, and Support Services, including all Updates and Upgrades

1.12. "**Software**" means any MinIO's proprietary object storage software application in object code form, MinIO software, utility, tool, or other computer or program code provided directly or indirectly to Vendor in object (binary) code only, as well as any copies (whether complete or partial) made by or on Vendor's behalf. The term "Software" also includes any Updates and Upgrades (as defined below). For clarity, "Software" expressly excludes any source code, which is not licensed under this Agreement.

1.13. "**Subscription Term**" means the Initial Subscription Term and any and all Renewal Subscription Terms (as defined in Section 6.2), collectively.

1.14. "**Support Services**" means the support services provided by MinIO with respect to each applicable MinIO Product described at https://min.io/legal. For clarity, MinIO only provides Support Services for AIStor Enterprise Lite and AIStor Enterprise Plan purchases.

1.15. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to this Agreement or any MinIO Products, other than taxes based on the net income of MinIO.

1.16. "**Term**" is as defined in each Order.

1.17. "**Unit**" means the amount of data under management by the Software.

1.18. "**Updates and Upgrades**" means all enhancements, modifications, and corrections made to the Products by MinIO, including subsequently released versions of the Products or other new features, functionality or enhancements to the Products made available directly or indirectly to Vendor. For clarity, Updates and Upgrades do not include any additional features or enhancements made available to Vendors or end users by MinIO licenses separately or for an additional fee.

1.19. "**Usage Limit**" means the maximum number of Units that Vendor has purchased, as identified in an Order.

1.20. "**Vendor Combined Product**" is as defined in each Order.

2. DELIVERY; LICENSE; RESTRICTIONS.

2.1. **Delivery.** MinIO has delivered, or will deliver within a reasonable time after Effective Date, one copy of the Software and Documentation to Vendor.

2.2. **License to Software and Documentation.** Subject to the terms and conditions of this Agreement and during the Subscription Term, MinIO grants to Vendor a limited, worldwide, non-exclusive, non-transferable, non-assignable, revocable license, without the right to sublicense (except as set forth in Section 2.3) to: (i) pursuant to an Order and up to but not exceeding the Usage Limit, integrate, without modification, the Software (in object code form) with a Vendor Combined Product and distribute them solely as part of such offering; and (ii) internally use the Software and Documentation solely as necessary to deploy, operate, maintain, or support Vendor Combined Product under this Agreement.

2.3. **End User Sublicensing.** Vendor may sublicense to End Users the right to use the Software and Documentation solely as incorporated into the Vendor Combined Product, subject to the restrictions in each Order, and under the terms of a license agreement ("End User Agreement") that contains terms and conditions that are at least as restrictive and protective of MinIO as are the terms and conditions contained in this Agreement, and contain no rights or obligations inconsistent with this Agreement. At a minimum, each End User Agreement shall include: (i) restrictions on reverse engineering, modification, use, and redistribution of the Software; (ii) disclaimer of warranties by MinIO; (iii) limitation of MinIO's liability; and (iv) export control compliance obligations. Upon MinIO's request, Vendor shall provide MinIO with a copy of its then-current form of End User Agreement. Vendor shall ensure that each End User enters into the End User Agreement prior to accessing the Software and Documentation and acknowledges that nothing in this Agreement shall create any relationship or other obligation between MinIO and an End User. Vendor will not hold itself out as an agent of MinIO or purport to make any representations or warranties on behalf of MinIO to an End User.

2.4. **Restrictions.** Except as explicitly provided in this Agreement or required by applicable law, Vendor will not, and will not permit or authorize End Users or other third parties to, directly or indirectly: (i) copy, modify, enhance, or otherwise create derivative works of the Products or Documentation, in whole or in part; (ii) distribute, sell, sublicense, transfer any rights in, or otherwise make the Products, or part thereof, available on a standalone basis; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove or alter any proprietary notices from the Products or Documentation; (v) use the Products in violation of applicable laws, including to transmit malicious code or unlawful content; (vi) access or use the Products to build a competitive product or service, or copy any ideas, features, functions or graphics of the Products; (vii) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (viii) attempt to gain unauthorized access to the Products or its related systems or networks; (ix) remove or otherwise interfere with any part of the Products designed to monitor Vendor's compliance with this Agreement and the Usage Limits; (x) conduct penetration testing, load testing,or public benchmarking without MinIO's prior written consent; (xi) access or use the Products from a location prohibited by U.S. trade sanctions; (xii) use the Software in a manner that imposes open source obligations on MinIO or its proprietary code; (xiii) grant any governmental authority rights beyond ordinary End User rights; or (vix) otherwise use the Products except as expressly permitted hereunder. Without limiting the

foregoing, Vendor will not use the Products in a way that (a) imposes or could impose a requirement or condition that any Products or part thereof (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making modifications or derivative works, or (iii) be redistributable at no charge, or (b) otherwise imposes or could impose any other material limitation, restriction, or condition on the right or ability of MinIO to use or distribute the Products. Vendor agrees not to provide MinIO access to any content other than Vendor Content. Nothing herein limits Vendor's rights under MinIO's open-source software.

2.5. **Vendor's Access, Use, Responsibilities, and Compliance.** Vendor agrees to only access and use the Products in accordance with this Agreement, applicable laws, and the applicable Documentation, including any relevant Products usage guidelines. Vendor and MinIO agree to work together in good faith to promptly resolve any unauthorized access or use of the Products by Vendor. Vendor acknowledges and agrees that: (i) MinIO is not responsible for ensuring Vendor's compliance with any laws or regulations applicable to Vendor's use of the Products; (ii) Vendor is solely responsible for obtaining any necessary consents, authorizations, or approvals required for its use of the Products, including but not limited to those related to the processing of Personal Data; (iii) MinIO shall not be liable for any fines, penalties, or damages arising from or relating to Vendor's failure to comply with applicable laws or regulations; (iv) Vendor is responsible for all activity of Authorized Users and for Authorized Users' compliance with this Agreement; (v) it shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Personal Data; (b) prevent unauthorized access to, or use of, the Products, and notify MinIO promptly of any such unauthorized access or use; and (c) comply with all applicable laws and/or regulations in using the Products; and (vi) Vendor is solely responsible for its connection to the Internet or any equipment or third-party licenses and hardware necessary for Vendor to use the Products.

2.6. **Non-Exclusive Relationship.** MinIO reserves the unrestricted right to market, distribute, and sell the Products worldwide, including without limitation through original equipment manufacturers, value added resellers, managed service provider, and other third-party intermediaries and directly to end users.

3. PROPRIETARY RIGHTS

3.1. **MinIO Ownership.** The Products and Documentation are licensed, not sold, to Vendor. MinIO and its licensors own and retain all rights, title, and interest in and to the MinIO Materials, Products, and Documentation, including but not limited to all Intellectual Property Rights inherent therein. No rights or licenses are granted to Vendor except as expressly set forth in this Agreement. Any rights not explicitly granted to Vendor herein are reserved by MinIO.

3.2. **Protection of Intellectual Property.** Vendor acknowledges that the Products and Documentation contain proprietary and Confidential Information (as defined below) of MinIO, including but not limited to trade secrets, algorithms, and source code. Vendor agrees to take all reasonable measures to protect the confidentiality of the Products and Documentation and to prevent any unauthorized access, use, or disclosure.

3.3. Vendor Ownership. All rights and title in and to the Vendor Data and Vendor Content (as defined below), including all Intellectual Property Rights inherent therein, belong exclusively to Vendor. No rights are granted to MinIO other than as expressly set forth in this Agreement.

3.3. **Feedback and Usage Data.** If Vendor provides any feedback, advice, suggestions, guidance, recommendations or other information relating to MinIO's business, technology, services, the Products, or Documentation (collectively, "Feedback"), MinIO shall own all rights, title, and interest in and to such Feedback. Where MinIO collects data that is derived from Vendor's usage, configuration, deployment access, performance and operation of the Software and SUBNET ("Usage Data"), MinIO shall own all rights, title, and interest in and to such Usage Data. Vendor hereby assigns all rights in such Feedback and Usage Data to MinIO. For clarity, without limiting MinIO's confidentiality and/or security obligations set forth in this Agreement, MinIO reserves the right to use or act upon any Feedback or Usage Data without restriction or obligation to Vendor. MinIO acknowledges that all Feedback and Usage Data is provided "as-is" without any warranty.

4. **SUPPORT SERVICES.** Subject to Vendor's purchase of Support Services and payment of applicable Fees, MinIO will use commercially reasonable efforts to provide Support Services. Vendor is authorized to receive Support Services from MinIO solely in respect of instances of the Software that are: (i) operated, managed and used for the sole benefit of an End User; and (ii) distributed or hosted in accordance with this Agreement. MinIO provides Support Services only for AIStor Enterprise Lite and AIStor Enterprise Plan purchases. If Vendor provides Software-related logs ("Vendor Content"), Vendor grants MinIO a limited, irrevocable, fully paid-up license to use such content to provide support, maintain, and improve the Products. Vendor is solely responsible for any service level agreements or performance guarantees made to its with End Users and all End User support requests related to the Vendor Combined Product.

5. **MINIO RIGHTS**

5.1. **Audit Rights.** MinIO reserves the right to audit Vendor's use of the Products and Documentation to ensure compliance with this Agreement. Such audits may be conducted by MinIO or an independent third-party auditor, during normal business hours upon reasonable written notice. Vendor shall maintain complete and accurate records of its use of the Products for at least three (3) years following each Subscription Term. If an audit reveals any unauthorized use of the Products or Documentation or use beyond the Usage Limit, Vendor shall promptly pay MinIO any applicable Fees and reimburse MinIO for the costs of the audit.

5.2. **Suspension.** MinIO reserves the right to suspend Vendor access to or download of Products in the event (i) Vendor's use of the Products represents an imminent threat to MinIO's network, (ii) Vendor breaches Section 2.4 (Restrictions), Section 5.6 (Reporting; True Up) or any other provision of this Agreement that would cause MinIO material risk; (iii) Vendor's account is ten (10) days or more overdue; or (iv) if directed by a court or competent authority. In such case and where practicable, MinIO will use reasonable efforts to provide Vendor with prior notice of the suspension (email sufficing), and promptly restore access once resolved.

6. **FEES AND PAYMENT**

6.1. **Orders.** Vendor will submit all Orders to MinIO electronically. Each Order will be based on, and refer to, a valid and current price quotation (where applicable) and will include a description of the Vendor Combined Product, relevant Product information, appropriate legal entities, "ship to" and "bill to" locations (where applicable) and requested delivery date (where applicable). All Orders are subject to acceptance by MinIO.

6.2. **Payment and Taxes.** Unless otherwise agreed to in an Order, Vendor agrees to pay Fees for the Products ordered within thirty (30) days after the date of MinIO's invoice date. Credit is subject to MinIO's approval, and any terms related thereto may change at any time and in MinIO's sole discretion. All Fees, expenses, and other amounts paid under the Agreement are non-refundable and payment obligations are non-cancelable, except as provided in this Agreement, or were prohibited by law. Late payments are subject to an interest rate of one and a half percent (1.5%) per month, or the maximum permitted by applicable law, whichever is greater. If Vendor is purchasing via a credit card, then Vendor (i) authorizes MinIO to charge Vendor's required card for all amounts due; and (ii) agree to provide updated credit card information to MinIO as needed to pay the Fees or others owed. Fees do not include reasonable Taxes or service provider fess (such as payment processor or vendor management), and Vendor agrees to pay or reimburse MinIO such amounts. Vendor must pay the Fees and expense without withholding or deduction. If Vendor is required to withhold or deduct Taxes from the Fees or expenses, then Vendor agrees to increase the amount payable to MinIO by the amount of such Taxes so that MinIO receives the full amount of Fees and expenses. If Vendor is tax-exempt, then Vendor will provide MinIO with tax exemption certificates or other documentation acceptable to the taxing authorities not later than thirty (30) days from the date Vendor places an Order with MinIO. If Vendor does not provide such documentation to MinIO, MinIO reserves the right to include such taxes in the invoice. In addition to the stated prices, Vendor is responsible for all applicable duties, license fees and Taxes for Products shipped across international borders in accordance with the applicable trade term specified or as otherwise may apply. For Vendors outside of the United States, (a) the Fees will be grossed up to include any local withholding tax due which, if due, will be payable by the Vendor to the relevant tax authorities; (b) any Value Added Taxes (VAT) due is the responsibility of Vendor under any local reverse charge mechanism; and (c) Vendor must provide evidence of its VAT registration status to support the application of the reverse charge mechanism.

6.3. **Remedies for Non-Payment.** Vendor's payment of an amount less than the invoice amount will not be deemed as acceptance of payment in full, nor will any endorsement or statement on any check or letter accompanying any payment or check be deemed an accord and satisfaction. MinIO may accept such payment without prejudice to MinIO's right to recover the balance of any amount due or pursue any other remedy provided for in this Agreement, or by law or in equity. MinIO has the right to apply any payment received from Vendor to any account of Vendor which is due and/or delinquent. If Vendor fails to make timely payment, in addition to all other available remedies, MinIO will have the right to decline to make further deliveries of Products or provide further services to Vendor.

6.4. **Fees.** Fees are determined by the Usage Limit associated with the applicable MinIO Products as described in an Order. Vendor agrees to order and pay for the appropriate type and quantity of MinIO Products based on the Usage Limit Vendor uses or deploys.

6.5. **Excess.** If during the Subscription Term, Vendor's Usage Limit exceeds what Vendor ordered and paid for, Vendor shall promptly report to MinIO the amount of additional Usage Limit used or deployed and the date(s) on which they were used or deployed in excess. MinIO will invoice Vendor and Vendor agrees to pay for the additional Usage Limit Fees.

6.6. **Reporting; True Up.** Except where the Product is used in an "air-gapped" environment, Vendor will not interfere with any feature or function that reports usage of the Product. If MinIO is unable to remotely monitor usage of the Product, then Vendor will submit a

report (the “Report”) specifying Vendor’s actual usage of the Product at the frequency specified in the Order, including any usage in excess of the Usage Limit. Reports will include all documentation necessary for MinIO to verify the amounts in the Report and Vendor will promptly provide any documentation reasonably requested by MinIO.

7. **TERM; TERMINATION.**

7.1. **Term.** This Agreement is effective from the Effective Date throughout the Subscription Term.

7.2. **Order Term.** For Products purchased via an Order, the initial term of Vendor’s subscription to the purchased Products will begin on the start date set forth in an Order and will continue for the period of time stated in the Order (“Initial Subscription Term”) and may be renewed for successive periods (“Renewal Subscription Term”).

7.3. **Termination for Material Breach.** Either Party may terminate this Agreement and any Order: (i) if the other Party is in material breach of any of the terms and conditions of this Agreement and does not cure such material breach within thirty (30) days of receiving written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. MinIO may, without limitation to any of its other rights or remedies, terminate this Agreement or any Order upon ten (10) days’ notice if Vendor fails to timely pay any undisputed when due.

7.4. **Effect of Termination.** Unless this Agreement is terminated by MinIO under Sections 7.3, all active Orders will survive termination of this Agreement. Upon expiration or termination, each Party will return or destroy the other Party’s Confidential Information. If MinIO terminates due to Vendor’s breach or non-payment, Vendor shall pay all Fees for the remaining Order term, whether or not accrued. Upon termination of this Agreement, Vendor must cease all use of the Products and all rights to use any Products and related Documentation licensed under this Agreement shall automatically cease. The following provisions, including any provision which by its nature shall survive, shall survive the termination of this Agreement and all Orders: Section 3 (Proprietary Rights), Section 8 (Confidential Information), Section 7.4 (Effect of Termination), Section 9.6 (Warranty Disclaimer), Section 11 (Vendor Indemnification), Section 12 (Limitation of Liability), and Section 15 (General Provisions).

8. **CONFIDENTIAL INFORMATION**

8.1. **Definition.** As used herein, “Confidential Information” means all confidential and proprietary information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including, to the extent permitted by applicable law, the terms and conditions of this Agreement (including pricing and other terms reflected in all Orders hereunder), the Vendor Data, the Products, the MinIO Materials, MinIO’s security information and reports, and each party’s respective business and marketing plans, technology, and technical information, product designs, and business processes.

8.2. **Exceptions.** The obligations in this Section 8 shall not apply to any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party and

without an obligation of confidentiality; (iii) was independently developed by the Receiving Party without the use of or reference to the Confidential Information of the Disclosing Party; or (iv) is lawfully received from a third party without breach of any obligation owed to the Disclosing Party and without an obligation of confidentiality.

8.3. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Either party may disclose Confidential Information on a need-to-know basis to (i) its personnel, auditors and Affiliates who are subject to the same confidentiality obligations, and (ii) its attorneys and accountants who are either subject to professional obligations of confidentiality or have agreed to be bound by confidentiality obligations at least as protective as those set out herein.

8.4. **Protection.** The Receiving Party will use at least the same level of care to prevent unauthorized use of the Disclosing Party's Confidential Information as it uses for its own Confidential Information, but in no event less than a reasonable standard of care.

8.5. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall (i) provide the Disclosing Party with prior notice of such compelled disclosure, to the extent legally permitted; (ii) provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure, and (iii) only disclose that portion of Confidential Information that is necessary to comply with the law.

8.6. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) or the Disclosing Party reasonably believes that the Receiving Party may disclose or use any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, or if the Receiving Party is compelled to disclose (or is likely to become compelled to disclose) any Confidential Information of the Disclosing Party pursuant to Section 8.5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts or seek a protective order regarding such acts.

9. **WARRANTIES.**

9.1. **Mutual Warranties.** Each party represents and warrants to the other that: (i) it has full power and authority to enter into and perform this Agreement; (ii) this Agreement constitutes a legal, valid, and binding obligation of such Party; and (iii) the execution, delivery, and performance of this Agreement does not violate any applicable law or existing contractual obligations

9.2. **MinIO Warranties.**

9.2.1. MinIO represents and warrants that the Software will substantially conform to the Documentation when used in accordance with this Agreement and the Documentation.

9.2.2. If MinIO is providing Deployment Services to Vendor, MinIO represents and warrants that the Deployment Services will be performed in a professional manner in accordance with industry standards for like services.

9.2.3. If MinIO is providing Support Services to Vendor, MinIO represents and warrants that the Support Services will be performed in a professional manner in accordance with industry standards for like services, but does not guarantee that every question or problem will be resolved. MinIO's obligation to provide Support

Services does not include services requested as a result of causes or errors which are not attributable to MinIO or its authorized agents. If, upon investigating the cause of the incident, MinIO determines that there is a defect in the Product, MinIO will provide a remedy in the form of a workaround, or another version of the Product that includes a bug fix for the defect. Vendor agrees to provide reasonable support information necessary to understand and resolve the incident, which may include access to Vendor's account, configuration files and/or error messages.

9.3. **Warranty Remedies.** If Vendor reasonably believes the warranty in Section 9.2.1 has been breached, Vendor must notify MinIO of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and MinIO shall promptly correct the non-conformity at its own expense if a breach of the relevant warranty occurred. If Vendor believes the warranty in Section 9.2.2 has been breached, Vendor must notify MinIO of the breach no later than thirty (30) days following the date the Deployment Services were provided, and MinIO shall promptly correct or re-perform the Deployment Services if a breach of the warranty occurred. The remedies stated in this Section 9.3 are the sole remedies, and MinIO's sole obligation, with respect to Products that fail to comply with the foregoing warranties including the warranties described in Section

9.4. **Vendor Warranties.** Vendor represents and warrants that (i) it will use the Products in compliance with all laws, rules and regulations applicable to its use; and (ii) it has obtained, and/or will obtain, all applicable third-party licenses necessary to operate any third-party software required in connection with the use of the Products and for MinIO to freely and without interruption perform Products, if applicable. MinIO is not liable or responsible for Vendor's failure to obtain any such licenses.

9.5. **Export Controls and Sanctions:** Vendor acknowledges that Products, Support Services, and any related technology provided by MinIO are subject to U.S. and applicable international export control laws and regulations and trade sanctions. Vendor agrees to comply, and will contractually require End Users to comply, with all applicable export and reexport control laws and regulations and trade sanctions, including the Export Administration Regulations maintained by the U.S. Department of Commerce and trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the regulations outlined in this Section. Vendor agrees not to—directly or indirectly—sell, export, reexport, transfer, or divert any product, software, technology, or service provided by MinIO (including any item incorporating, developed with, or based on any such item provided by MinIO) to any destination, entity, or person or for any end use prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Additionally, Vendor warrants that it is not, and that it is not owned or controlled by, and will not provide Products or Support Services or any related technology to any individual or entity who is: (i) incorporated or located in or a resident of a country or territory prohibited by the United States; or (ii) a restricted or prohibited party as specified in the regulations listed above including but not limited to being listed on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons.

9.6. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, MINIO DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. THE PRODUCTS AND SUPPORT

SERVICES ARE PROVIDED ON AN “AS-IS” BASIS, AND MINIO MAKES NO WARRANTY THAT THE PRODUCTS OR SUPPORT SERVICES WILL BE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. MINIO EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE VENDOR’S OR END USER’S USE OF THE PRODUCTS OR SUPPORT SERVICES OR ANY DECISIONS VENDOR OR END USER MAKES AS A RESULT OF USING THE PRODUCTS. VENDOR AND END USERS WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF MINIO TO ANY THIRD PARTY.

10. **MINIO INDEMNIFICATION.**

10.1. **Infringement Defense.** This Section 10.1 only applies with respect to Orders by Vendor for all AIStor Enterprise Lite and AIStor Enterprise Plan. MinIO will defend Vendor from any third party claims that the Products, as delivered and used in accordance with this Agreement and Documentation, infringes or misappropriates any any patent, copyright, or registered trademark of any third party in the United States, the European Union, or the United Kingdom, and will indemnify Vendor for any damages finally awarded against Vendor (or any settlement entered into by MinIO) in connection with such claim, provided that: (i) Vendor gives MinIO prompt written notice of the claim; (ii) MinIO has full and complete control over the defense and settlement of the claim; (iii) Vendor provides assistance in connection with the defense and settlement of the claim as MinIO may reasonably request; and (iv) Vendor complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

10.2. **Mitigation.** This Section 10.2 only applies with respect to Orders by Vendor for all AIStor Enterprise Lite and AIStor Enterprise Plan. If the Products becomes, or in MinIO’s opinions is likely to become, the subject of an infringement or misappropriation claim, MinIO may. at its option: (i) procure rights for Vendor’s continued use of the applicable Products; (ii) replace or modify the allegedly infringing portion of the applicable Products Documentation without reducing its overall functionality; or (iii) terminate access to the affected Products or Documentation and refund to Vendor any pre-paid, unused fees for the terminated portion of the Term for the affected Order.

10.3. **Exceptions.** This Section 10.3 only applies with respect to Orders by Vendor for all AIStor Enterprise Lite and AIStor Enterprise Plan. MinIO will have no liability or obligation under this Section 10 with respect to any claim if such claim is caused in whole or in part by: (i) Vendor’s use of a Products not in accordance with the Documentation; (ii) modification of a Products or Documentation by anyone other than MinIO; (iii) the combination, operation, or use of any Products or Documentation with any third party hardware or software where the Product or Documentation would not by itself be infringing absent such combination, operation, or use; (iv) Vendor’s failure to make a change or modification requested by MinIO, to implement or configure the Product in a manner set forth by MinIO, or to cease using the Products or Documentation if requested by MinIO; (v) Vendor’s continued use of an infringing version of the Products or Documentation after MinIO has provided a non-infringing version and notified Vendor of its availability; (vi) MinIO’s open source software; (vii) third party hardware or software; (viii) MinIO’s compliance with, or use of, designs, specifications, inventions, instructions, or technical information furnished by or on behalf of Vendor; (ix) Vendor’s use of the

Products or Documentation outside of the scope of the license granted to the Vendor; or (x) Vendor Combined Product.

10.4. **Sole Remedy.** THIS SECTION 10 STATES MINIO'S SOLE AND EXCLUSIVE LIABILITY, AND VENDOR'S SOLE AND EXCLUSIVE REMEDY, FOR THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT BY THE PRODUCTS OR DOCUMENTATION.

11. VENDOR INDEMNIFICATION.

11.1. **Defense of Claims.** Vendor will defend MinIO and its affiliates and its employees, directors, agents, and representatives ("MinIO Indemnified Parties") from any actual or threatened third party claim arising out of or based upon (i) Vendor's performance or failure to perform under this Agreement; (ii) any claims by an End User or based on a Vendor Combined Product; (iii) any claim that a Vendor Combined Product infringes or misappropriates the intellectual property rights of any person (except to the extent such infringement claim directly arises from the Products or Documentation, as provided without modification to Vendor by MinIO); or (iv) Vendor's violation of Sections 2.4 (Restrictions) or 2.5 (Vendor's Access, Use, Responsibilities, and Compliance) of this Agreement. The MinIO Indemnified Parties will: (a) give Vendor prompt written notice of the claim; (b) grant Vendor full and complete control over the defense and settlement of the claim; and (c) assist Vendor with the defense and settlement of the claim as Vendor may reasonably request.

11.2. **Indemnification.** Vendor will indemnify each of the MinIO Indemnified Parties against (i) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 11.1; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Vendor's consent after Vendor has accepted defense of such claim); and (iii) if any proceeding arising under Section 11.1 is settled, Vendor will pay any amounts to any third party agreed to by Vendor in settlement of any such claims.

12. LIMITATION OF LIABILITY.

12.1. **Indirect Damages.** EXCEPT FOR VENDOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, VENDOR'S INDEMNIFICATION OBLIGATIONS, AND VENDOR'S BREACH OF SECTION 2.4 (RESTRICTIONS), TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE (INCLUDING DAMAGE TO BUSINESS REPUTATION OR GOODWILL), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF THE PRODUCTS.

12.2. **Direct Damages.** EXCEPT FOR VENDOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, VENDOR'S INDEMNIFICATION OBLIGATIONS, VENDOR'S BREACH OF SECTION 2.4 (RESTRICTIONS), AND VENDOR'S OBLIGATION TO PAY FEES, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT, THE DPA, AND ALL ORDERS SHALL BE LIMITED TO THE TOTAL FEES PAID AND/OR PAYABLE TO MINIO FOR THE APPLICABLE PRODUCT GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO THE FIRST CLAIM. NO EVENT

SHALL MINIO HAVE LIABILITY FOR PRODUCTS VENDOR ACCESSED, USED, DOWNLOADED, OR INSTALLED VIA OPEN-SOURCE. THE LIMITATIONS OF LIABILITY IN THIS SECTION 12 WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 12 REFLECT THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12.3. **Form of Action.** The exclusions and limitations in this Section 12 apply (i) to the maximum extent permitted by applicable law; and (ii) whatever the form of action, whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise, even if the other party has been told in advance of the possibility of such damages or losses or such damages or losses were reasonably foreseeable.

13. DATA PRIVACY AND SECURITY

13.1. **Data Privacy.** In the event MinIO has access, use, or processes Personal Data, the Parties shall comply with the privacy and security terms of the Data Processing Agreement located at https://min.io/legal ("DPA") which is incorporated into this Agreement by reference. MinIO will control or process (as applicable) any Personal Data in accordance with its Privacy Policy and the DPA. Vendor consents to such processing as necessary for the performance of this Agreement.

13.2. **Security.** MinIO is certified under ISO 27001 and System and Organization Controls (SOC) 2, Type II standards ("Certifications") and is audited annually by an independent third party to ensure its ongoing compliance with these certifications. Upon written request and subject to MinIO's sole discretion, MinIO agrees to provide Vendor with a copy of its most recent ISO 27001 certificate and/or SOC 2, Type II report. MinIO will take appropriate steps to ensure compliance with the Certifications by its employees, contractors and subcontractors/sub-processors to the extent applicable to their scope of performance. Vendor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect the Software and any MinIO Confidential Information in its possession.

14. GENERAL.

14.1. **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld), except that either Party may assign this Agreement in its entirety, upon written notice but without the consent of the other Party, to (i) an Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided that Vendor may not assign to a direct competitor of MinIO without MinIO's prior written consent. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section 14.1 shall be void and of no effect. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. MinIO may freely subcontract the Support Services to be provided under this Agreement to third parties.

14.2. **Anti-Corruption.** In performing this Agreement, the Parties agree to comply at all times with the applicable laws related to money-laundering, bribery, and anti-corruption,

including the Foreign Corrupt Practices Act of 1977, the UK Anti-bribery Act of 2010, and any other applicable anti-corruption legislations ("Anti-corruption Laws"). Each Party represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.3. **Third Party Beneficiaries.** This Agreement is binding on the Parties to the Agreement, and other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit, or remedy.

14.4. **Severability**. If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

14.5. **Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

14.6. **Notices.** Except as otherwise provided herein, all notices under this Agreement must be in writing, in English, and sent to the addresses specified by the Parties. All notices are deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices regarding a legal claim. All notices to MinIO shall also be sent to legal@minio.io.

14.7. **Independent Contractors.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Each Party is solely responsible for supervision, control, and payment of its personnel. MinIO may subcontract services to third parties or Affiliates so long as (i) subcontractors agree to protect Vendor's Confidential Information in a manner consistent with this Agreement, and (ii) MinIO remains responsible to Vendor for performance of its obligations in connection with this Agreement.

14.8. **Force Majeure.** Except for the obligation to pay money, neither Party will be liable for any failure or delay it its performance under this Agreement due to any cause beyond its reasonable control, including, without limitation, an act of war, government, terrorism, an earthquake, flood, weather, accident, embargo, riot, sabotage, or labor shortage or dispute, or the failure of the Internet, phone system, or any public utility. The delayed party shall give the other party notice of such cause and shall use commercially reasonable efforts to correct such failure or delay in performance.

14.9. **Third Party Software or Hardware.** Our partners may provide the Products with third party software or hardware that are not a part of the Products. These third-party software and hardware are not required to run the Products and are subject to their own terms. The terms either (i) accompany the third-party software or hardware; (ii) can be viewed online at the relevant third party's website; or (iii) obtained from the applicable third-party. If Vendor does not agree to abide by the applicable terms for such third-party hardware or software, then Vendor shall not use them. \

14.10. **United States Government Vendors.** This Section only applies to Public Sector Vendors as defined below:

14.10.1. "Public Sector Vendors" are Vendors authorized to use Products pursuant to an Order under the Agreement and are a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal

Supply Schedule Contract, as defined in GSA Order OGP 4800.2I or its successor) but only to the extent the Products are being used in Vendor's user's official capacity as a U.S. Federal Government official, employee or agent for the Vendor's and its Affiliates internal use ("Official Use").

14.10.2. The Products and its Documentation are "Commercial items," "Commercial computer software," and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplemental ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

14.10.3. MinIO acknowledges that U.S. Federal Agencies may be required to disclose information requested under the Freedom of Information Act as set forth in 5 U.S.C. §552 ("FOIA") unless an exemption applies. The Documentation, Products, and MinIO Materials are MinIO's Confidential Information. Public Sector Vendor must notify MinIO in writing prior to releasing any Documentation, Products, and/or MinIO Materials in response to a FOIA request and will provide MinIO the opportunity to review and object to the proposed disclosure.

14.10.4. Section 11 (Vendor Indemnity) shall not apply to Public Sector Vendor.

14.11. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of California, United States without regard to its conflict of laws principles. The Parties hereto exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction that may be implemented in connection with this Agreement.

14.12. **Venue.** For any disputes arising out of or related to this Agreement, Vendor and MinIO each consent to the exclusive personal jurisdiction and venue in the state or federal courts located in Santa Clara County, California, United States.

14.13. **Modification or Substitution of Products.** MinIO has the sole discretion, at any time, to change, substitute, or modify the Products. MinIO will use commercially reasonable efforts to provide at least thirty (30) calendar days' prior notice when any Product is no longer going to be available for purchase.

14.14. **Modifications, Variations, and Updates.** Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. Any updated terms shall become effective upon Vendor upon posting online. Any terms, conditions or other provisions set forth on any Vendor's purchase order, procurement portal, request for proposal (or other questionnaire), preprinted form, or other non-MinIO ordering document are hereby rejected by MinIO and shall be null and void. MinIO reserves the right to update this Agreement without prior notice to Vendor and post new terms online.

14.15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the Products and supersedes all prior agreements, proposals, understandings, or representations, whether written or oral, concerning the subject matter herein. The Parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties set forth in this Agreement.