Terms of Service

These terms of service form a contract between SIA "Kubernetes Services", registration number: 40203371354, registered seat at Jelgava, 2.līnija 1-3, LV-3003, Latvia ("Service Provider"), and you ("Partner" or "You").

Please read the terms and conditions of this Agreement carefully before accepting, or before using any related products, benefits, and services or any part thereof, or any other product which Kubernetes Services makes available to You.

If you place an order via https://kubernetesservice.com/, click "Agree", sign Services Agreement, or take any other affirmative action indicating your acceptance of the terms of this Agreement, whichever is earlier, you are bound by these terms, and any other document incorporated by reference in any of the aforesaid documents.

Please note that your use of services are expressly made conditional on your assent to the terms and conditions set forth herein. If You are using Our Services for an organization, You are agreeing to these Terms on behalf of that organization and in these Terms, "You" or "Your" refers to that organization. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and should not use the Services and/or Websites. Therefore, the terms "Partner" or "You" or a related capitalized term herein shall refer to such company and its Affiliates.

Please note that all orders are subject to Kubernetes Services acceptance. Kubernetes Services may decline or cancel any order for any reason at any time prior to the commencement of such order.

All the aforesaid documents, including their attachments (if any), are expressly incorporated herein by reference, and are collectively referred to as the "Agreement".

In these Terms, You and We are individually referred to as a "Party" and collectively as "Parties". You, as an individual, must be eighteen (18) years or older to access the Websites and register for and use the Services.

Definitions

"Affiliate" means an entity that owns, is owned by, or is under common ownership with an entity. Ownership means control of more than 50% of the equity interests of, or the right to direct the management of, an entity for so long as such control exists.

"Confidential Information" means a party's non-public information, know-how, or trade secrets that (a) the party designates as being confidential; or (b) given the nature of the disclosure or circumstances surrounding the disclosure, reasonably should be treated as confidential by the receiving party. Confidential Information does not include information that: (1) the receiving party already knew without an obligation to maintain the information as confidential; (2) the receiving party received from a third party without breach of an obligation of confidentiality owed to the other party; (3) the receiving party independently developed; or (4) becomes publicly known through no wrongful act of the receiving party.

"Force Majeure Event" refers to any event that (a) arises after the effective date of the Agreement, (b) is not caused by and is beyond the reasonable control of the affected party, (c) could not have been prevented and cannot be overcome through reasonable efforts of the affected party, and (d) materially affects the affected party's performance under this Agreement. Force Majeure Events may include fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of or material change in Laws or other acts of government) that materially affect performance under this Agreement. A Force Majeure Event does not include theft or loss, or events caused by the negligent or intentional acts or omissions of the affected party. "Laws" means any and all applicable international, national, and local laws (including regulations and binding judicial law) as amended, extended, repealed and replaced, or reenacted. The terms "legal", "legal or regulatory", and "legally" shall be interpreted as relating to Law.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process," "Processes" and "Processed" will have a corresponding meaning.

"Products" means online services, tools, software, or professional support or consulting services as defined in the Agreement.

"Representatives" means the employees, agents, contractors, advisors and consultants (each acting in such respective capacity) of a party or its Affiliate.

"Customer" means an entity authorized to use Product(s) for its internal business purposes and not for sale.

"Intellectual Property" means intellectual property rights (including, but not limited to, patents, patent applications, trade secrets, trademarks, trade names, service marks, logos, moral rights, or any other copyrights inherent thereunder, along with any registrations and applications to register, as applicable), tangible and intangible materials or information which may be continually under development, modification or improvement, including, but not limited to, software, source code, object code, routines, tools, documentation, methodologies, techniques, algorithms, inventions, ideas, databases, and know-how.

"Partner" means an entity to whom the Services are provided.

"Billable Rate" means standard hourly billable rate of 150 EUR applied for delivery of Kubernetes Services Professional Services.

"Party" means Kubernetes Services or Partner as the context requires, "Parties" shall be construed accordingly.

"Service Delivery Protocol" means document specifying services delivered, time spent and applicable Billable rate.

"Professional Services" means consulting services as requested by Partner and accepted upon delivery of Service Delivery Protocol.

"Documentation" means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services provided or made available by Us to You or Users through the Services or otherwise.

General

1. Assignment. Neither Party can transfer or assign this Agreement, in whole or in part, or delegate any of its duties hereunder, to a third party by change in control, operation of law, or otherwise, without the prior written consent of the other Party.
2. Independent contractors. Any use of the term "partner" is for reference purposes only. The parties are independent contractors and do not intend to create an employer-employee

relationship, partnership, joint venture, agency relationship, or fiduciary relationship. Neither party nor any of its Representatives may make any representation, warranty, or promise on behalf of the other party.

3. Amendments. This Agreement and its annexes may be amended only when duly executed by the Parties in writing. Notwithstanding the foregoing, Kubernetes Services reserves the right to amend this Agreement and/or Documentation, from time to time and at its sole discretion, by sending a new version of this Agreement to the Partner or publishing the new versions on the Website. Partner's use of the Services after Kubernetes Services posts a new version of the Agreement or Documentation will constitute Partner's acceptance of the updated Agreement and/or Documentation. Within 15 (fifteen) days after the new Agreement is published, Partner may terminate the Agreement by providing written notice to Kubernetes Services. Changes to the Documentation do not entitle the Partner to terminate this Agreement according to this section.

4. Order of Precedence. In the case of a conflict between any documents in the Agreement that is not expressly resolved therein, their terms will control in the following order, from highest to lowest priority: (1) Statement of Work, (2) Service Delivery Protocol, (3) Service Agreement, (4) Terms of Service (5) any Guide(s), and (6) any terms or documents incorporated into the Agreement by reference or URL. The terms of an amendment control over the terms of the document subject to that amendment and any prior amendments concerning the same document.

5. Survival. Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.

6. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect and shall be construed so as to best effectuate the intention of the parties in executing it.

7. English Language. Unless required by Laws or as otherwise provided in the Agreement, the English language version of all parts of the Agreement controls, and communications and notices under the Agreement must be in the English language to be effective.

8. Business Conduct. Each party will:

(a) conduct its business activities with integrity.

(b) comply with anti-corruption Laws and other Laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering.

(d) refrain from making any unauthorized representation or commitment on behalf of the other party.

(e) ensure that all communications to its customers and to the other party are complete, truthful, accurate, not misleading, and include any required disclosures; and

(f) refrain from retaliating against anyone who has, in good faith, reported a possible violation of the foregoing commitments.

Term; Termination

1. Term. These Core Terms shall remain effective until terminated.

2. Termination without Cause. Either party can terminate Terms at any time without cause, and without intervention of the courts, by giving the other party not less than thirty (30) days' prior written notice. Except as otherwise provided in the Agreement, neither party will have to pay the other party any costs or damages resulting from termination of these Terms without cause.

3. Termination for Cause. If a party breaches any term of these Terms and such breach is curable, then the breaching party shall have thirty (30) days' following written notice of such breach by the non-breaching party to cure. If the breaching party fails to cure the breach within such thirty-day period, unless otherwise mutually agreed, the non-breaching party may terminate these Terms upon written notice to the breaching party. A party will be allowed to cure a breach once; if a party breaches these Terms for the same reason as a prior breach then the other party may terminate these Terms immediately upon written notice to the breaching party. If the breach is not curable, then the non-breaching party may terminate these Terms immediately upon written notice to the breaching party. Either party may also terminate these Core Terms immediately upon written notice to the breaching party due to the other party's: (i) breach of the confidentiality terms, or (ii) failure to comply with the requirements and obligations outlined in the section entitled "Business Conduct".

Professional Services

1. Subject to the terms of this Agreement, Partner may order Professional Services from Kubernetes Services. The Services will be described in Service Delivery Protocol or other specification

document. Acceptance of delivery of Professional Services is done by Partner confirming Service Delivery Protocol.

2. Kubernetes Services will provide Services solely for the Partner's internal business purposes and only in accordance with this Agreement, applicable Documentation, and any other instructions provided to Partner by Kubernetes Services from time to time.

3. Kubernetes Services grants Partner a non-exclusive, non-transferable, royalty-free right to access and use the materials Kubernetes Services provides with the Professional Services internally in connection with the Service during the Term of this Agreement.

4. Nothing in this Agreement will prohibit, restrict or limit Kubernetes Services from performing the same or similar Professional Services for or providing the same or similar work product to any third party.

Order Process

1. Partner orders Professional Services via Partner Agreement, Service Agreement, Statement of Work, request from authorized representative of Partner. Partner's Affiliates are also permitted to order Professional Services with Kubernetes Services that are governed by this Partner Agreement.

2. Purchase Orders. If Partner requires that a purchase order ("PO") be issued before making payment under, Partner must provide to Kubernetes Services such valid PO conforming to the applicable Services request in time for Partner to meet its payment obligations.

3. Modification of Fees Upon Renewal. Kubernetes Services reserves the right to modify the Fees for its Professional Services, effective upon commencement of the next Renewal Service Term of the relevant Order Form(s), by notifying Customer in writing at least thirty (30) days before the end of the then-current Service Term.

Prices and Payment Terms

1. Service fees ("Fees") are billed in accordance with time spent and based on Billable Rate. Custom Billable Rate can be agreed based on volume and commitment period.

2. Invoicing. Unless stated otherwise, Kubernetes Services will invoice Partner on a monthly basis at the end of each billing cycle. With respect to the Products purchased from Kubernetes Services, the billing cycle and invoicing is aligned with each Vendor separately.

3. Payment Terms. All Fees are due within 30 (thirty) calendar days from the invoice day.

4. Out of pocket expenses. The Partner will reimburse Kubernetes Services for reasonable, out-of-pocket travel, and related expenses incurred in performing Services. Kubernetes Services shall notify Partner prior to incurring any such expense.

5. Taxes. All fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature associated with the Platform or any Service. Each Party shall be responsible, as required under applicable law, for identifying and paying all taxes, levies, other governmental fees, and charges (and any fines, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments made under this Agreement.

Warranties

1. Disclaimer of Warranties. Kubernetes Services warrants that Services will be provided according to the Best Industry Practices and will materially comply with applicable Documentation. The warranties in this section shall not apply to the extent of any non-conformance caused by the use of the Services contrary to Kubernetes Services instructions or applicable Documentation. Kubernetes Services expressly disclaims all warranties of any kind with respect to Services, whether express, implied, statutory, or otherwise, oral or written, including but not limited to the implied warranties of merchantability, quality, or fitness for a general or particular purpose, title, non-infringement, accuracy or warranties that Services will be uninterrupted or error-free.

2. Legal Disclaimer. The information contained, without limitation, on the Website and Documentation is provided for informational purposes only, and should not be construed as legal, tax, or management advice. Partner agrees that such information is used at Partner's own risk. Therefore, the Partner bears full responsibility to determine the applicability and accuracy of the information generated by the Platform and/or Service (including Partner Data).

3. No Warranties and Representations. Partner shall not make any warranties or representation, whether written or oral, on behalf of Kubernetes Services or any third-party with respect to Platform and/or Services.

Limitation of liability

1. Exclusion of Liability. In no event shall either Party be liable for any indirect, incidental, or consequential loss/damage suffered by the other Party, arising from or in any way connected with this Agreement.

Indemnification

1. Kubernetes Services Indemnification. Kubernetes Services shall indemnify, defend, and hold the Partner harmless against any claim, lawsuit, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of, or in connection with, claims that Platform infringes the Intellectual Property of any third party.

2. Partner Indemnification. Partner shall indemnify and hold Kubernetes Services harmless against any claim, lawsuit, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees), judgments, or settlement amounts arising out of, or in connection with the Partner's use of Services contrary to the Documentation.

Data Security and Privacy

1. Information Security Controls. Each Party shall be responsible for establishing and maintaining the information security program that includes appropriate technical and organizational measures to (i) ensure the security and confidentiality of Partner Data; (ii) protect against unauthorized access, alteration, destruction, disclosure, loss, or use of Partner Data that could result in substantial harm to Partner; (iii) protect against any anticipated threats or hazards to the security or integrity of Partner Data. Parties acknowledge that Partner remains ultimately responsible for maintaining information security of its systems, equipment (including but not limited to servers, workstations, routers, switches), network, data communication lines, as required to operate the Platform or use the Services.

2. Trained personnel. Each Party shall ensure that any of its personnel and/or contractors authorized to handle Partner Data or Confidential Information have been appropriately trained and are aware of that Party's information security policies and procedures. Each Party must conduct

appropriate information security awareness training for all its personnel and contractors prior to being appointed to work on Partner Data. Thereafter, each party must introduce information security training routines to maintain the appropriate level of information security awareness.

3. Data Breach Notification. Each Party must immediately notify the other Party after becoming aware of any information security breach or suspected breach.

Confidentiality

1. If a separate nondisclosure agreement is in place between Kubernetes Services and Partner, such agreement will govern all Confidential Information exchanged between the parties under the Agreement.

2. Each of the Parties will protect the other's Confidential Information from unauthorized access, use or disclosure in the same manner as each of the Parties protects its own confidential information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of the Parties may use the other's Confidential Information solely to exercise its respective rights and perform its respective obligations under these Terms and shall disclose such Confidential Information solely to those of its respective Affiliates, employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. For purposes of these Terms, Your Confidential Information includes Service Data, and Our Confidential Information includes the Services, Documentation, and the contents of these Terms.

3. Return or Deletion of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the Disclosing Party's earlier request, the Receiving Party will deliver to or delete the Disclosing Party all of the Disclosing Party's property or Confidential Information that the Receiving Party may have in its possession or control. The Receiving Party may retain one copy of the Confidential Information in its legal files.

4. All confidentiality obligations shall remain in force and effect for the Term plus one (1) year. The provisions of this Section 8 (Confidentiality) shall supersede any non-disclosure agreement between the Parties entered prior to these Terms that would purport to address the confidentiality of Confidential Information and such agreement shall have no further force or effect with respect to Confidential Information.