SUPPLEMENTAL EMBEDDED SOFTWARE TERMS
(TO ANACONDA TERMS OF SERVICE)

Last updated: June 9, 2022

By downloading, installing, or using the Embedded Software in an Partner Solution or by using the Partner Solution in which the Embedded Software is pre-installed, you agree to be bound by these Supplemental Embedded Software Terms (the "**Embedded Terms**"), which amend and are incorporated into the Anaconda Terms of Service ("**TOS**"), and the End Customer Agreement, between you ("**End Customer**") and the entity through which you have access to the Embedded Software ("**Partner**"), solely with regard to the Embedded Software hosted and provided by Anaconda, Inc. ("**Anaconda**"). These Embedded Terms, together with the End Customer Agreement and TOS, as applicable, govern all integrations to and from the Embedded Software using the Partner Solution. In the event of any inconsistency between the End Customer Agreement, the TOS, and and these Embedded Terms, these Embedded Terms shall prevail with respect to the Embedded Software, then the End Customer Agreement to the extent of any conflict with the TOS, then the TOS.

By downloading, installing, or using the Embedded Software in any manner, End Customer represents and affirms that End Customer has read, understand, and agree to be legally bound by and comply with these Embedded Terms. If End Customer does not agree with these Embedded Terms, End Customer is not authorized to use the Embedded Software in any manner.

NOTWITHSTANDING THE FOREGOING, IF END CUSTOMER HAS NEGOTIATED A SEPARATE COMMERCIAL AGREEMENT WITH ANACONDA, WHICH GOVERNS END CUSTOMER'S USE OF THE EMBEDDED SOFTWARE, THE TERMS AND CONDITIONS OF SUCH NEGOTIATED AGREEMENT SHALL SUPERSEDE THE TERMS AND CONDITIONS OF THESE EMBEDDED TERMS TO THE EXTENT THEY ARE INCONSISTENT.

1. USE OF THE EMBEDDED SOFTWARE.

1.1 GENERAL GRANT. Anaconda shall own and retain all right, title, and interest in and to the Anaconda Platform, Embedded Software, and all derivatives, features, modifications, and updates thereto. During the term of the End Customer Agreement and subject to End Customer's compliance with the provisions of the End Customer Agreement and these Embedded Terms, End Customer will have a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable right to use the Embedded Software via the Partner Solution for End Customers internal business operations. Except as provided in Section 1.2, End Customer's use of the Embedded Software shall only occur through the Partner Solution made available to End Customer by Partner.

1.2 END CUSTOMER TESTING. Anaconda grants to End Customer (during the testing period) a limited, revocable, royalty-free, nontransferable, non-assignable, nonexclusive Non-Production license to access and use the Anaconda Platform and Embedded Software in End Customer's environment solely to develop, integrate, and test the Embedded Software for End Customer's use within the Partner Solution. End Customer acknowledges and agrees: (i) any Embedded Software furnished to End Customer under this Section 1.2 is provided solely as a convenience for Non-Production Purposes and not for use in a Production Environment outside of the Partner Solution; (ii) this temporary license will not be construed as a license to the Embedded Software, which remains subject to these Terms; (iii) Anaconda retains the exclusive right to choose whether to provide the Embedded Software, in whole or in part; and (iv) Anaconda may, in its sole discretion and without any notice to End Customer, suspend or terminate End Customer's access to the Embedded Software, if End Customer exceeds the scope of this grant, without a separate written agreement with Anaconda. For avoidance of doubt, and subject to the terms and conditions contained herein, End Customer is permitted to modify the Embedded Software to develop bug fixes, customizations, or additional features, solely for the purpose of using the

Partner Solution as defined in, and during the term of, these Embedded Terms and the Customer Agreement. Under no circumstance may End Customer distribute the Embedded Software via an Embedded or Bundled Combination without entering into a separate Embedded Agreement with Anaconda. End Customer shall also not copy or embed elements of the Embedded Software into other applications. In addition, the Embedded Software includes license protection mechanisms that are designed to manage and protect the Intellectual Property Rights of Anaconda. End Customer must not modify or alter those features to try to defeat the Embedded Software use rules that the license protection mechanisms are designed to enforce.

1.3 NO FUTHER USE. Except as expressly set forth herein, no other right, title, or interest is granted to End Customer, express or implied, with respect to the Intellectual Property Rights of Anaconda and/or its licensors. If End Customer wishes to use the Anaconda Platform or any of its functionalities or services other than those included in the Embedded Software, or outside of the Partner Solution, End Customer may visit https://www.anaconda.com/pricing to contract directly with Anaconda for such functionalities or services.

2. END CUSTOMER'S RESPONSIBILITY; RESTRICTIONS.

End Customer will not, and will not authorize any third party to: (i) interfere or attempt to interfere with the proper working of the Embedded Software or any other User's use of the Anaconda Platform, including through abuse of server capacity; (ii) use the Embedded Software for any fraudulent or unlawful purpose; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Embedded Software or any software or data related to the Embedded Software; (iv) copy, alter, modify, or create derivative works of the Embedded Software or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or documentation related to the Embedded Software, or otherwise use the Embedded Software or Anaconda Platform in any way that violates the use restrictions contained in these Embedded Terms or the documentation, including building any products or services that are competitive to the Embedded Software, or using similar ideas, features, functions of the Embedded Software; (v) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Embedded Software; (vi) remove or otherwise alter any proprietary notices or labels from the Embedded Software or any portion thereof; (vii) bypass any measures Anaconda may use to prevent or restrict access to the Embedded Software (or other accounts, computer systems or networks connected to the Anaconda Platform); (viii) scan or test vulnerability of the Embedded Software or related products and services without Anaconda's prior written consent; or (ix) use the Embedded Software in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other jurisdiction, or a third party's proprietary or contractual rights. Anaconda competitors or individuals acting on behalf of an Anaconda competitor may not access the Embedded Software. The Embedded Software may not be accessed for the benefit of third parties, including as service bureau, time-sharing or managed services arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Anaconda.

3. PARTNER SOLUTION.

3.1 NO LIABILITY FOR PARTNER SOLUTION. Notwithstanding any access End Customer may have to the Embedded Software via the Partner Solution, Partner is the sole provider of the Partner Solution. Partner and End Customer alone are entering into a contractual relationship in relation to the Partner Solution. In the event that Partner ceases operations or otherwise ceases or fails to provide the Partner Solution, Anaconda cannot provide the Partner Solution to End Customer nor refund End Customer any fees paid by End Customer to Partner.

3.2 NO OBLIGATION FOR SUPPORT. All technical support, questions, complaints, or claims related to the Partner Solution and the Embedded Software will be provided by Partner. End Customer may not contact Anaconda

for any technical support, questions, complaints, or claims for the Partner Solution and Embedded Software.

4. TERMINATION AND SUSPENSION.

End Customer's access to, or use of, the Embedded Software (including all of End Customer's rights granted in these Embedded Terms) may be terminated and/or suspended upon written notice if: (a) End Customer and/or any Personnel are in breach of these Embedded Terms, or otherwise engaging in any actions that threaten the security, integrity, availability, or stability of the Anaconda Platform, (b) the Embedded Agreement is expired or earlier terminated, or (c) Partner is in breach of the Embedded Agreement (including any late payment to Anaconda).

5. DEFINITIONS.

The following additional definitions apply to these Embedded Terms:

5.1 "**Anaconda Platform**" means Anaconda's cloud-based software-as-a-service platform that provides access to its hosted databases of data science and machine learning packages and tools (collectively, the "Repository"), and related interfaces, software development kits, services, and Documentation.

5.2 "**Bundled Combination**" means the licensed Product (as set forth in an Order Form) which is combined with the Partner Product(s), such that together they comprise a single unique Partner Solution that is being provided by Partner to an End Customer.

5.3 "**Customer**" means Partner and/or End Customer, as applicable.

5.4 "**Embed**" (or derivatives thereof) means the API's and library files for the Product(s) (as set forth in an Order Form), which are set securely and deeply into the Partner Product, such that it will be a component of a larger set of surrounding code or functions that in combination together comprise a unique Partner Solution that is being provided by Partner to an End Customer.

5.5 "**Embedded Agreement**" means the agreement between Partner and Anaconda governing the provision of the Embedded Software to Partner for its obligations in the End Customer Agreement.

5.6 "**Embedded Software**" means the limited-use license of the Anaconda Product that is embedded into the Partner Solution, which End Customer accesses from Partner under the End Customer Agreement and Embedded Terms.

5.7 "**End Customer**" is any person or entity who receives a right to use the Partner Solution for its own use and not for resale or further sublicensing, through a license granted by Partner.

5.8 "**End Customer Agreement**" means the agreement and the applicable order forms executed between Partner and End Customer pursuant to which Partner is providing the Embedded Software as part of the Partner Solution to Customer.

5.9 "**Intellectual Property Rights**" means any and all current and future (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) registrations, applications, renewals, extensions, or reissues of any of (a) to (e) , in each case, in any jurisdiction throughout the world.

5.10 "**Non-Production Purposes**" means use of the Product(s) for non-production purposes, including development, demonstration, trial, marketing, testing, and training purposes.

5.11 "**Partner Product(s)**" means Partner's pre-existing software and/or hardware product(s), and/or intellectual property to be developed by or for Partner that are either included as a Bundled Combination with or Embedded within the Product(s).

5.12 "**Partner Solution**" means the unique product offering created through the Bundled Combination or the Embedding of the Product(s) with or within the Partner Product (as described/defined in an Order Form), that

is provided to End Customer.

5.13 "**Personnel**" means the authorized users of End Customer (limited to End Customer's employees, contractors, and agents) who access the Embedded Software on behalf of End Customer solely for End Customer's internal business operation.

5.14 "**Product**" means the Software, Subscriptions, Support Services, Professional Services, Anaconda Platform, Documentation, software development kits ("**SDKs**"), application programming interfaces ("**APIs**"), and any other products or services provided by or on behalf of Anaconda to Customer, and any Updates thereto.

5.15 "**Production Environment**" means the technical environment in which End Customer uses the Embedded Software for End Customer's internal business purposes.

5.16 "**Software**" means (a) all the contents of the files distributed by Anaconda its successors or assigns, including but not limited to (i) Anaconda or third-party computer information or software and (ii) related explanatory written materials or files ("**Documentation**"); and (b) upgrades, modified versions, additions, and copies of the Software, if any, licensed to End Customer by Anaconda (collectively, "**Updates**"). Open-Source Software or Third-Party Applications delivered together with the Software are, in principle, included in this definition of "Software", but for them, the respective Open-Source Licenses or license terms of the third-party vendor take precedence over these Terms.

5.17 "**User**" refers to the individual person, company, or organization that (a) has visited or is using the Product(s), (b) has accessed or uses any part of the Product(s), or (c) directs the use of the Product(s) in the performance of its functions.