

MinIO Inc.
Customer License and Subscription Agreement
Effective April 22, 2024

This Customer License and Subscription Agreement (the “**Agreement**”) is entered into as of the earlier of the date you start to use the Software or the date of the Order substantially in the form of Exhibit A (“**Effective Date**”) by and between the **Customer** listed on the Order and MinIO, Inc. a Delaware corporation with a principal place of business at 275 Shoreline Drive, Suite 100, Redwood Shores, CA 94065 (“**MinIO**”). Each of Customer and MinIO are referred to herein individually as a “**Party**” and collectively the “**Parties**”.

1. Definitions.

- 1.1. “**Customer Content**” is as defined in Section 3.
- 1.2. “**Documentation**” means user manuals, reference manuals, installation guides, and other technical material that are provided with the Software.
- 1.3. “**Order**” means one or more ordering documents executed by the Parties that reference this Agreement, in the form of which is substantially as attached hereto as Exhibit A.
- 1.4. “**Software**” means MinIO’s proprietary object storage software application in object code form, including any Updates and Upgrades.
- 1.5. “**Support Services**” means the support services described in Exhibit B.
- 1.6. “**Term**” is as defined in each Order.
- 1.7. “**Unit**” means the amount of data under management by the Software as identified in the Order.
- 1.8. “**Updates and Upgrades**” means subsequently released versions of the Software. Updates and Upgrades will not include any products that MinIO licenses separately from the Software or for an additional fee.
- 1.9. “**Usage Limit**” means the number of Units that Customer has purchased, as identified in an 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 Customer.
- 2.2. **Software.** Subject to the terms and conditions of this Agreement, MinIO grants Customer a limited, worldwide, nonexclusive, non-transferrable, non-assignable, non-sublicensable license during the Term of the applicable Order to download, install and run the Software solely in connection with Customer’s internal business operations. Nothing in this Agreement applies to or limits software licensed to Customer by MinIO under an open source license.
- 2.3. **Documentation.** Subject to the terms and conditions of this Agreement, MinIO grants to Customer a limited, worldwide, non-exclusive, non-transferable license, without right of sublicense, during the Term of the applicable Order to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with its internal use of the Software.
- 2.4. **Restrictions.** Except as explicitly provided in this Agreement or expressly permitted by applicable law, Customer will not, directly or indirectly: (a) copy, modify, enhance or otherwise create derivative works of the Software or related Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (c) 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; (d) remove any proprietary notices from the Software; (e) write or develop any program based upon or use the Software or Documentation to create a competitive product; (f) remove or otherwise interfere with any part of the Software designed to monitor Customer’s compliance with this Agreement and the Usage Limits; or (g) otherwise use the Software except as expressly permitted hereunder. Without limiting the foregoing, Customer will not use the Software in a way that (x) imposes or could impose a requirement or condition that any Software 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 (y) otherwise imposes or could impose any other material limitation, restriction, or condition on the right or ability of MinIO to use or distribute the Software. Customer will use the Software and Documentation in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct that tends to damage the reputation of MinIO. Nothing in the foregoing limits the Customer's rights under the open-source version of MinIO software. Excluding the Customer Content, Customer agrees not to give MinIO access to any other content, materials, data or information of Customer.

2.5. **Proprietary Rights.** The Software and Documentation are licensed, not sold, by MinIO to Customer, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Software or Documentation. Customer will not have any rights in or to the Software or Documentation except as expressly granted in this Agreement. MinIO reserves to itself all rights to the Software and Documentation not expressly granted to Customer in accordance with this Agreement. MinIO retains all intellectual property rights in and to the Software, Documentation, and any work product resulting from the Support Services. Customer acknowledges that the Software and Documentation, all copies of the Software and Documentation are the sole and exclusive property of MinIO and contain MinIO's confidential and proprietary materials.

3. Support Services. Subject to Customer's payment of all applicable Fees, MinIO will use commercially reasonable efforts, during the Term of the applicable Order, to provide the support services described in the attached Exhibit B, at the level of support indicated in each Order (the "**Support Services**"). If pursuant to the Support Services, Customer provides MinIO any Software-related logs ("**Customer Content**"), then Customer hereby provides MinIO a limited, irrevocable, fully paid-up license to use such Customer Content solely as necessary to provide support for, maintain and improve the Software.

4. Feedback. If Customer provides any feedback, advice, suggestions or guidance related to MinIO's business, products or services, or any technology therein (collectively, "**Feedback**"), then Customer grants to MinIO a perpetual, irrevocable, sublicensable, assignable, fully paid-up license to freely use and otherwise exploit such Feedback and, notwithstanding anything to the contrary in this Agreement, such Feedback shall be the Confidential Information of MinIO.

5. Fees and Payment.

5.1. Fees. In consideration of MinIO's provision of the Software and Support Services to Customer, Customer will pay all applicable fees as set forth in each Order (the "**Fees**"). Customer acknowledges and agrees that MinIO does not accept checks or credit cards for payment, and will not be required to sign up for vendor portals or similar applications to receive payment. Fees are exclusive of taxes, duties and the like, which shall be paid by Customer. For Customers outside of the United States, i. the Fees will be grossed up to include any local withholding tax due which, if due, will be payable by the Customer to the relevant tax authorities; ii. any Value Added Taxes (VAT) due is the responsibility of the Customer under any local reverse charge mechanism; iii. Customer must provide evidence of its VAT registration status to support the application of the reverse charge mechanism.

5.2. Reporting; True Up. Except where the Software is used in an "air-gapped" environment, Customer will not interfere with any feature or function that reports usage of the Software. If MinIO is unable to remotely monitor usage of the Software, then Customer will submit a report (the "**Report**") specifying Customer's actual usage of the Software 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 Customer will promptly provide any documentation reasonably requested by MinIO.

6. Term; Termination.

6.1. Term. This Agreement shall commence on the Effective Date and continue until the date on which all Orders have expired or terminated for a period of ninety (90) consecutive days, unless otherwise terminated earlier as set forth herein.

6.2. Termination for Breach. Either Party may terminate this Agreement or any Order at any time if the other Party fails or defaults in the performance of any of its obligations under this Agreement and such failure or default remains uncured for a period of thirty (30) days after receipt by the other Party of a written notice thereof.

6.3. Termination for Non-Payment. MinIO may, without limitation to any of its other rights or remedies, terminate this Agreement or any Order upon ten (10) days notice if Customer fails to timely pay any fees specified in an Order, or any other amounts owing under this Agreement.

6.4. Suspension of Service. MinIO may immediately suspend Customer's accessibility to use to any or all of the Software if: (a) Customer breaches Section 2.4 (Restrictions), Section 5.2 (Reporting; True Up) or any other provision of this Agreement that would cause MinIO material risk; or (b) Customer's account is 10 days or more overdue. Where practicable, MinIO will use

reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved, MinIO will promptly restore Customer's access to the Software.

6.5. Effect of Termination.

6.5.1. Any termination of this Agreement will terminate all Orders then in effect. Sections 2.4 (Restrictions), 2.5 (Proprietary Rights), 3 (Support Services), 4 (Feedback), 5 (Fees and Payment), 6.4 (Suspension of Service), 6.5 (Effect of Termination), 7 (Confidentiality), 8.3 (Disclaimer), 9 (MinIO Indemnification), 10 (Limitation of Liability), and 11 (General) will survive termination or expiration of this Agreement.

6.5.2. If this Agreement expires or is terminated for any reason, (a) Customer will pay to MinIO any Fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Customer will provide MinIO with a written certification signed by an authorized representative certifying that Customer has destroyed all copies of the Software and Documentation and that all use of the Software and Documentation by Customer has been discontinued.

6.5.3. If MinIO terminates for Customer's breach or non-payment, Customer will also pay all Fees for the remainder of the current term, whether or not such Fees have accrued. Customer acknowledges and agrees that after an Order Term, Customer will not have rights to use the Software or to manage or access data and content through the Software.

7. Confidentiality.

7.1. Definition. "**Confidential Information**" means: any information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") during the term of this Agreement that: (a) is marked as "confidential," or in some other manner to indicate its confidential nature; (b) is disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked "confidential," and sent to the Receiving Party within thirty (30) days following the oral disclosure; or (c) should reasonably be considered confidential given the nature of the information and the circumstances of its disclosure. In addition, any software provided by MinIO that is not made generally available to the public without an obligation of confidentiality and any information, technical data, product roadmaps, business information or other non-public information concerning MinIO's products, services, customers or business to which Customer has access in connection with the activities contemplated by this Agreement will be considered the Confidential Information of MinIO. However, Confidential Information does not include any information that: (i) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (ii) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (iii) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

7.2. Use; Maintenance. Neither Party shall use the Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except: (a) to its officers, employees, consultants and legal advisors who have a "need to know" such Confidential Information, who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Agreement; or (b) where the Receiving Party becomes legally compelled to disclose Confidential Information. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party, and will take at least those measures that it takes to protect its own confidential information of a like nature. The Receiving Party will use reasonable efforts to provide timely notice of any legally compelled disclosure to facilitate confidential treatment of Disclosing Party's Confidential Information and will furnish only that portion of Confidential Information that it is legally required to disclose after exercising reasonable efforts to obtain assurance that such information will receive confidential treatment.

8. Warranties

8.1. Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

8.2. Customer Warranty. Customer represents and warrants that it will use the Software in compliance with all applicable laws, rules and regulations.

8.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 8, MINIO MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. MINIO EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. MINIO DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. MINIO DOES NOT WARRANT THAT THE SOFTWARE OR SUPPORT SERVICES ARE 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 CUSTOMER'S USE OF THE SOFTWARE OR ANY DECISIONS CUSTOMER MAKES AS A RESULT OF USING THE SOFTWARE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF MINIO TO ANY THIRD PARTY.

9. MinIO Indemnification. This Section 9 only applies with respect to Orders by Customer for Enterprise Plus services.

9.1. Infringement Defense. MinIO will defend Customer from any third party claim that the Software, Support Services or Documentation infringes or misappropriates any intellectual property right of any third party if: (a) Customer gives MinIO prompt written notice of the claim; (b) MinIO has full and complete control over the defense and settlement of the claim; (c) Customer provides assistance in connection with the defense and settlement of the claim as MinIO may reasonably request; and (d) Customer complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

9.2. Indemnification. MinIO will indemnify Customer against (a) all damages, costs, and attorneys' fees finally awarded against Customer in any settlement entered into by MinIO under Section 9.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without MinIO's consent after MinIO has accepted defense of such claim); and (c) if any proceeding arising under Section 9.1 is settled, all amounts paid to any third party agreed to by MinIO in settlement of any such claims.

9.3. Mitigation. In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as MinIO determines necessary to avoid material liability, MinIO may at its option: (a) procure rights for Customer's continued use of the applicable Software, Support Services or Documentation; (b) replace or modify the allegedly infringing portion of the applicable Software, Support Services or Documentation to avoid infringement or misappropriation without reducing the Software's, Support Services' or Documentation's overall functionality; or (c) terminate access to the affected Software, Support Services or Documentation and refund to Customer any pre-paid, unused fees for the terminated portion of the Term for the affected Order.

9.4. Exceptions. MinIO will have no obligation under this Section 9 for any infringement to the extent that it arises out of or is based upon (a) the combination, operation, or use of the Software, Support Services or Documentation with materials or assets not provided by MinIO; (b) designs, requirements, or specifications for the Software, Support Services or Documentation required by or provided by Customer; (c) use of the Software, Support Services or Documentation outside of the scope of the license granted to the Customer; (d) Customer's failure to use the latest release of the Software or Documentation, or to comply with instructions provided by MinIO; or (e) any modification of the Software or Documentation not made by MinIO.

9.5. Exclusive Remedy. This Section 9 states MinIO's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Software, Support Services or Documentation.

10. Limitation of Liability. EXCLUDING THE CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY, AND CUSTOMER'S BREACH OF SECTION 2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. EXCLUDING THE CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY'S INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY, AND CUSTOMER'S BREACH OF SECTION 2, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE PORTION OF FEES PAID BY CUSTOMER CORRESPONDING TO THE SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH THE CAUSE OF ACTION AROSE. THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 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 10 REFLECT THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

11. General.

11.1. Assignment. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided that MinIO may assign this Agreement without the written consent of Customer as part of a corporate reorganization, upon a change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement, or a similar transaction or series of transactions. 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.

11.2. Independent Contractor. MinIO is an independent contractor, and nothing in this Agreement or related to MinIO's performance hereunder will be construed to create an employment or agency relationship between Customer and MinIO.

11.3. Force Majeure. Except for the obligation to pay money, neither Party will be liable for any failure or delay in 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.

11.4. Publicity. MinIO may use Customer's name and logo in MinIO's customer lists, on MinIO's website, and in MinIO's marketing materials, in each case in substantially the same manner in which MinIO uses the names and/or logos of its other customers. MinIO may use Customer's name and logo in connection with the exercise of its rights under this Section 11.4. If requested by Customer MinIO will promptly cease such usage.

11.5. Privacy Policy. Customer acknowledges and consents to MinIO's privacy policy, available at <https://min.io/privacy-policy>, which describes MinIO's use of personal information.

11.6. Entire Agreement; Amendment. This Agreement, including any attached Exhibits, and together with any Orders for Support Services contains the entire agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, written or oral, between the Parties. Except as set forth herein, neither this Agreement nor any Order may be modified or amended except in a written amendment signed by both Parties. No terms of any purchase order, acknowledgement, or other form provided by Customer will modify this Agreement, regardless of any failure of MinIO to object to such terms. In the event of a conflict the following order of precedence shall apply: (i) the Order; (ii) the main body of Agreement; (iii) any Exhibits.

11.7. United States Government Customers. The Software 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.

11.8. Export Restrictions. MinIO may supply Customer with technical data that is subject to export control restrictions. MinIO will not be responsible for Customer's compliance with applicable export obligations or requirements for this technical data. Customer agrees to comply with all applicable export control restrictions. MinIO may terminate this Agreement if Customer breaches this Section 11.8 or any export provisions of an applicable end user license agreement for the Software.

11.9. Notice. All notices under this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when sent by e-mail to the following .

All notices relating to this Agreement shall be sent to MinIO at: legal@minio.io

All notices relating to this Agreement shall be sent to Customer at the email address listed on the Order.

11.10. Waiver. No term of this Agreement shall be considered waived and no breach excused by either Party unless made in writing. No consent, waiver, or excuse by either Party, express or implied, of any provision of this Agreement shall constitute a consent, waiver or excuse of any other breach of that or any other provision of this Agreement.

11.11. Severability. If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement. The Parties hereto agree to replace any such illegal or unenforceable provision with a new provision that has the most nearly similar permissible economic or other effect.

11.12. Controlling Law. This Agreement will be governed by the laws of the State of California, without reference to conflict of laws principles. In any dispute arising out of this Agreement, Customer and MinIO each consent to the exclusive personal jurisdiction and venue in the state and federal courts within Santa Clara County, California. 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

**Exhibit A to MinIO Customer License and Subscription Agreement
Order**

Customer Information:	MinIO Information
Name:	Name: MinIO, Inc
Entity Type:	Address: 275 Shoreline Drive, Suite 100
Address:	Redwood Shores, CA 94065
Country:	Country: USA
Attention:	Attention: Garima Kapoor Co-CEO, MinIO, Inc.
Email	Subscription Start Date:
	Subscription End Date:
	Purchase Order #:
	Quote Expiry Date:

- 1. Initial Subscription Term.** The initial subscription term of this Order starts on the Subscription Start Date and ends on the Subscription End Date (“**Initial Subscription Term**”). Upon expiration of the Initial Subscription Term, the Order will automatically renew for successive terms of one (1) year (each a “**Renewal Subscription Term**”) unless either Party gives written notice of non-renewal at least thirty (30) days before the commencement of the next Renewal Subscription Term (the Initial Subscription Term together with all Renewal Subscription Terms, the “**Term**”).
- 2. Pricing.**

Product Name	Units / Usage Limit	Price per TiB per Year	Total Price per Year

Total Due - Initial Subscription Term:

- 3. Billing Frequency.** Annual Upfront.
- 4. Payment Terms.** Fees for the Software are as indicated below. The fees are in United States dollars and are due thirty (30) days after receipt of an invoice from MinIO. All payments must be made through the payment portal specified in the invoice. All payments made by Customer under this Order are non-refundable; provided that if Customer terminates for MinIO’s breach, Customer will receive a prorated refund of any prepaid fees.
- 5. True Up.** Any amount used in excess of the Units purchased above (as measured as an average over the previous 90 days) will be billed at [\$ per TiB per year], as prorated for the remainder of the applicable term. The fee is not prorated for any usage less than 1 TiB. MinIO will measure and invoice excess usage at the end of each quarter of the Term. “Air-gapped” Customers will submit Reports in accordance with the terms of the Customer Agreement at the end of each quarter of the Term. Customer will pay any invoice for excess usage per the Payment Terms above.

By signing this Order, Customer hereby orders from MinIO the software and, if specified, the other goods or services described in this Order. This Order and Customer’s use of the Software and receipt of any related services are subject to the MinIO Customer License and Subscription Agreement available at minio.io/legal, or as signed between the Parties (the “**Customer Agreement**”), which is incorporated by reference. In the event of a conflict between this Order, as executed by MinIO, and a provision of Customer Agreement, this Order will control. All terms not defined herein will be as defined in the Customer Agreement.

MinIO Inc.	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit B to MinIO Customer License and Subscription Agreement Support Services

This Exhibit B (this “**Exhibit**”) describes the Support Services to be provided under the Agreement. The level of Support Services provided will be as specified in the Order. Capitalized terms not defined in this Exhibit have the same meanings as such terms are defined in the Agreement.

- 1. Support.** MinIO will provide the Support Services as described herein 24 hours a day, 7 days a week to assist in Customer’s use of the Software and resolve Problems in accordance with the support level purchased by Customer pursuant to an Order. “**Problems**” means a failure of the Software to substantially conform to the functional specifications set forth in any Documentation provided by MinIO or to operate as MinIO intended. All support requests must be submitted through the MinIO Subscription Network (commonly referred to as SUBNET). For Enterprise Lite customers, MinIO will use commercially reasonable efforts to respond to a support request by the next business day. For Enterprise Plus customers, MinIO will use commercially reasonable efforts to respond to a support request within 4 hours.
- 2. Panic Button.** If the Software is unavailable such that Customer’s business is critically affected and there is no workaround that Customer can implement to mitigate the issue, then Customer may request Panic Button service. MinIO may, in its discretion, downgrade a request from a Panic Button request to a regular support request if MinIO does not believe the Problem meets the requirements for a Panic Button request. MinIO will use commercially reasonable efforts to respond to Panic Button requests within 10 minutes. Enterprise Plus customers may request unlimited Panic Button service and Enterprise Lite customers may request one Panic Button service per year of the Term.
- 3.** For Customers who have a current Order for the Enterprise Plus product, on Customer’s request, MinIO will provide an architectural, performance, and security review once per year.
- 4. Customer Obligations.** Prior to requesting Support Services from MinIO, Customer shall comply with all published operating and troubleshooting procedures for the Software, including the Documentation. To assist in expeditiously resolving Customer’s support requests, the Customer should record the following information for reference and should provide the information to MinIO: (i) error messages and indications that Customer received when the malfunction occurred; (ii) what the user was doing when the malfunction occurred; (iii) what steps Customer has taken to reproduce the malfunction; (iv) what steps Customer may have already taken to solve the Problem; and (v) system logging. For certain Software Problems, MinIO may require that Customer provide MinIO a test case and sufficient documentation to allow duplication of the Problem. Subject to Customer’s reasonable security and safety rules, Customer shall provide access to Customer’s information, systems, and software reasonably requested by MinIO, including remote control access to each Unit as necessary to provide the Support Services. Customer will obtain any third party consents necessary to grant such access. MinIO will be relieved of its obligation to provide any Support Services due to Customer’s failure to comply with this section.
- 5. Disclaimer.** MinIO will not be responsible to provide Support Services, or any other maintenance and support to the extent that Problems arise because Customer (i) misuses, improperly uses, misconfigures, alters, or damages the Software; (ii) uses the Software with any hardware or software not supplied or supported by MinIO; (iii) fails to install any updates or upgrades to the Software if such updates or upgrades would have resolved the Problem; or (iv) otherwise uses in a manner not in accordance with the Agreement, Documentation or MinIO’s directions. MinIO shall have no responsibility for loss of or damage to Customer’s data, regardless of the cause. MinIO shall provide Support Services for a release of the Software if such release was made generally available during the previous twelve (12) months. Other versions of the Software will not be supported unless MinIO and Customer mutually agree otherwise in writing.