SINGLESTORE MARKETING AGREEMENT

This Marketing Agreement ("Agreement") is made and entered as of __________, 20__ (the "Effective Date"), by and between SingleStore, Inc., a Delaware corporation ("SingleStore"), and __________________, a __________________ corporation/company, on behalf of itself and its affiliates ("Company").

A. SingleStore has developed and licenses the SingleStore proprietary downloadable enterprise software ("SingleStoreDB") and the SingleStore Managed Services.

B. Company is an organization that provides strategic advice to Prospective Customers (defined below) interested in procuring SQL-related software.

C. The parties wish to work together to allow Company to market the SingleStoreDB and/or the SingleStore Managed Services ("SingleStore Products and Services") with Company's products and services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. "Confidential Information" means business or technical information disclosed by either party to the other party, including, without limitation, information relating to a party's product plans and roadmaps, customers, designs, costs, products and services, pricing, finances, marketing plans, business opportunities, personnel, research and development, that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure, or (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure. Without limiting the foregoing, the SingleStore Products and Services, including all non-public information regarding the design, operation and functionality thereof, constitutes Confidential Information of SingleStore, and the terms and conditions of this Agreement constitute the Confidential Information of both parties.

1.2. "Intellectual Property Rights" means all industrial and intellectual property rights, including patents, patent applications, patent rights, trademarks, trademark applications and registrations, trade names, service marks, service mark applications and registrations, copyrights, copyright applications and registrations, know-how, franchises, licenses, trade secrets, proprietary processes and technology, source codes and formulae, URLs, domains, domain names, worldwide web related technology or codes and, in each case, the applicable foreign equivalent.

1.3. "SingleStore Products and Services" means the SingleStoreDB and/or the SingleStore SingleStore Managed Services.

2. MARKETING PROCESS

2.1 Company and SingleStore shall discuss the co-marketing of SingleStore Products and Services with Company's products and services.

3. ADDITIONAL RESPONSIBILITIES AND OBLIGATIONS

3.1 Relationship Management and Evaluation:

(a) The following persons shall be the principal day-to-day contacts and alliance managers in their respective organizations to handle matters related to this Agreement, and shall be responsible for all meetings, visits, and consultations between the parties that are of a nontechnical nature:

(i) Company Alliance Manager:
Name:
Email:

(ii) SingleStore Alliance Manager:
Name:
Email:

4. TRADEMARKS AND PUBLICITY

4.1 Trademarks and Trade Names. In accordance with the advertising and marketing materials provided, Company shall have the right to use the trademarks, service marks, and trade names of SINGLESTORE, INC. that SingleStore may adopt from time to time ("SingleStore's Marks") in such collateral. SingleStore reserves the right to review Company's use of the SingleStore Marks upon request. Company's use
of the SingleStore Marks shall be in accordance with SingleStore's then-current trademark usage guidelines. Company acknowledges and agrees that the SingleStore owns the SingleStore Marks and that any and all goodwill that is created by or that results use of the SingleStore Marks inures solely to the benefit of SingleStore.

4.2 Publicity. Except as required by law, neither party will make any public statements, press releases or other public announcements regarding the parties’ relationship without the prior written approval of the other party, which approval may not be unreasonably withheld.

5. CONFIDENTIALITY
5.1 Use and Disclosure Restrictions. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except (1) to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party’s Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

5.2 Exceptions. The obligations in Section 6.1 (Use and Disclosure Restrictions) will not apply to the extent any information: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

6. PROPRIETARY RIGHTS
6.1 SingleStore Products and Services IP. SingleStore shall own all right, title and interest in and to all SingleStore intellectual property, including the SingleStore Products and Services, SingleStore Marks, all marketing or sales materials related to the SingleStore Products and Services, and any modifications, enhancements, derivatives thereof and any extensions, new features or functionality of the SingleStore intellectual property, whether developed as a result of activities carried out under this Agreement or otherwise. If and to the extent Company should acquire any rights to any SingleStore intellectual property, Company shall and hereby does assign all right, title and interest in such SingleStore intellectual property to SingleStore, and agrees to take such additional steps as SingleStore may reasonably request (at SingleStore's expense) to enable SingleStore to document and perfect its rights to such SingleStore intellectual property.

6.2 Acknowledgement. Both parties acknowledge that there will be sharing of general ideas between the parties relating to how SingleStore's Products and Services should or could work and such information is SingleStore Confidential Information.

7. WARRANTIES; DISCLAIMER
7.1 Representations and Warranties. Each party represents and warrants that:
(a) it has the necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted;

(b) it will make no materially false or misleading representations with respect to the other party or the other party's products and services; and

(c) it will make no representations, warranties or guarantees with respect to the specifications, features or capabilities of the other party's products and services that are inconsistent with the other party's marketing materials.

7.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (REPRESENTATIONS AND WARRANTIES), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

8. INDEMNIFICATION
8.1 By SingleStore. Subject to Section 9.3 (Indemnity Procedures), SingleStore will indemnify, defend and hold Company and its affiliates, and their respective officers, directors, employees, consultants and agents harmless from and against all damages, liabilities, costs, charges and expenses, including reasonable attorneys’ fees, awarded in a final judgment against or paid in settlement by Company, to the extent arising
out of or resulting from any third party claim based on a breach by SingleStore of any representation or warranty specified in Section 8 (Warranties; Disclaimer) or SingleStore’s intentional misconduct in connection with this Agreement.

8.2 **By Company.** Subject to Section 9.3 (Indemnity Procedures), Company will indemnify, defend and hold SingleStore and its affiliates, and their respective, officers, directors, consultants and agents harmless from and against all damages, liabilities, costs, charges and expenses, including reasonable attorneys’ fees, awarded in a final judgment against or paid in settlement by SingleStore arising out of or resulting from any third party claim relating to any breach or alleged breach by Company of any representation or warranty specified in Section 8 (Warranties; Disclaimer) or Company’s gross negligence or intentional misconduct in connection with this Agreement.

8.3 **Indemnity Procedures.** The party seeking indemnification and defense under Section 8.1 (Representations and Warranties) or Section 8.2 (Warranty Disclaimer), as the case may be (the "Indemnified Party"), will give prompt written notice of any claim to the other party (the "Indemnifying Party"). In addition, the Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party’s choosing, and will provide the Indemnifying Party, at the Indemnifying Party’s expense, with information and assistance that is reasonably necessary for the defense and settlement of the claim. The Indemnified Party reserves the right to retain counsel, at the Indemnified Party’s sole expense, to participate in the defense of any such claim. The Indemnifying Party may not settle any claim without the Indemnified Party’s prior written consent, if the settlement terms would adversely affect the Indemnified Party or its rights under this Agreement.

9. **TERM AND TERMINATION**

9.1 **Term.** This Agreement will begin on the Effective Date and, unless earlier terminated in accordance with its terms, will remain in effect for one (1) year. This Agreement may be renewed by either party by the parties executing an Amendment to this Agreement.

9.2 **Termination for Cause.** Either party will have the right to terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

9.3 **Effect of Termination.** Upon any expiration or termination of this Agreement:

(a) Each party will continue to perform its obligations under client agreements entered into with Prospective Customers, in accordance with the terms thereof; and

(b) Each party will promptly return to the other all of the other party’s Confidential Information within its possession or control, and will certify in writing that it has complied with its obligations to return all such Confidential Information;

(c) Those provision of this Agreement that are designed to survive shall survive.

10. **LIMITATION OF LIABILITY**

10.1 **Except for Liability Arising from the Parties’ Respective Confidentiality Obligations,** in no event will either party be liable to the other for any special, incidental, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this Agreement or the operation or performance of any products or services specified herein, whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, whether or not that party has been advised of the possibility of such damage.

10.2 **Furthermore,** the maximum aggregate liability of either party for claims arising out of, or in any way relating to, this Agreement, from all causes of action and under all theories of liability, shall be limited to the lesser of (i) the aggregate amount of SingleStore net revenue received by SingleStore under this Agreement from the Effective Date or (ii) Two Hundred Thousand US Dollars ($200,000).

10.3 **The Parties have agreed that these limitations will survive and apply even if any limited remedy specified in this Agreement fails of its essential purpose.**

11. **GENERAL**

11.1 **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.
11.2 **Relationship of Parties.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other party or to incur any obligations on its behalf without the other party’s prior consent.

11.3 **Assignment.** Neither party may assign or transfer this Agreement, or any rights granted hereunder, in whole or in part, without the other party’s written consent, except that either party may assign this Agreement, in whole, in connection with a merger, sale of assets or other acquisition transaction in which a person or entity acquires all or substantially all of such assigning party’s voting stock or assets. Any attempted assignment or transfer without such consent will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties’ permitted successors and assigns.

11.4 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

11.5 **Dispute Resolution.**
(a) All claims or disputes between the parties, arising out of or relating to this Agreement, shall be mutually resolved, if possible, through good faith negotiation between the parties.

(b) The parties agree that if any claim or dispute is not resolved by mutual agreement within thirty (30) days of the commencement of such good faith negotiations they will, prior to initiating any legal action, engage a mutually-acceptable mediator to assist the parties with a non-binding evaluation and attempted resolution of such claim or dispute, provided that if the parties are unable to mutually agree on a mediator within thirty (30) days of either party’s request to commence mediation, or if the parties mutually agree on a mediator but are unable to reach mutual agreement regarding an acceptable resolution of such claim or dispute within sixty (60) days of the commencement of mediation, then either party may commence litigation.

(c) Notwithstanding the foregoing provision of Section 11.1(b), each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute related to the actual or threatened infringement, misappropriation or violation of a party’s intellectual property or proprietary rights or breach of Section 5 (Confidentiality) hereof.

11.5 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

11.6 **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.7 **Notices.** All notices and other communications provided for herein shall be dated and in writing and shall be deemed to have been duly given: (a) on the date of delivery, if delivered personally or by facsimile, receipt confirmed, (b) on the date of delivery, if delivered by a recognized overnight courier service, or (c) on the date of delivery, if sent by registered or certified mail, return receipt requested, postage prepaid, in each case, to the party to whom it is directed at the following address (or at such other address as any party hereto shall hereafter specify by notice in writing to the other party hereto):

if to Company, at the following address:

Attention:
With a copy to:

and

if to Company, at the following address:

SingleStore, Inc.,
534 4th Street, San Francisco, California 94107
Attention: General Counsel’s Office
With a copy to: Legal@singlestore.com
11.8 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, war, terrorism, riot, or acts of God.

11.9 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the Effective Date.

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