

THIS QDRANT CLOUD SERVICE AGREEMENT ("**QCSA**") IS ENTERED INTO BETWEEN QDRANT SOLUTIONS GMBH, CHAUSEESTR. 86, 10115 BERLIN, GERMANY ("**QDRANT**") AS A CLOUD SERVICE PROVIDER AND THE CUSTOMER MENTIONED AS SUCH IN THE CLOUD SERVICE ORDER ("**CUSTOMER**") CONCERNING THE PROVISION, AND CUSTOMER'S USE, OF QDRANT'S CLOUD-BASED VECTOR DATABASE POWERING AI APPLICATIONS WITH ADVANCED AND HIGH-PERFORMANT VECTOR SIMILARITY SEARCH TECHNOLOGY ("**CLOUD SERVICE**").

QDRANT AND THE CUSTOMER MAY EACH HEREINAFTER BE REFERRED TO INDIVIDUALLY AS A "**PARTY**" OR COLLECTIVELY AS THE "**PARTIES**".

ALL CAPITALIZED TERMS USED IN THIS QCSA SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE GLOSSARY.

THIS QCSA FORMS AN INTEGRAL PART OF THE CLOUD SERVICE ORDER BETWEEN THE PARTIES. THE TERMS AND CONDITIONS OF THIS QCSA ARE LEGALLY BINDING FOR THE PARTIES UPON CONCLUSION OF THE CLOUD SERVICE ORDER.

Glossary

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a subject entity; "control", for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity, or the right to direct the affairs of a subject entity;

"Aggregated Data" means statistical information related to Usage Data for Qdrant's internal and customer reporting purposes in an aggregated form that does not identify Customer, Team Members, or any other natural person;

"Availability" means the availability of the SaaS Infrastructure;

"Commencement Date" means the date as of which Customer may access its Customer Account through the Cloud Service, thus the date on which Qdrant shall activate Customer's login credentials for the Cloud Service;

"Confidential Information" means any information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), in any form, that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances surrounding the disclosure. Confidential Information includes, but is not limited to, the Qdrant Technology, the Documentation, Qdrant's pricing, and the terms and conditions of the Cloud Service Order and this QCSA. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach by the Receiving Party of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is received from a third party without an obligation of confidentiality;

or (iv) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information;

"Cloud Data Processing Agreement" means the agreement made available under <https://qdrant.to/dpa>, incorporated herein by reference and, thus, concluded between the Parties as of the Effective Date; the Cloud Data Processing Agreement is made in accordance with Art. 28 of the GDPR, if the Parties' relationship falls within the scope of the GDPR, and with respect to any other country or region, shall be interpreted and construed in accordance with any other provisions of applicable Data Protection Laws that require the Parties to enter into a similar agreement;

"Cloud Service" means Qdrant's cloud-based vector database, that has been developed and is operated by Qdrant, and that is made available to Customer for the purposes of this QCSA at a website designated by Qdrant;

"Cloud Service Order" means a) creating an account and accepting the terms during this process or b) an individual agreement of the parties made on the Effective Date (a) by signing a written document or (b) by electronic means;

"Customer Account" means the user account for the Cloud Service that Customer has registered for in accordance with this QCSA;

"Customer Ideas" means any of Customer's suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the Cloud Service or any other Qdrant products or services, whether provided or made available to Qdrant in written or oral form or by any other means;

"Data Protection Laws" means with respect to the EU, the GDPR and the law of any such member state implementing the GDPR, and with respect to any other country, any applicable data protection or privacy laws;

"Documentation" means the entirety of all printed or online documentation containing the performance description of the Cloud Service and the instruction materials, as provided or made available to Customer and/or Team Members, and as updated from time to time by Qdrant, describing the use and operation of the Cloud Service;

"Downtime" means any timespan in which Customer is unable to transmit Customer Data through the Cloud Service, but does not include the effects of any Internet, Customer network, or other connectivity issues which are not within Qdrant's control;

"Effective Date" means the date on which (a) Qdrant has counter-signed a written copy of the Cloud Service Order or (b) Customer has received the Subscription Confirmation from Qdrant concerning Customer's Subscription Request;

"Emergency Maintenance" means maintenance works which may delay or interrupt Customer's use of the Cloud Service, and the necessity of which is not known to Qdrant in advance of its occurrence;

"Fees" means any fees imposed by banks, payment service providers or other parties involved in a payment procedure, including, for example, fees for cross-border transfer of money;

"Force Majeure Event" means fire, natural disaster, pandemic or epidemic disease, act of government, riot, civil disturbance, or any other cause beyond Qdrant's reasonable control;

"Free Version" means a free version of the Cloud Service with limited storage capacity that Qdrant offers for Customer testing purposes;

“Initial Term” means a period of twelve (12) months commencing at the Commencement Date, unless agreed otherwise in writing between the Parties;

“Intellectual Property Rights” means any inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivatives thereof and all renewals thereto as well as other forms of protection of a similar nature anywhere in the world;

“Qdrant Technology” means all Qdrant technology (including software, algorithms, data aggregation processes, data analyses, user interfaces, trade secrets, know-how, techniques, designs, and other tangible or intangible technical material or information) which Qdrant makes available to Customer in providing the Cloud Service;

“SaaS Infrastructure” means the IT infrastructure procured by Qdrant from its suppliers, run and maintained by such suppliers, and used by Qdrant to provide to Customer the Cloud Service;

“Scheduled Maintenance” means maintenance works which may delay or interrupt Customer’s use of the Cloud Service, and the necessity of which is known to Qdrant in advance of its occurrence; Qdrant will provide Customer with an advance notice prior to Scheduled Maintenance and shall schedule Scheduled Maintenance to the extent practicable during periods of non-peak usage among its customers base;

“Subscription Confirmation” means Qdrant’s confirmation of Customer’s Subscription Request, provided to Customer’s e-mail address as stated in the Subscription Request;

“Subscription Fees” means the fees payable by Customer for using the Cloud Service in accordance with the Cloud Service Order;

“Subscription Request” means Customer’s request for registration of a Customer Account on the Cloud Service, as may be submitted to Qdrant by electronic means;

“Taxes” means any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction based on amounts paid or payable under this QCSA;

“Team Member” means an individual authorized by Customer to access and use the Cloud Service;

“Term” means the term of the Cloud Service Order;

“Usage Data” means data on Customer’s and its Team Members’ use of the Cloud Service.

§ 1 General

(1) **Scope.** Subject to the terms and conditions of this QCSA and the specifications in the Cloud Service Order (if any), Qdrant shall (a) provide to Customer a Customer Account, thus enabling Customer to access the Cloud Service; (b) grant to Customer, subject to the Availability and the restrictions for the Free Version (if applicable), a non-exclusive, non-transferable right to use such Customer Account, and the Cloud Service; and (c) provide Customer, subject to the restrictions for the Free Version (if applicable), with applicable support, including Scheduled Maintenance and Emergency Maintenance, for the Cloud Service, all (a) through (c) as further described in the Documentation. All rights not expressly granted to Customer are reserved by Qdrant.

(2) **Role of Qdrant.** While Customer may, in its discretion, use the Cloud Service for commercial projects for and in cooperation with Customer’s clients and/or partners, Qdrant shall

by no means be or become a party to any contractual relationship between Customer and any of its clients and/or partners. Qdrant solely offers and provides to Customer under the Cloud Service Order and this QCSA, the Cloud Service as an online platform, and Qdrant does not bear any responsibility whatsoever towards Customer's client and/or partners.

(3) **Modifications of the Cloud Service.** Save Customer's rights of use and Qdrant's warranties as set out in this QCSA, Qdrant reserves the right, in its sole discretion, to make changes to the Cloud Service that it deems necessary or useful to: (a) maintain or enhance (i) the quality or functionality of the Cloud Service; (ii) the competitive strength of or market for the Cloud Service; or (iii) the Cloud Service's cost efficiency and/or performance; or (b) to comply with any applicable laws. Concerning the Free Version, Qdrant's right to implement changes shall be unrestricted, even if such changes were detrimental to Customer's use of the Free Version.

§ 2 Registration as a Customer; Customer Account

(1) **Selection of a Subscription Plan.** A Cloud Service Order is considered concluded in either of the following ways: (a) through the physical signing of a paper order form by both Parties; or (b) by Qdrant sending an explicit Subscription Confirmation and/or by providing Customer with the required access information for a Customer Account, thereby accepting Customer's Subscription Request.

(2) **Storage of the Contract Text.** The provisions of the Cloud Service Order, including the details of the ordered Cloud Service and this QCSA, will be sent to the Customer in a written format for the purpose of permanent storage upon conclusion of the Cloud Service Order. There will be no further storage of the contractual provisions by Qdrant.

(3) **Team Members.** Upon registration of Customer's Customer Account, Customer can register Team Members for its Customer Account. Every Customer representative, agent, staff member, employee, or any other person that is or is supposed to be, directly or indirectly, working under Customer's Customer Account shall become a Team Member. Customer may create Team Member accounts as it considers useful. Unless otherwise agreed in writing, individual Team Member accounts and/or login credentials may not be shared or used by more than one individual Team Member. Customer may, at any time and in its sole discretion, initiate (a) the blocking of individual Team Member accounts so as to temporarily exclude certain Team Members from further accessing Customer's Customer Account; or (b) the deletion of individual Team Member accounts so as to erase or anonymize all personal data relating to such Team Members in addition to excluding them from further accessing the Cloud Service.

(4) **Suspension for Ongoing Harm.** Qdrant may, with notice to Customer, suspend Customer's or any Team Member's access to the Cloud Service, including the Customer Account, if Qdrant reasonably concludes that Customer's Customer Account or any specific Team Member account: (a) is being used in violation of the restrictions of use set out in § 5(5) and § 5(6) below; and/or (b) is being used to engage in denial of service attacks, spamming, misappropriation of third party rights or illegal activity; and/or (c) is causing immediate, material and ongoing harm to Qdrant or others. In the extraordinary event that Qdrant suspends any such access to the Cloud Service or Customer Account, Qdrant will use commercially reasonable efforts to limit the suspension to the offending portion or Team Member account(s) of the Cloud Service and work with Customer to resolve the issues causing such suspension, and, as appropriate in light of the circumstances, promptly provide the suspended Team Member with a new Team Member

account to access the Cloud Service. Customer agrees that Qdrant shall not be liable for any suspension of the Cloud Service under the circumstances described in this § 2(3).

§ 3 Customer Data

(1) **Setup and Use of the Cloud Service.** Subject to the Availability and the features and functionality of the Cloud Service described in the Documentation (including restrictions for the Free Version, if applicable), Customer may setup, manage, and use Customer Data in the Cloud Service. Customer has sole responsibility for the entry, deletion, correction, accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Customer Data in the Cloud Service. Customer undertakes to always observe the technical parameters for any Customer Data as described in the Documentation. Qdrant reserves the right, at its discretion, to block or delete any Customer Data that Customer has set up or uploaded in violation of this § 3(1). Notwithstanding the aforesaid, and with the exception of the warranties set out herein, the Customer Data is provided by Customer on an “as is” basis without any further warranties of any kind, either express or implied, including but not limited to any warranties of fitness for a particular purpose.

(2) **Rights to Customer Data.** Customer grants to Qdrant a non-exclusive, worldwide, royalty-free license, during the Term, to: (a) store and access any Customer Data on the SaaS Infrastructure; and (b) reproduce, copy, aggregate, and otherwise use any Customer Data for the purposes of (i) making available the Customer Data to Team Members through the Cloud Service; and (ii) providing the Cloud Service and any additional (support) services to Customer.

(3) **Protection of Customer Data.** Qdrant will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures intended to prevent unauthorized access, use, modification, or disclosure of the Customer Data. Qdrant shall only access Customer Data as described in the Cloud Service Order and this QCSA: (a) to support Customer’s use of the Cloud Service and prevent or address service or technical problems; or (b) as Customer expressly permits in writing. Specifics on the technical and organizational measures implemented to protect Data Offerings are set forth in greater detail in the Cloud Data Processing Agreement.

(4) **Deletion of Customer Data.** Customer will be enabled to delete any Customer Data from the Cloud Service at any time during the Term.

§ 4 Support and Other Services

(1) **Operation.** Save Qdrant’s warranty obligations under the Cloud Service Order, Qdrant shall provide Customer with applicable support, including Scheduled Maintenance and Emergency Maintenance, for the Cloud Service. In this respect, Qdrant shall (a) eliminate defects of the Cloud Service, either subject to the specific provisions of the Service Level Agreement or, in the absence of a Service Level Agreement, within a reasonable period of time upon their occurrence and receipt of Customer’s respective notification; (b) provide Customer with enhancements of the Cloud Service (updates, upgrades, releases or the like) and; and (c) provide Customer with a support desk during normal business hours (9 a.m. to 5 p.m. CE(S)T on week days with the exception of bank holidays at Qdrant’s seat of business). Qdrant endeavors to provide the services described in this § 4(1) also to Customers using the Free Version; however, Customers using the Free Version shall have no claim against Qdrant, and Qdrant shall be under

no obligation towards Customer using the Free Version, with respect to the services described in this § 4(1).

(2) **Remote-First Approach.** Concerning any support services to be rendered by Qdrant in accordance with the Cloud Service Order, the Parties agree on a “remote first” approach according to which all such services shall be rendered remotely by means of the agreed communication channels and Customer system access tools, interfaces or the like, and on-site support services shall only be requested by Customer in exceptional cases and if so required in the light of the support services themselves or other specific circumstances.

(3) **Consultancy.** Qdrant shall be obliged to provide consultancy services only if and to the extent expressly agreed in the Cloud Service Order. In particular, Qdrant shall not be obliged to examine a Cloud Service Order with regard to their economic benefit for Customer or their fitness for a particular purpose. Notwithstanding the afore-said, Qdrant shall notify Customer if Qdrant becomes aware of any evident misconceptions of Customer regarding the Cloud Service Order.

(4) **Qdrant Personnel; Sub-contracting.** Qdrant will be responsible for the performance of its personnel (including employees and sub-contractors) and their compliance with the obligations set forth in the Cloud Service Order and this QCSA. Notwithstanding Customer’s right under the Data Protection Agreement as regards sub-contractors, Qdrant shall be entitled to sub-contract services to third parties, unless such sub-contracting would be unreasonable for Customer to accept. The Parties agree that sub-contracting all or part of the Services to a Qdrant Affiliate would not be unreasonable for Customer to accept.

§ 5 Customer’s Rights and Restrictions for Using the Cloud Service

(1) **Use of the Cloud Service.** Customer will: (a) be responsible for all activity occurring under its Customer Account, including all Team Member accounts and its Team Members’ compliance with the Cloud Service Order, this QCSA, and the Documentation; (b) use commercially reasonable efforts to prevent unauthorized access to or use of its Customer Account, and notify Qdrant promptly of any such unauthorized access or use; (c) use the Cloud Service only in accordance with the Documentation, the Cloud Service Order, this QCSA, and applicable laws and government regulations; and (d) provide Qdrant with all reasonably available information if Customer reports a non-conformance in the Cloud Service so that Qdrant may diagnose and remedy such non-conformance.

(2) **Compliance with Laws.** Customer will be solely responsible for, and agrees to comply with, all applicable laws, however designated, with respect to the use of and access to the Cloud Service, including without limitation any applicable laws regarding the export and re-export from any jurisdiction of software, technical data and information or derivatives of such software, or technical data and information as well as Data Protection Laws and laws concerning the protection of Intellectual Property Rights.

(3) **Restrictions.** Customer is not allowed to and will not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (including Customer Affiliates) the Cloud Service or the Customer Account, except as otherwise expressly permitted under the Cloud Service Order; (b) modify or make derivative works based upon the Cloud Service, or otherwise violate Qdrant’s and/or its suppliers’ Intellectual Property Rights in the Cloud Service; (c) reverse engineer or access the Cloud Service in order to: (i) build a competitive product or service; (ii) build a product using similar ideas, features, functions, or

graphics of the Cloud Service; or (iii) copy any ideas, features, functions, or graphics of the Cloud Service; (d) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material to the Cloud Service; (e) send or store material containing viruses, worms, Trojan horses, spam or other harmful computer code, files, scripts, agents, or programs to or from the Cloud Service; (f) interfere with or disrupt the integrity or performance of the Cloud Service, including but not limited to engaging in denial of service attacks; (g) attempt to gain unauthorized access to the Cloud Service, the SaaS Infrastructure, or Qdrant's internal systems or networks; (h) use the Cloud Service in violation of any applicable law.

(4) **Cooperation Duties.** Customer shall support Qdrant during the Term to a reasonable extent, and Customer shall, in particular, designate at least one dedicated contact person for the performance of the Cloud Service Order, both for commercial and technical questions, that is duly authorized by Customer to legally represent Customer. Customer shall have the right to change any such contact person only upon prior written notice to Qdrant. Qdrant shall not be liable for a failure to provide the Cloud Service or Customer Account in accordance with the Cloud Service Order to the extent that such failure is based on Customer's failure to provide the cooperation or assistance pursuant to this § 5(4). Furthermore, Customer shall reimburse Qdrant for the costs reasonably incurred due to Customer's failure to provide the required cooperation or assistance. However, this shall not apply to the extent that Qdrant failed to take the mitigation actions described hereinafter. If Customer fails to provide the cooperation or assistance pursuant to this § 5(4), Qdrant shall (a) prove to have advised Customer of the required cooperation in advance; (b) notify Customer about its failure to provide the respective cooperation or assistance; and (c) use commercially reasonable endeavors to avoid or mitigate the impact of such omission by Customer on the (timely) provision of the Cloud Service or Customer Account.

(5) **Indemnification.** Customer will indemnify and defend Qdrant and its Affiliates, officers, directors, employees, attorneys, and agents against any and all costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of (a) a claim by a third party alleging that any of Customer's Data Offerings infringes its Intellectual Property Rights; or (b) a violation of laws and/or regulations, including, but not limited to, Data Protection Laws, sanctions regulations, or laws related to export controls. However, in such an event, Qdrant reserves the right to suspend Customer's access to the Cloud Service, if and inasmuch it is required to safeguard its own or the legitimate interests of other customers of the Cloud Service. The rights and remedies granted to Qdrant under this § 5(5) shall only apply if Customer acted at least negligently. In the event of an indemnity obligation under this § 5(5), Qdrant shall: (a) promptly notify Customer in writing of such claim; (b) allow Customer sole control of its defense and settlement; and (c) provide Customer with all available information and reasonable assistance at Customer's expense.

(6) **Publicity.** Qdrant may use the Customer's name and logo ("CustomerMarks") in its Customer list (including on the website, social media, and in sales and marketing materials). Qdrant shall use Customer Marks in accordance with Customer's applicable branding guidelines and Qdrant may not use Customer's name in any other way without Customer's prior written consent.

§ 6 Customer's Payment Obligations

- (1) **Subscription Fees.** Qdrant may charge and collect payments from Customer (except for Customer's use of the Free Version), including without limitation Subscription Fees, as set forth in the Cloud Service Order.
- (2) **Payment of Subscription.** Subscription Fees shall become payable, and shall be paid to Qdrant, within fourteen (14) days upon Customer's receipt of the respective invoice from Qdrant. Qdrant shall invoice the Subscription Fees monthly, quarterly, or annually in advance in accordance with Customer's selection in the Cloud Service Order. Subject to the terms of the Cloud Service Order, all payments to Qdrant shall be made in Euros (EUR) and/or US Dollars (USD) and only via the payment methods explicitly agreed in the Cloud Service Order.
- (3) **Adjustment of Fees.** Qdrant may adjust the fees, including Subscription Fees, set forth in the Cloud Service Order as appropriate. Adjustments may be made to reflect (a) increased value from new features or functionalities; and/or (b) changes in cost incurred for salaries and wages as well as purchasing IT services. However, adjustments may be considered only for future billing periods and shall take effect from the date specified by Qdrant, nonetheless no sooner than one (1) month after Customer's receipt of notification of the fee adjustment.
- (4) **Billing Information.** Customer agrees to provide Qdrant with complete and accurate billing and contact information including (a) its legal company name, street address; (b) e-mail, name and telephone number of an authorized billing contact and/or responsible person(s); (c) its Value Added Tax (or a similar tax) and company registration codes (regardless of whether VAT is not applicable due to reversed-charge procedure); and (d) any purchase order or other numbers or references Qdrant should state in its invoices. Customer agrees to update this information, by notifying Qdrant respectively in writing, within thirty (30) days of any change to it. If Customer fails to provide or timely update any of the foregoing information, Qdrant shall be entitled to use the latest information provided by Customer for any future invoice; in such event, Customer shall have no claim whatsoever to dispute the invoice or delay payment of the invoice on the ground of missing or incorrect billing and/or contact information.
- (5) **Late Payment.** Delinquent invoices are subject to the statutory interest rates on any outstanding balance and reimbursement of expenses incurred by Qdrant. If a payment is not disputed in good faith (and in addition to its other rights), Qdrant reserves the right to terminate the Cloud Service Order, or to suspend Customer's access to the Cloud Service if any delinquent payment is not received by Qdrant within fourteen (14) days after notice to Customer of such delinquency.
- (6) **Taxes; Fees for Payment Services.** Qdrant's fees do neither include Taxes, nor include any Fees. Customer shall be responsible for paying all Taxes associated with its use of the Cloud Service as well as all Fees in connection with its payment of Qdrant's invoices. If Qdrant has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, Qdrant will invoice Customer, and Customer will pay that amount unless Customer provides Qdrant with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Qdrant alone is responsible for taxes assessable against Qdrant based on its net income, property, and employees.
- (7) **Set-off.** Customer may not set off any amount against invoices of Qdrant unless Qdrant has acknowledged in writing to owe such amount, or it has been held in an uncontested court decision that Qdrant owes such amount.

§ 7 Term and Termination of the Cloud Service Order

(1) **Term.** The Cloud Service Order commences on the Effective Date. The Cloud Service Order will remain in force for the Initial Term, and it will be tacitly and automatically renewed for consecutive Renewal Terms, unless either Party elects to terminate the Cloud Service Order by giving the respective other Party written notice at least ninety (90) days prior to the then current end date.

(2) **Term for the Free Version.** In deviation from § 7(1) above, Qdrant and Customer may terminate Customer's use of the Free Version for convenience at any time, and regardless of the Term, by giving the respective other Party respective written notice. Neither Party shall be entitled to any compensation or claims for damages in the event of a termination of the Free Version.

(3) **Termination for Cause.** Either Party may, by written notice to the respective other Party, terminate the Cloud Service Order for cause and with immediate effect upon at least fourteen (14) days' written notice to the other Party of such other Party's material breach of its obligations if such breach remains uncured at the expiration of such period. Any other statutory rights of the Parties to declare extraordinary termination shall remain unaffected.

(4) **Consequences of Termination or Expiration.** If the Cloud Service Order expires for whatever reason, (a) any rights to use the Cloud Service shall expire; and (b) Customer is obliged to cease using or attempting to access the Cloud Service via its Customer Account. However, in no event will any termination or expiration of the Cloud Service Order relieve Customer of the obligation to pay any fees payable to Qdrant for the services rendered prior to the effective date of such termination or expiration. Qdrant has no right or obligation to retain any Customer Data more than thirty (30) days after expiration of the Cloud Service Order and will delete or destroy any Customer Data in its possession or control thirty (30) days after expiration of the Cloud Service Order, unless where a statutory obligation requires Qdrant to retain some of the Customer Data. In such circumstances, Qdrant will destroy this portion of the Customer Data as soon as such statutory obligation to retain them expires. For the avoidance of doubt, Qdrant shall have no right to create Aggregated Data upon the effective date of a termination of the Cloud Service Order.

§ 8 Qdrant's Warranties

(1) **Quality of the Cloud Service.** Qdrant warrants (*gewährleistet*) that, when used in accordance with the Documentation, the functionality of the Cloud Service will be in accordance with the Documentation. In the event of defects or malfunctions attributable to Qdrant, Qdrant may initially remedy the defect by releasing updates which do not contain the defect or by patching the Cloud Service to remedy the defect. If Qdrant fails to rectify a defect, Customer may, at its discretion, reduce the Subscription Fees payable to Qdrant or, unless the defect only insignificantly impairs the contractual use of the Cloud Service, terminate the Cloud Service Order for cause. Subsequent performance, however, shall only be deemed to have failed if Customer has given Qdrant sufficient opportunity to remedy the defect within a reasonable period of time without the due success having been achieved. The provision of a provisional solution that circumvents the defect (workaround) shall be taken into account when determining the time limit.

(2) **Third-Party Claims.** If Customer becomes aware of any third party's claim that the provision and/or use of the Cloud Service or a service infringes upon their or any third party's Intellectual Property Rights, Customer shall promptly notify Qdrant of such claim. To the extent

possible, Qdrant shall, at its own expense, undertake the defense against the alleged infringement of Intellectual Property Rights and engage in negotiations to settle the dispute. Customer shall reasonably assist Qdrant in such defense and settlement negotiations.

(3) **Remedying of Legal Defects.** If Qdrant receives a notice from Customer or otherwise becomes aware, through a judicial or extrajudicial claim, lawsuit, demand, proceeding, or the intention of a third party, of any of the aforementioned claims relating to an alleged infringement or unauthorized appropriation of Intellectual Property Rights by the Cloud Service or the services, Qdrant may, at its discretion: (a) modify the Cloud Service or the services in a manner that prevents any further claim of infringement or unauthorized appropriation of third-party Intellectual Property Rights, with Qdrant providing reasonable support to Customer in connection with such modifications to ensure continued and appropriate use of the Cloud Service or services; (b) obtain a license for Customer's continued use of the Cloud Service or services in accordance with the Cloud Service Order; or (c) terminate the Cloud Service Order, to the extent affected by the third party's Intellectual Property Rights, by giving written notice to Customer with a thirty (30) day notice period and refund the prepaid Subscription Fees for the affected portion of the Cloud Service or services for the remaining Term. The further liability of Qdrant for legal defects remains unaffected, subject to the provisions in § 10 of this QCSA.

(4) **Limitations of Warranties.** Customer acknowledges that Qdrant does not control the transfer of data over communications facilities, including the Internet, and that the use of the Cloud Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Customer also acknowledges that Qdrant's factual power to influence provision of the SaaS Infrastructure is limited. In addition, Qdrant shall not be liable if the use of the Cloud Service is impaired due to improper installation, operation, or maintenance by Customer or a third-party on Customer's behalf. In particular, any warranty shall be excluded for impairments caused by the fact that the Cloud Service is used under conditions that do not correspond to the hardware and software environment specified in the Documentation. Qdrant will not be responsible for any destruction, damage, loss, or failure to store any Customer Data beyond its reasonable control or resulting from a failure in data transmission or operation of the Cloud Service by Customer.

(5) **Warranties for the Free Version.** Notwithstanding the generality of the foregoing, if Customer uses the free version, Customer's right to claim damages in case of defects shall be limited to cases in which Qdrant maliciously concealed (*arglistig verschweigen*) a defect of the Cloud Service.

§ 9 Qdrant's Liability

(1) **General.** With the exception of liability (a) under the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*); (b) due to injury to life, limb or health; (c) in the event of willful misconduct or gross negligence; and/or (d) for a breach of an independent quality guarantee (*Beschaffenheitsgarantie*), Qdrant's liability shall be limited or excluded as per the following paragraphs.

(2) **Limitation of Liability.** In the event of simple negligence, Qdrant shall, in the absence of an explicit agreement of the Parties on a liability cap, only be liable for the breach of substantial contractual obligations, thus obligations, the fulfilment of which makes the proper execution of this QCSA possible at all, and the breach of which endangers the achievement of the purpose, and the compliance with which Customer may rely upon. In these cases, Qdrant's liability is

limited to the damages that are foreseeable according to the type of the business in question, and that are typical for the contract.

(3) **No Liability Without Fault.** A liability without fault for defects that already existed on the Effective Date (§ 536a para. 1 Alt. 1 German Civil Code (*Bürgerliches Gesetzbuch, BGB*)) shall be excluded, unless such defect relates to an expressly guaranteed feature or specification, or Qdrant has maliciously concealed such defect.

(4) **No Liability for the Free Version.** Qdrant shall not be liable to Customer for Customer's use of the Free Version.

(5) **Force Majeure.** Qdrant will not be liable to Customer for any delay or inability to perform its obligations or otherwise, if such delay or inability arises from a Force Majeure Event. In such a Force Majeure Event, the time for performance will be extended for a period of time equal to the length of the delay or inability to perform. Either Party may terminate this QCSA if the Force Majeure Event continues for more than eight (8) weeks.

(6) **Exclusion of Liability.** All other liability on the part of Qdrant shall be excluded regardless of its legal and factual foundation. All liability claims shall become statute-barred within twelve (12) months.

(7) **Liability of Qdrant Staff.** Insofar as the liability of Qdrant is excluded or limited, this also applies to the personal liability of Qdrant's Affiliates, legal agents, assistants, employees, staff members, personnel, directors, representatives, and vicarious agents.

§ 10 Ownership of Intellectual Property Rights

(1) **Qdrant's Intellectual Property.** No jointly owned Intellectual Property Rights are created under or in connection with this QCSA. Qdrant owns all rights, title, and interest, including all related Intellectual Property Rights, in and to the Qdrant Technology, the Cloud Service, and the Aggregated Data. The foregoing also includes any and all system performance data and machine learning, including machine learning algorithms, and the results and output of such machine learning unless stated to the contrary in this QCSA. In addition, Customer acknowledges that Qdrant may use, copy, extract, modify, distribute, analyze, compile, and display the Aggregated Data for routine business purposes, including without limitation for developing, enhancing, improving, and supporting Qdrant products and services, or as required by law, and may share versions of the Aggregated Data. Qdrant's name and logo, and the product names associated with the Cloud Service are or may be trademarks of Qdrant, and no right or license is granted to use them under this QCSA, unless stated to the contrary in this QCSA.

(2) **Customer Ideas.** Unless explicitly stated to the contrary at the time of their provision to Qdrant, by providing to Qdrant any Customer Ideas, Customer agrees and/or undertakes that (a) Customer Ideas do not contain the confidential or proprietary information of third parties; (b) Qdrant is under no obligation of confidentiality, express or implied, with respect to the Customer Ideas; and (c) Qdrant may have something similar to the Customer Ideas already under consideration or in development. Customer, as regards Customer Ideas, grants Qdrant an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works of, publish, distribute, and sublicense any Customer Ideas, and Customer irrevocably waives, and causes to be waived, against Qdrant and any users of Qdrant's Cloud Service or any other Qdrant products or services incorporating such Customer Ideas any claims and assertions of any moral rights contained in such Customer Ideas.

§ 11 Confidential Information

- (1) **Degree of Care.** The Receiving Party will use at least the same degree of care in protecting the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- (2) **Restrictions of Use.** The Receiving Party shall: (a) not use the Disclosing Party's Confidential Information except as permitted under this QCSA; and (b) limit access to the Disclosing Party's Confidential Information to its employees, representatives, and contractors who need such access to perform their duties hereunder, and who either owe a duty of confidentiality to the Receiving Party or are bound by professional secrecy obligations with protections no less stringent than those set forth in this QCSA.
- (3) **Aggregated Data.** For the avoidance of doubt, Aggregated Data shall not constitute Confidential Information of Customer. Aggregated Data shall, however, be Confidential Information of Qdrant.
- (4) **Disclosure on Legal Reasons.** The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent compelled by law to do so, provided that the Receiving Party uses reasonable efforts to give the Disclosing Party prior notice of the compelled disclosure and reasonable assistance, at the Disclosing Party's cost, in order to permit the Disclosing Party to contest or limit the disclosure. Nothing in this § 11 shall be read or construed so as to impose an obligation on the Receiving Party that would conflict with, if applicable, the Receiving Party's obligations under any national law implementing Directive (EU) 2016/943 (Trade Secrets Directive) and/or Directive (EU) 2019/1937 (Whistleblower Directive).
- (5) **Return of Confidential Information.** Upon the Disclosing Party's request, however, at the latest upon expiration or termination of the Cloud Service Order, the Receiving Party shall, if so requested by the Disclosing Party, return to the Disclosing Party any Confidential Information, including without limitation all documents and data carriers, and otherwise delete all of the Disclosing Party's Confidential Information from any of its computers or other devices containing Confidential Information, destroy all documents and materials containing, incorporating, or derived from the Confidential Information, and shall order all recipients to do likewise. Upon the Disclosing Party's request, the Receiving Party shall confirm in writing that it has acted in accordance with this paragraph 5.
- (6) **Survival.** The foregoing confidentiality obligations shall survive termination of the Cloud Service Order, regardless of cause, and continue to apply for a period of five (5) years upon expiration of the Cloud Service Order.
- (7) **Prevalence.** For the avoidance of doubt, the preceding paragraphs of this § 11 shall not apply where, prior to the Effective Date, the Parties have entered, or, after the Effective Date, enter into a separate agreement on the Parties' obligations as regards the respective other Party's Confidential Information.

§ 12 Processing of Personal Data

- (1) **Processing by the Parties.** The Parties hereto acknowledge that, for the purposes of conclusion and execution of this QCSA, they may be required to process personal data of the respective other Party or such other Party's representatives or employees. The Parties shall, in such event, always observe the duties imposed on them in accordance with applicable Data Protection Laws. Qdrant shall, in particular, make available to any Team Member, the privacy policy available in the respectively current version under <https://qdrant.to/cloud-privacy>.

(2) **Data Processing on Behalf of Customer.** Where Customer submits to the Cloud Service any Customer Data that consists of, comprises, or contains personal data, Qdrant processes personal data as a processor on Customer's behalf, who will be the controller with respect to the processing of such Customer Data. The processing of personal data will be subject to the obligations and information set forth in the Cloud Data Processing Agreement which shall form an integral part of this QCSA.

(3) **Evaluation of Compliance.** Notwithstanding any liability obligation on the part of Qdrant, Customer, in order to best mitigate the adverse effects of such discovery, shall immediately inform Qdrant if, under Data Protection Laws, any Customer Data, Usage Data, or Aggregated Data would constitute, consist of, or contain a category of data the processing of which by Qdrant, in accordance with such Data Protection Laws, would impose further obligations on Customer, Qdrant, or both Parties.

§ 13 **Dispute Resolution; Applicable Law; Jurisdiction**

(1) **Escalation Procedure.** In the event of any controversy or claim arising out of or in connection with this QCSA, the Parties agree to consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory amicable solution. Notwithstanding either Party's right to seek injunctive relief at a court of competent jurisdiction, the Parties shall attempt to find an amicable settlement at least for a period of sixty (60) days upon occurrence of the controversy or claim, and the Parties shall bring to the competent court of jurisdiction any controversy or claim only upon expiry of said settlement period.

(2) **Governing Law.** This QCSA will be solely governed by the laws of the Federal Republic of Germany without regard to the choice or conflicts of law provisions of any jurisdiction, and with the exception of the United Nations Convention on the International Sale of Goods (CISG).

(3) **References.** Any references to the application of statutory provisions in this QCSA shall be for clarification purposes only. Even without such clarification, statutory provisions shall apply unless they are modified or expressly excluded in this QCSA.

(4) **Jurisdiction.** Without prejudice to paragraph 1 above, any disputes arising out of or in connection with this QCSA, regardless of cause and their legal foundation, will be subject to the exclusive jurisdiction of the courts located in Berlin, Germany (*Landgericht Berlin*).

(5) **Waiver.** The failure of either Party to enforce any right or provision of this QCSA will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

§ 14 **Changes to this QCSA**

(1) **Changes to this QCSA.** Qdrant reserves the right to modify or amend the terms and conditions of this QCSA, including all other documents referenced herein, on important grounds, including without limitation (a) changes in the legal or statutory framework (e.g. in tax or customs law, or due to changes in the validity and effect of comprehensive trade agreements with relevance for the contractual relationship); (b) regulatory gaps in the terms and conditions of this QCSA; or (c) changes required upon a modification of the Cloud Service, including the introduction of new features and/or functionality. Any such changes shall enter into force only on the date respectively specified by Qdrant and communicated in advance to Customer. For this purpose, Qdrant shall inform Customer in writing in good time, i.e. no later than four (4) weeks before the changes shall come into force. This reservation of Qdrant's right to introduce changes

to this QCSA shall not include changes that would unreasonably disadvantage Customer by significantly disturbing the contractual balance between the Parties.

(2) **Special Right of Termination.** In the event of a modification or an amendment to this QCSA, that is not only (a) required for Qdrant, Customer, or the Parties to comply with applicable laws; and/or (b) beneficial for Customer, Customer shall have a special right of termination with respect to the Cloud Service Order. Customer may exercise this right until the announced change takes effect, and it may terminate the Cloud Service Order as of the date the changes take effect.

§ 15 Miscellaneous Provisions

(1) **Mutual Representations and Warranties.** Each Party represents and warrants that: (a) it is an officially registered company, established in accordance with all provisions of domestic law at such Party's seat of business, and with a recognized and active legal entity, that has the power to enter into and perform this QCSA; (b) this QCSA's execution has been duly authorized by all necessary corporate action of the Party; (c) this QCSA constitutes a valid and binding obligation on it, enforceable in accordance with its terms; (d) neither it nor its employees or agents has or have offered or will offer any illegal bribe, kickback, payment, gift, or thing of value in connection with this QCSA; and (e) neither the Party itself nor the natural persons acting on behalf of that Party is named on any applicable denied-party or sanctions list.

(2) **Entire Agreement.** This QCSA comprises the entire agreement between Customer and Qdrant, and it supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the Parties regarding its subject matter. No text or information set forth on any purchase order, preprinted form or document will add to or vary the terms and conditions of this QCSA. No modification or amendment of this QCSA shall be effective unless in writing and signed by the Parties.

(3) **Severability.** If any provision of this QCSA is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall remain in full force and effect.

(4) **Relationship of the Parties.** No joint venture, partnership, employment, or agency relationship exists between Customer and Qdrant as a result of the collaboration under this QCSA.

(5) **Assignment; Change of Control.** This QCSA and the rights and obligations thereunder may not be assigned by either Party, whether by operation of law or otherwise, without the prior written consent of the other Party, which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this QCSA in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of the other Party. In the event of an assignment as described in the preceding sentence, the assigning Party shall provide the other Party with written notice of the assignment. Neither Party may assign this QCSA to a competitor of the other Party without that other Party's consent. Subject to the foregoing, this QCSA will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any assignment in violation of this § 15(5) shall be deemed void *ab initio*. § 354a of the German Commercial Code (*Handelsgesetzbuch, HGB*) shall remain unaffected.

(6) **Written Form Requirements.** If "written form" is required in this QCSA, or if it is stipulated in this QCSA that declarations of the Parties are to be made "in writing", then the written form within the meaning of § 126 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is meant. Transmission of documents that are electronically signed (e.g., by DocuSign®) maintain

the agreed form. However, the sending of a simple e-mail or other electronic message does not comply with the agreed form.

(7) **Headings.** The headings in this QCSA are for convenience purposes only, and they shall not in any case be understood as to alter, limit, amend, augment, or otherwise change the meaning of any section of this QCSA.

(8) **Language.** This QCSA is made in the English language. For the avoidance of doubt, the English language version of this QCSA shall prevail over any translation thereof. However, where a German translation of a word or phrase appears in the text of this QCSA, the German translation of such word or phrase shall prevail.

§ 16 Contacts

(1) **Notices to Qdrant.** All notices to Qdrant must be sent to the address indicated at the top of this QCSA, or by e-mail to info@qdrant.com.

(2) **Notices to Customer.** All notices to Customer will be sent to the physical address or the e-mail address provided by Customer in the Subscription Request, or any other physical or e-mail address provided by Customer at a later point in time.