

MuleSoft, Inc. ("MuleSoft") invites you ("You") to participate, from time to time, in review and testing of MuleSoft's pre-GA release prototypes, mark-ups, and software, including cloud and on premise offerings, and any associated documentation, including user guides, (collectively, the "Free Software" and, collectively with any other accompanying software, the "Products"). To be eligible to participate, please read this Pre-GA License Agreement (the "Agreement") carefully. If You agree to these terms, please enter your user information to reflect your agreement to the terms herein. Following receipt, MuleSoft may elect, at MuleSoft's sole discretion, to provide You with a copy of the Product, and may, from time to time, provide You with additional information, additional Products or revisions to a Product, which shall be deemed to be part of the "Product".

1. GRANT OF LICENSE.

(a) MuleSoft grants You a limited, non-exclusive, nontransferable, royalty-free license to access, install and use the Product, solely to develop and test the Free Software in a development environment and to evaluate the Free Software for the purpose of providing feedback to MuleSoft. For clarity, the Product may not be copied and may only be used in a development environment. All other rights are reserved to MuleSoft. You shall not rent, lease, sell, sublicense, assign, or otherwise transfer the Product to any other party. You may not reverse engineer, decompile or disassemble the Product. MuleSoft and its suppliers shall retain title and all ownership rights to the Product.

(b) You agree to provide MuleSoft with feedback about the Products, including but not limited to usability, bug reports and test results. You will use reasonable efforts to review and comment on all documentation supplied. All test results, bug reports, suggestions, enhancement requests, recommendations and other feedback provided shall be the property of MuleSoft and may be used by MuleSoft for any purpose. Due to the nature of our development, MuleSoft provides no assurance that any errors in the Product will be corrected.

(c) Further, the Product may contain a time-out feature that disables its operation after a certain period of time. In the event that the Product includes a time-out feature, You should refer to the documentation provided with the Product, including any on-line documentation, for determining the time period and/or specific date upon which the Product will expire.

(d) If the Product is a development tool, You can write and compile applications for Your own personal use, but You do not have a right to distribute or share those applications or any files of the Product that may be required to support those applications. APPLICATIONS THAT YOU CREATE MAY REQUIRE THE PRODUCT IN ORDER TO RUN. UPON EXPIRATION OF THE PRE-GA TESTING PROJECT, THOSE APPLICATIONS MAY NO LONGER RUN. You should therefore take precautions to avoid any loss of data that might result.

(e) You may disclose the Product only to Your employees who have a need to know in order to accomplish the purposes identified in Section 1(a), and only if You have written non-disclosure agreements with Your employees sufficient to enable You to comply with the terms of this Agreement.

(f) You will maintain accurate records as to your use of the Products as authorized by this Agreement during the term hereof (per Section 2) and for at least two (2) years from the termination of this Agreement. MuleSoft, or persons designated by MuleSoft, will, at any time during the period when You are obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Free Software is being used by You in accordance with the terms

of this Agreement, provided that: (a) MuleSoft may conduct no more than one (1) audit in any 12-month period; (b) any such audit shall be subject to a mutually agreed upon non-disclosure agreement (including any third party agent MuleSoft may use in connection with such audit); (c) the audit will be conducted during normal business hours; and (d) MuleSoft shall use commercially reasonable efforts to minimize the disruption of Your normal activities in connection with any such audit. Any such audit will be performed at MuleSoft's expense, provided, however, that You shall promptly reimburse MuleSoft for the cost of such audit and any applicable fees if such audit reveals a breach of this Agreement.

(g) In the event MuleSoft, in its sole discretion, elects to provide the Product to more than one individual employed by You (if You are not a single individual), each such recipient shall be entitled to exercise the rights granted in this Agreement, and shall be bound by the terms and conditions herein.

(h) In connection with Your use of the Products, MuleSoft may store, monitor, track, or inspect data that is accessible by the Products in connection with this Agreement.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date accepted by You and shall continue until terminated by MuleSoft in writing at any time, with or without cause. The license granted in Section 1 with respect to the Product will terminate without notice upon the earlier of (i) commercial release of the Free Software (ii) one year after the last date You receive the Product or any Update (as defined below) thereto, unless terminated earlier by MuleSoft (iii) or when MuleSoft, at its sole discretion, deactivates the corresponding pre-GA project. Upon the termination of this Agreement and/or the license granted in Section 1 with respect to the Product (or upon request by MuleSoft), You shall certify destruction of all materials provided by MuleSoft. The following Sections shall survive termination or expiration of this Agreement (either in its entirety or with respect to the Product): Sections 1(b), 1(f), 1(h), 5, 6, 7, 8, 9, and 11 through 16.

3. COST OF TESTING. There is no charge to You for testing of the Product nor shall You be compensated or reimbursed for any costs or expenses incurred by You in connection with Your testing.

4. PRODUCT MAINTENANCE. MuleSoft is not obligated to provide technical support or updates to You for any Product under this Agreement. However, MuleSoft may, in its sole discretion, provide further pre-release versions, technical support, updates and/or supplements of the Product and/or related information ("Updates") to You hereunder, in which case such Updates shall also be deemed to be included in the "Product" and the "Free Software," and therefore governed by this Agreement. In no event shall MuleSoft be obligated to provide You a copy of the commercial release version (if any) of any Product in connection with Your participation in the pre-GA release. MuleSoft is not obligated to make any Product commercially available.

5. CONFIDENTIALITY. The Product, including its existence and features, and related information is the proprietary and confidential information of MuleSoft and its suppliers. You agree not to disclose or provide the Product, documentation, or any related information (including the Product features or the results of Your use or testing) to any third party, for a period of five years following receipt of the Product or commercial release of the Product, whichever occurs first, or to use the Product at any time for any purpose other than as provided in this Agreement. However, You may disclose confidential information in accordance with judicial or other governmental order, provided You give MuleSoft notice of such order in reasonable time for

MuleSoft to seek a protective order prior to disclosure and shall comply with any applicable protective order or equivalent. Further, You shall not be obligated to maintain the confidentiality of information that You can prove (1) is already known to You without an obligation to maintain the same as confidential prior to receipt from MuleSoft; (2) is or becomes publicly known other than through a wrongful act by You; (3) is rightfully received by You from a third party without breach of an obligation of confidentiality owed to MuleSoft; or (4) is independently developed by You without the use of the confidential information.

6. **INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Products, are owned by MuleSoft or its suppliers. All title and intellectual property rights in and to the content that may be accessed through use of the Product are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants You no rights to use such content. If the Product contains documentation that is provided only in electronic form, You may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Product. All rights not expressly granted are reserved by MuleSoft.

7. **DISCLAIMER OF WARRANTIES.** The Product is deemed accepted upon receipt. The Product is still being tested and developed by MuleSoft, may be changed substantially before commercial release or not commercially released, and is provided to You without charge. To the maximum extent permitted by applicable law, MuleSoft and its suppliers provide the Product and support services related to the Product (if any) (“Support Services”) as is and with all faults, and hereby further disclaim with respect to the Product all warranties and conditions, express, implied or statutory, including without limitation any (if any) implied warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, and non-infringement, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. You assume the entire risk arising out of the use or performance of the Product and documentation and any Support Services.

8. **EXCLUSION OF CERTAIN DAMAGES.** To the maximum extent permitted by law, in no event shall MuleSoft or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for: lost profits, business interruption, loss of data, loss of confidential or other information, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of this agreement or in any way related to the use of or inability to use the Product, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of MuleSoft or any supplier, even if MuleSoft has been advised of the possibility of such damages.

9. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that You might incur for any reason whatsoever (including, without limitation all damages referenced above and all direct or general damages), the entire liability of MuleSoft and any of its suppliers under any provision of this agreement and Your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by

You based on reasonable reliance up to five dollars (US\$5.00). The foregoing limitations, exclusions and disclaimers (including Sections 7 and 8 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. **HIGH RISK ACTIVITIES.** The Product is not fault-tolerant and is not designed for use or resale in hazardous environments requiring fail-safe performance or in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). MuleSoft and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

11. **GOVERNING LAW; ATTORNEYS’ FEES.** This Agreement shall be governed by the laws of the State of California without regard to conflicts or choice of law thereof or of any other jurisdiction, and You hereby consent to the exclusive jurisdiction of the state and federal courts sitting in San Francisco, California. You hereby agree to waive all defenses of lack of personal jurisdiction and forum non conveniens. If either party enforces any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, costs and other expenses.

12. **EXPORT RESTRICTIONS.** You may not export or re-export the Free Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. You acknowledge that the Free Software is subject to export restrictions by the U.S. government and import restrictions by certain foreign governments. You shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Free Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any U.S. or foreign agency or authority. You agree to the foregoing and warrant that You are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and is not being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the U.S. government.

13. **GOVERNMENT END-USERS.** The Free Software is deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Free Software by the U.S. Government shall be governed solely by the terms of this Agreement. This product was developed at private expense. All other use is prohibited

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between MuleSoft and You with respect to this subject matter, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings or agreements not specifically incorporated herein. (This Agreement may not be modified or supplemented in any other way, except in a writing signed by authorized representatives of You and MuleSoft. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be

unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. Headings are provided for convenience only and have no substantive effect on the construction of this Agreement.

15. **INDEPENDENT CONTRACTORS.** You agree that You are an independent contractor and there is no relationship of partnership, joint venture, employment, franchise or agency created between You and MuleSoft. You do not have the power to bind MuleSoft or incur obligations on MuleSoft's behalf without MuleSoft's prior written consent.

16. **PARTIES BOUND.** The individual accepting this Agreement represents that he or she has authority to execute this Agreement on behalf of his/her employer and agrees that the relevant Products shall remain on the company premises at all times, if testing on premise offerings, unless otherwise agreed by MuleSoft. If testing cloud offerings, the individual accepting this Agreement agrees that they will not permit or allow unauthorized employees or individuals to use or access the software. As used in this Agreement, the terms "You" and "Your" shall include both the individual and his/her employer.