HYDRAS, INC.

TERMS OF SERVICE

Updated: MAY 26, 2022

PLEASE READ THESE TERMS OF SERVICE ("**TERMS**") CAREFULLY BEFORE USING THE SERVICE OFFERED BY HYDRAS, INC. ("**HYDRAS**"). THESE TERMS ARE BY AND BETWEEN HYDRAS AND THE ENTITY ON WHOSE BEHALF THE INDIVIDUAL ACCEPTING THIS AGREEMENT ACCEPTS THIS AGREEMENT ("**CUSTOMER**"), AND BY CREATING AND CONFIGURING AN ACCOUNT FOR USE OF THE SERVICE, WHERE CUSTOMER CLICKS "I ACCEPT" AND SUBMITS VIA HYDRAS' STANDARD ONLINE PROCESS OR BY EXECUTING A COPY OF THESE TERMS WITH HYDRAS, CUSTOMER AGREES TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDERS (DEFINED BELOW), THE "**AGREEMENT**") TO THE EXCLUSION OF ALL OTHER TERMS. IF CUSTOMER DOES NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, CUSTOMER SHALL NOT USE THE SERVICE. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

Hydras reserves the right to change, modify or remove portions of these Terms at any time. Hydras shall provide Customer with sixty (60) days' notice prior to making any material changes by posting a notice on Hydras' website, by sending Customer an email and/or by some other means. The most current version of the Terms shall be posted at https://hydras.io/legal/tos. The updated terms shall become effective upon Customer's renewal.

1. THE SERVICE

Upon mutual execution (the "**Effective Date**"), each Order shall be incorporated into and form a part of the Agreement. An "**Order**" shall mean (i) the purchase order, order form, or other ordering document entered into by the parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Service through Hydras' standard online process, the results of such online process. Subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on an applicable Order), Hydras grants Customer a non-exclusive, limited, personal, non-sublicensable, non-transferable (except in compliance with Section 18) license to use the Hydras service(s) specified in such Order (collectively, the "**Service**") during the applicable Initial Term or Renewal Term (in each case, as defined below) for the internal business purposes of Customer, only as provided herein and in accordance with Hydras' official user documentation posted online.

The Service shall include Hydras' proprietary hosted software platform, as made available to Customers from time to time. For clarity, the Service is fundamentally dependent on credentials, queries, schema, and specifications used to operate database management system PostgreSQL, also known as Postgres (collectively, "**Postgres Features**"). Postgres is a free, open-source database management system and as such Hydras will not be responsible or liable for any underlying inaccuracies or errors in the functionality or operability of the Postgres Features (and Hydras' non-performance due to such will not be a breach of this Agreement). Additionally, at the Customer's option and direction, the Service may be configured to operate in or be compatible with database technologies provided by Snowflake Inc. ("**Snowflake Technologies**"). Hydras shall not be responsible or liable for the Snowflake Technologies and it shall not be a breach of this Agreement if Hydras is unable to perform the Service due to unavailability or errors in the Snowflake Technologies.

2.   CUSTOMER TYPES

1.   Depending on the Service being purchased, accessed or subscribed for in connection with this Agreement, there are three different types of Customers:

"**Free Customers**" are Customers who have registered for free accounts. The scope and functionality of the Service provided and accessible to a Free Customer is limited to those services and access rights made available by Hydras to such Free Customer from time to time.

"**Subscribers**" are Customers that have subscribed for paid services from Hydras in one or more Orders. The scope of Service provided and accessible to Subscribers is limited to those services, functionalities and access rights set forth on the applicable Order. In the event of any discrepancy between these Terms and the terms of the Order, these Terms shall govern.

"**Authorized Users**" are users who have been authorized to access the Services on behalf of Customer. The scope of Service for Authorized Users is governed in the same manner and to the same extent as the Subscriber or Free Customer (as applicable) on whose behalf such Authorized User is accessing the Service.

3.   IMPLEMENTATION AND PROFESSIONAL SERVICES

2.   In the event that Customer requires any standard or custom implementation assistance or professional services in connection with the Service ("**Professional Services**"), a description of such and the fees shall be set forth either (i) in an Order or (ii) in a separate mutually executed addendum or Statement of Work which references this Agreement (each an "**SOW**," which upon mutual execution, shall be incorporated into and form a part of this Agreement), that shall include the scope, the anticipated schedule, the fee structure, and the deliverables (if any) to be provided as part of the Professional Services. Hydras shall use reasonable commercial efforts to provide such Professional Services. If Hydras provides additional services in excess of any agreed-upon estimate, or if Hydras otherwise provides additional services beyond those agreed to in an Order or SOW, Customer shall pay Hydras at its then-current hourly rates for consultation.

4.   **SERVICE LEVEL AGREEMENT**

For Subscribers, Hydras shall provide an uptime service level agreement as set forth at https://hydras.io/legal/sla. With respect to Free Customers, Hydras shall offer the Service excluding any support, maintenance, and uptime obligations.

5.   **SUPPORT**

For all Customers, Hydras shall use commercially reasonable efforts to provide support services via Hydras' standard support channels during Hydras' normal business hours.

6.   **SERVICE UPDATES**

3.   From time to time, Hydras may provide upgrades, patches, enhancements, or fixes for the Service ("**Updates**"), and such Updates shall become part of the Service and subject to this Agreement; provided that Hydras shall have no obligation under this Agreement or otherwise to provide any such Updates. Hydras shall use commercially reasonable efforts to notify Customer if the Service

may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. With respect to Subscribers, Hydras may cease supporting old versions or releases of the Service at any time in its sole discretion; provided that Hydras shall use commercially reasonable efforts to give Subscriber sixty (60) days prior notice of any major changes. With respect to Free Customers, Hydras (i) reserves the right to withdraw or amend the Service in its sole discretion without notice; (ii) shall not be liable if for any reason all or any part of the Service is unavailable at any time or for any period; and (iii) may from time to time restrict access to some parts of the Service or the entire Service.

7. RESTRICTIONS AND COMPLIANCE WITH LAWS

4. Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party (except for Customer's end users) or for purposes not contemplated under this Agreement; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (vi) use the Service to build an application or product that is competitive with the Service or any other Hydras product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Service; upload invalid data, viruses, worms, or other software agents through the Service; (viii) bypass any measures Hydras may use to prevent or restrict access to or exceed any configurations or parameters imposed by Hydras for the Service (or other accounts, computer systems or networks connected to the Service); or (ix) use the Service in a manner that violates the Terms, any applicable laws or regulations.

5. Customer shall be responsible for maintaining the confidentiality of its password and account name (collectively, "**Credentials**"). Customer may elect to give Hydras temporary access to its Credentials to allow Hydras to trouble-shoot or provide diagnostic support to the Service. Customer agrees to notify Hydras immediately of any known or suspected unauthorized use of its Credentials or any other breach of security. Customer's account is unique to Customer and may not be transferred to any third party. Customer, and not Hydras, shall be liable for any loss that Customer, Hydras and any third party may incur as a result of third party use of Customer's Credentials and account, only in the event and to the extent that such use is permitted by Customer or is a result of Customer's failure to maintain the confidentiality of Customer's Credentials and account.

6. Customer shall be responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (i) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

8. CUSTOMER DATA

7. For purposes of this Agreement, "**Customer Data**" shall mean any data, information or other material provided, uploaded, or submitted by or on behalf of Customer to the Service in the

course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer agrees that Customer, not Hydras, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights and consents necessary to use and provide the Customer Data to Hydras. Hydras shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Hydras is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Hydras' gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use.

8.   Customer agrees and acknowledges that Hydras has the right to freeze any Customer account for eventual termination, deletion or removal of Customer Data if Customer's account is sixty (60) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Hydras may internally use Customer Data for the purposes of providing the Service to Customer, and for generating "**Aggregated Anonymous Data**," which shall mean any data submitted to, collected by, or generated by Hydras in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer. For any Aggregated Anonymous Data, Hydras shall freely use, retain and make available Aggregated Anonymous Data for Hydras' purposes of improving, testing, operating, promoting and marketing Hydras' products and services.

9.   OWNERSHIP

1.   Except for the rights expressly granted under this Section 9, Hydras retains all right, title, and interest in and to the Service (and all data, software, products, works, and other intellectual property created, used, or provided by Hydras for the purposes of this Agreement, including any copies and derivative works of the foregoing).

2.   Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order) shall be deemed a part of the "Service" and subject to this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. To the extent Customer provides Hydras with any feedback relating to the Service (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("**Feedback**"), Customer shall, and hereby does, grant to Hydras a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Hydras notwithstanding anything else. Nothing in this Agreement shall impair Hydras' right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

10.   TERM; TERMINATION

The "**Term**" of Customer's use of the Service shall be: (i) for Subscribers, the Order Term (as defined below); and (ii) for Free Customers, for so long as such Free Customer continues to use or otherwise access the Services or until Hydras discontinues Free Customer's use of the Service for any reason.

Subject to earlier termination as provided below, for Subscribers, the Agreement and Order Term shall commence on the Effective Date and continue until the expiration of the Initial Term and/or all Renewal Term(s) as provided in the applicable Order. This Agreement shall automatically renew for additional successive terms equal to the length of the Initial Term unless earlier terminated pursuant to this Agreement or if Customer gives notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days (ten (10) days in the case of non-payment) of receipt of such notice. Without limiting the foregoing, Hydras may suspend or limit Customer's access to or use of the Service if (i) Subscriber's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Hydras' ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Hydras shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Hydras shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Hydras shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. Upon termination of this Agreement, all rights granted herein and in each Order or SOW to Customer shall terminate and Customer shall make no further use of the Service. The following provisions shall survive termination of this Agreement: Sections 7-9, 12-16, and 18.

11.   SUBSCRIBER FEES

Subscriber shall pay Hydras the fees as set forth in each Order and SOW, if applicable ("**Fees**"). For Subscribers, unless Customer notifies Hydras of cancellation, the purchased subscription of the Service shall automatically renew for additional successive terms equal to the length of the Initial Term and Customer authorizes us to collect the then-applicable subscription Fee or any Fee as specified on an Order for such purchased Service (as well as any taxes) using any credit card or payment mechanism on record. In the event of an increase in Fees, Hydras shall provide notice of such increase in Fees at least ninety (90) days prior to the end of the current term, and the increase shall be effective upon renewal.

For online orders that require payment by credit card, Hydras uses a third-party credit card processing service to process payments (see also below on Third Party Services). Customer consents to the use of such service and to the transfer of Customer's credit card details to such third-party processor. Customer agrees to be bound by any separate terms applicable to the processing service. Customer's credit card shall be charged fees automatically for Customer's use of the Hydras Service at the end of each billing cycle.

Hydras shall review each Subscriber's usage of the Service to ensure that the Subscriber adheres to its selected configurations set forth in each Order, including dedicated or shared compute ("**Compute Configuration**") and maximum monthly network storage (the "**Maximum Storage**"). All account configurations shall be strictly adhered to and hard-limited based on Subscriber's selection on the applicable Order. If a Subscriber exceeds its selected Maximum Storage, Subscribe shall be unable to use the Service and Hydras shall notify Subscriber. If Subscriber wishes to upgrade or change its current account configurations, Subscribers may do so through their account or a new Order. In the event of an upgrade, Subscriber shall be charged a pro-rated amount of any additional fees for the remainder of the billing period, once the features are made available. In the event Subscriber wishes to downgrade any account limits or features, any downgrades and fees reflecting such shall take effect upon the next billing

period. If a Free Customer exceeds the Maximum Storage, the Free Customer shall be notified and shall be unable to utilize the Service to add to the applicable database.

Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Subscriber shall be responsible for all (i) taxes associated with Fees other than taxes based on Hydras' net income, and (ii) Hydras' costs of collection in the event of Subscriber's delinquent payment. All Fees paid are non-refundable (except as otherwise expressly set forth in the applicable Order or applicable SOW) and not subject to set-off.

12. CONFIDENTIALITY

During the term of this Agreement, each party (a "**Disclosing Party**") may provide the other party (a "**Receiving Party**") with confidential and/or proprietary materials and information ("**Confidential Information**"). All materials and information provided by Disclosing Party to Receiving Party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, shall be considered Confidential Information; for the avoidance of doubt, the Service and content of this Agreement are Confidential Information of Hydras. Receiving Party shall maintain the confidentiality of the Confidential Information and shall not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party shall only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section 12 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third party without restriction, or (iv) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely Hydras' "Confidential Information."

13. DISCLAIMER

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND HYDRAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. HYDRAS DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

14. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR

INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO HYDRAS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

15.   INDEMNITY

Each party ("**Indemnitor**") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors and representatives (collectively, the "**Indemnitee**") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim that: (A) in the case of Customer as Indemnitor, the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (B) in the case of Hydras as Indemnitor, the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Hydras do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Hydras (including without limitation any Customer Data), (ii) made in accordance to Customer specifications, (iii) modified after delivery by Hydras, (iv) combined with other products, processes or materials not provided by Hydras (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

16.   NON-SOLICITATION

Until one (1) year after termination or expiration of this Agreement, Customer shall not encourage or solicit any employee or consultant of Hydras to leave Hydras for any reason.

17.   THIRD PARTY SERVICES

9.   Hydras may from time to time make application programming interfaces (APIs) and/or other services operated or provided by third parties ("**Third Party Services**") available to Customer or may allow for certain Third Party Services to be integrated with the Service.

10.   Customer acknowledges and agrees that such Third Party Services are subject to their own terms and conditions and if Customer elects to use any Third Party Service with the Hydras Service, Customer shall be solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Hydras does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party

provider is solely between Customer and such third party provider and is governed by such third party's terms. If Customer does not agree to abide by the applicable terms for any such Third Party Services, then Customer should not install or use such services. For the avoidance of doubt, such third parties are not Hydras' subprocessors.

18. MISCELLANEOUS

The parties shall comply with the additional term and conditions (if any) set forth in each Order or any applicable SOW. In case of any discrepancy between these Terms and the Order/SOW, these Terms shall prevail unless and to the extent otherwise expressly provided in the Order/SOW with reference to a specific clause of these Terms.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent to a successor to all or substantially all of its assets or business to which this Agreement relates.

This Agreement (together with all Orders and SOWs) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement.

No agency, partnership, joint venture, or employment is created as a result of this Agreement.

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the signature blocks below or on an applicable Order. Either party may update its address set forth above by giving notice in accordance with this section.

This Agreement shall be governed by the laws of the State of California without regard to the conflict of law provisions thereof. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, USA, in the English language and the arbitral decision may be enforced in any court. With respect to all disputes arising in relation to this Agreement, but subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to recover costs and attorneys' fees.

Customer agrees to participate in press announcements, case studies, or other forms reasonably requested by Hydras. Hydras may use Customer's name and logo to identify Customer as a Hydras customer on its website and in other marketing materials. Throughout the Term and with Customer's approval, Hydras may create a case study and/or issue a press release concerning Customer's use of the Service. These materials shall be statements of facts about the relationship between Customer and Hydras and shall also

constitute an endorsement. Hydras shall not publicly distribute final versions of such documents without Customer's prior written consent.