

Mattermost Software Evaluation Agreement

Last Updated: October 20, 2026

IMPORTANT – READ CAREFULLY. THIS MATTERMOST, INC. SOFTWARE EVALUATION AGREEMENT (“AGREEMENT”) SETS FORTH THE LEGAL TERMS AND CONDITIONS WHICH GOVERN THE RELATIONSHIP BETWEEN YOU (“CUSTOMER” OR “YOU”) AND MATTERMOST, INC. (THE “COMPANY”) AND THE RELATED TERMS AND CONDITIONS APPLICABLE TO ANY COMPANY PRODUCT MADE AVAILABLE TO YOU FOR EVALUATION UNDER THIS AGREEMENT (“SOFTWARE”). BY CLICKING “I AGREE” OR A SIMILAR BUTTON OR CHECKBOX, OR BY REGISTERING FOR, ACCESSING OR USING THE SOFTWARE, YOU AGREE TO THIS AGREEMENT AS OF THAT DATE (THE “EFFECTIVE DATE”). IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND IT, AND “CUSTOMER” AND “YOU” MEAN THAT ENTITY. THE SOFTWARE IS PROVIDED FOR BUSINESS USE ONLY, AND YOU REPRESENT THAT YOU ARE NOT ACCEPTING THIS AGREEMENT AS A CONSUMER. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SOFTWARE. CAPITALIZED TERMS NOT DEFINED IN CONTEXT ARE DEFINED IN SECTION 13.

PLEASE NOTE: SECTION 11 REQUIRES THAT DISPUTES BETWEEN YOU AND THE COMPANY, INCLUDING DISPUTES ABOUT PAST EVENTS AND ABOUT OPEN SOURCE AND OTHER MATTERMOST SOFTWARE, BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT FOR CERTAIN PROVISIONAL RELIEF.

1. Grant of Rights; Restrictions; Feedback; Authorized Users; Verification

a. Grant of Rights. Subject to the terms and conditions of this Agreement, and solely during the Evaluation Period (which shall run for one hour or for other period of time specified at the time of registration or otherwise in writing by the Company), the Company hereby grants to Customer a royalty-free, limited, personal, non-exclusive, non-transferable and non-sublicensable license to: (i) access a preview, live sandbox environment or other Company-hosted evaluation environment of the Software, as made available by the Company and solely through Authorized Users, for internal use; and (ii) use the documentation, training materials or other materials supplied by the Company to enable such internal use, in each case solely for evaluation purposes and pursuant to the restrictions set forth in this Agreement. Unless the Company expressly agrees otherwise in writing, this Agreement does not license Customer to download, install, host or operate any Software on any system other than the Company’s. If the Company does so agree, Customer may install and run only unmodified Software in object-code form as delivered by the Company, using only license keys issued by the Company, solely for evaluation and not in a production environment, and all terms of this Agreement apply to that Software. Customer will have access to Software documentation determined solely by the Company. This Agreement does not, however, entitle Customer to any additional documentation or media. All of the documentation provided to Customer pursuant to this Agreement is copyright Mattermost, Inc., and is licensed to Customer solely for Customer’s use during the term of this Agreement. Except for such use, Customer does not have the right to copy or redistribute the documentation. The Company retains all rights in the documentation not expressly granted to Customer.

b. Restrictions. Customer shall not, and shall ensure that no other Customer Party will: (i) electronically transmit the Software from one computer to another or over a network; (ii) distribute, sell, lend, rent, lease,

transfer, or grant any rights in or to all or any portion of the Software or documentation; (iii) copy the Software or documentation, in whole or in part; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or documentation; (v) except as expressly provided for in this Agreement, use the Software in connection with any deployed computer system, including without limitation commercial, for-profit, or publicly accessible system or for commercial or revenue generating purposes; (vi) permit third parties to use the Software or documentation, or develop or deploy any system or software including the Software for use by any third parties; (vii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code of any component of the Software; (viii) reproduce, prepare derivative works of, display, perform, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer the Software or documentation or any components thereof; (ix) access or use the Software or documentation in order to build, improve, benchmark or support any Competing Product, or for any other competitive analysis; (x) copy, imitate or reproduce any part, feature, function or user interface of the Software; (xi) circumvent, disable, modify or interfere with any license-key, license-verification, usage-limiting or telemetry mechanism in the Software, or use the Software with any license key or license file not issued by the Company; or (xii) permit anyone other than an Authorized User to access the Software. The restrictions in this Section 1(b) apply to the Software and documentation made available under this Agreement; nothing in this Agreement limits any right Customer has under a Public Software License with respect to source code that Customer obtains under that license.

c. Feedback. Customer will use reasonable efforts to report to the Company any “bugs” or reproducible errors in the Software as they are encountered. Customer agrees that any information or feedback Customer may provide to Company related to the Software or this Agreement is non-confidential and Customer grants Company a non-exclusive, worldwide, fully paid up, perpetual and irrevocable license to use this information/feedback in Company’s business activities without restriction and without payment or accounting to Customer or any third party.

d. Third Party Products and Services. The Software may allow you to access and use artificial intelligence products and services provided by OpenAI. If you do so, you must comply with the Usage Policies and all other applicable terms and policies of Open AI. You are solely responsible for complying with these policies, and will defend and indemnify Company for any liabilities arising from or related to your use of third party products and services, including OpenAI products.

e. Authorized Users; Telemetry; Verification. Customer may permit its employees and contractors to access the Software on its behalf (each, an “Authorized User”), shall cause each Authorized User to comply with this Agreement, and is responsible for the acts and omissions of each Authorized User. Customer shall not disable, block or alter any telemetry, usage-reporting or license-verification functionality of the Software.

2. Intellectual Property Ownership; Acknowledgments; Reservation of Rights

a. Ownership of Intellectual Property. The Software contains proprietary and confidential information of the Company and its licensors. Except to the extent licenses are expressly granted hereunder, each party and each party’s licensors, respectively, retains all right, title and interest in and to all patent, trademark, trade secret rights, inventions, copyrights, know how and trade secrets in and to that party’s respective products and services. The Company retains all right, title and interest in and to any work product created by the Company in the course of providing the Software and any service or support under this Agreement.

b. Acknowledgments. Customer acknowledges and agrees, on behalf of each Customer Party, that: (i) the Company and its licensors own all right, title and interest in and to the Mattermost Materials and the MATTERMOST name and marks, and no Customer Party may use those marks except as permitted by the

Company's published trademark guidelines or with its prior written permission; (ii) software code made available by the Company in any directory named "enterprise" in the Company's source code repositories (including the "server/enterprise" directory of the mattermost/mattermost repository and corresponding directories in the Company's plugin repositories) is licensed solely under the Mattermost Source Available License, is not licensed under the GNU Affero General Public License or any other Public Software License, and may be used in a production environment only under a valid, paid subscription from the Company; (iii) the MIT license that the Company applies to compiled versions of its software applies only to versions compiled by the Company, and any version compiled by anyone else is licensed only under the GNU Affero General Public License (subject to the exceptions the Company publishes with it), the Apache License as to any files the Company makes available under that license, the Mattermost Source Available License as to code described in clause (ii), or a commercial license from the Company; and (iv) license keys and license files for the Company's products may be issued only by the Company.

c. **Reservation of Rights; No Release or Waiver.** Nothing in this Agreement, the Company's entry into it, or the Company's performance of it (i) grants any license to, or releases, waives, ratifies or excuses, any use of Mattermost Materials by any Customer Party at any time before, on or after the Effective Date, except for the limited evaluation rights expressly granted in Section 1(a); (ii) constitutes the Company's acquiescence in or consent to any such use; or (iii) gives rise to any implied license, estoppel, laches, waiver or similar defense. All of the Company's rights, claims and remedies are expressly reserved.

3. No Indemnities; No Warranties. THIS AGREEMENT DOES NOT ENTITLE CUSTOMER TO ANY INDEMNIFICATION OF ANY KIND. THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS." THE COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR SUCCEED IN RESOLVING ANY PROBLEM. CUSTOMER AGREES THAT USE OF THE SOFTWARE IS AT CUSTOMER'S OWN RISK. CUSTOMER HAS NO WARRANTY OR GUARANTEE UNDER THIS AGREEMENT THAT THE OPERABILITY OF ANY OF CUSTOMER'S APPLICATIONS RUNNING WITH THE SOFTWARE WILL BE MAINTAINED WITH ANY SUBSEQUENT OR GENERALLY AVAILABLE VERSIONS OF THE SOFTWARE OR THAT ANY VERSION OF THE SOFTWARE WILL EVER BE MADE AVAILABLE OR MARKETING. EXCEPT AS MAY OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, NEITHER THIS AGREEMENT NOR CUSTOMER'S ACCESS TO THE SOFTWARE ENTITLE CUSTOMER TO RECEIVE SUPPORT SERVICES FROM THE COMPANY FOR THE SOFTWARE.

Disclaimer of Liability for Third-Party AI Output. Customer acknowledges and agrees that certain features or functionalities of the Software may rely on or interoperate with third-party artificial intelligence products or services ("Third-Party AI Tools"). Any outputs, results, data or content generated by such Third-Party AI Tools ("AI Output") are provided solely by the respective third-party providers and are not guaranteed, endorsed, or controlled by the Company. The Company makes no representations or warranties, express or implied, with respect to the accuracy, reliability, legality, or appropriateness of any AI Output. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF, OR RELIANCE ON, ANY AI OUTPUT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, OMISSIONS, OR DAMAGES RESULTING THEREFROM. Customer assumes all risk associated with

the use of Third-Party AI Tools and any resulting AI Output, and is solely responsible for evaluating the accuracy and suitability of such output for its intended purposes.

4. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA, LOST REVENUE OR PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE SOFTWARE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT SHALL THE COMPANY'S LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF THE AMOUNT PAID FOR THE SOFTWARE UNDER THIS AGREEMENT OR FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES), WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY AI OUTPUT OR CUSTOMER'S USE THEREOF, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that AI Output may be unpredictable, inaccurate, incomplete, offensive, or otherwise unsuitable, and Customer assumes all responsibility and risk for evaluating and using any such output.

5. Termination.

a. Termination. This Agreement will terminate automatically at the end of the Evaluation Period. In addition, either party may terminate the Agreement at any time by giving the other party written notice of termination.

b. Effect of Termination. Upon termination or expiration of this Agreement, all licenses granted hereunder shall cease. Substantially concurrent with the end of the Evaluation Period or any earlier termination of this Agreement, Customer shall (in the case of any evaluation the Company has authorized under Section 1(a) to run on systems other than the Company's) remove the Software (by deleting the Software and all copies thereof) from all systems under the control of any Customer Party, and any copies of it made by Customer, unless the Company gives Customer written authorization before close of the Evaluation Period or any earlier termination to retain possession of the Software and copies for a longer time period. For Company-hosted evaluations, Customer's access will be automatically disabled at the end of the Evaluation Period. Upon the Company's request, an authorized officer of Customer shall certify to the Company in writing that Customer has complied with this Section 5(b).

c. Survival. The following sections shall survive any termination of this Agreement: 1(b), 1(c), 1(e), 2, 3, 4, 5(b), 5(c), and 7 through 13, all associated definitions and all accrued rights to payment, if any.

6. Relationship of the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. The parties agree that each is an independent contractor and neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Nothing in this Agreement shall be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship with the other party. Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

7. Export Regulations. The Software is regulated by the Department of Commerce and Export Administration Regulations (and may be subject to export or import regulations in other countries). Customer agrees not to transfer, export or re-export, directly or indirectly, the Software to any Prohibited Entity, and Customer affirms that Customer is not a Prohibited Entity or acting on behalf of any Prohibited Entity. A Prohibited Entity includes any person or entity who is a government end-user (as defined in part 772 of the U. S. Export Administration Regulations), a military end-user, or a resident of any country to which the Export Administration Regulations prohibit exportation of encrypted software. The Company's obligations to provide the Software is subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of technology and software abroad. Customer agrees to comply strictly with all such laws and regulations and hereby acknowledges that Customer has the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery of the Software to Customer

8. Customer Representations and Warranties.

Customer represents and warrants, as of the Effective Date and throughout the Evaluation Period, that:

- a. Authority and Business Use. If Customer is an entity, it is duly organized and in good standing, and the individual accepting this Agreement on its behalf is authorized to do so. Customer is accessing the Software for business purposes and not as a consumer.
- b. No Competing Product. Except with the Company's prior written consent: (i) neither Customer nor any Authorized User is accessing the Software on behalf of, for the benefit of, or to develop, improve or support, any Competing Product; (ii) Customer does not offer, operate or develop, and is not building, any Competing Product; and (iii) no other Customer Party offers, operates or develops, or is building, any Competing Product that incorporates, is based on or is derived from any Mattermost Materials.
- c. Compliance. No Customer Party (i) is using any software code licensed under the Mattermost Source Available License in a production environment without a valid, paid subscription from the Company; or (ii) has generated, signed, distributed or used any license key or license file that was not issued by the Company and that is used with, or represented as being for, any Company product or any software code licensed under the Mattermost Source Available License.
- d. Notice of Change. Customer shall notify the Company in writing promptly if any representation in this Section 8 ceases to be true.

Customer acknowledges that the Company is relying on the representations and warranties in this Section 8 in making the Software available, and that the Company's rights and remedies for their breach are not affected by any knowledge or investigation of the Company or its representatives. Any breach of this Section 8 is a material breach of this Agreement, entitling the Company to terminate this Agreement immediately upon notice, in addition to all other remedies.

9. Confidentiality.

- a. Obligations. Customer shall hold in confidence, and shall not disclose to any third party or use for any purpose other than evaluating the Software under this Agreement, any non-public information disclosed or made available by or on behalf of the Company, including the Software (in any form), documentation, product plans and pricing ("Confidential Information"), using at least reasonable care. Customer shall ensure that each other Customer Party complies with this Section 9.

b. Exclusions. Confidential Information does not include information that Customer can show by written records (i) is or becomes generally available to the public through no fault of any Customer Party; (ii) was lawfully known to Customer without restriction before its receipt from the Company; or (iii) is lawfully received from a third party without restriction. Source code that the Company publishes under a Public Software License or the Mattermost Source Available License is not Confidential Information, but remains subject to the terms of the applicable license.

c. Required Disclosure. If Customer is required by law to disclose Confidential Information, it shall give the Company prompt prior written notice and cooperate with any effort by the Company to obtain protective treatment.

10. Remedies.

a. Equitable Relief. Customer acknowledges that any breach or threatened breach of Section 1(b), 1(e), 2, 8 or 9, and any infringement, misappropriation or other violation of the Company's intellectual property rights, would cause the Company irreparable harm for which damages would be an inadequate remedy. The Company shall be entitled to injunctive relief and specific performance, without posting a bond or other security and without proof of actual damages, in addition to all other remedies.

b. Fees and Costs. In any action, arbitration or other proceeding arising out of or relating to this Agreement or any Dispute, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

11. Dispute Resolution.

a. Scope. Any dispute, claim or controversy between the Company and any Customer Party arising out of or relating to (i) this Agreement or any other agreement between the Company and any Customer Party; (ii) any Mattermost Materials, including any access to, copying, modification, distribution, hosting, provision as a service or other use of any Mattermost Materials; or (iii) any product or service that incorporates or is derived from any Mattermost Materials, in each case whether based in contract, tort, statute (including copyright, trademark, trade secret and unfair competition law) or otherwise, and whether arising from acts or omissions occurring before, on or after the Effective Date (a "Dispute"), shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or, if any party to the Dispute is domiciled outside the United States, by the International Centre for Dispute Resolution under its International Arbitration Rules, in each case as in effect when the arbitration is commenced (the "Rules"). This Section 11 does not apply to any action that was pending in court on the Effective Date.

b. Seat; Tribunal; Language. The seat of arbitration shall be San Francisco, California, United States. The tribunal shall consist of one arbitrator appointed in accordance with the Rules. The arbitration shall be conducted in English, and documents in other languages need not be translated unless the arbitrator orders otherwise.

c. Arbitrability; Separability. The arbitrator shall decide all questions concerning the scope, arbitrability, existence, validity and enforceability of this Section 11. This Section 11 is separable from the rest of this Agreement and survives any termination, expiration, rescission or invalidity of this Agreement.

d. Provisional Relief. Either party may seek emergency relief under the Rules, and may seek temporary or preliminary injunctive relief, orders for the preservation of evidence, attachment or other provisional measures from any court of competent jurisdiction, including the courts of any jurisdiction in which a

Customer Party is organized, resides, does business or has assets, without breaching this Section 11 or waiving the right to arbitrate.

e. Remedies; Award. The arbitrator may award any remedy available at law or in equity, including permanent injunctive relief, specific performance, actual damages, profits and statutory damages, and shall award fees and costs in accordance with Section 10(b). The arbitrator may order the production of documents and electronically stored information, including source code, repositories and development records, in the possession, custody or control of any Customer Party, and may draw adverse inferences from any failure to produce. The award shall be final and binding, and judgment on it may be entered in any court having jurisdiction.

f. Jurisdiction for Enforcement. Each Customer Party irrevocably submits to the jurisdiction of the state and federal courts located in San Francisco County, California, and of the courts of any jurisdiction in which a Customer Party is organized, resides, does business or has assets, for the purposes of compelling arbitration, granting provisional relief under Section 11(d), and confirming and enforcing any award, and waives any objection to those courts based on venue or forum non conveniens.

g. Service. Each Customer Party consents to service of any notice of arbitration, petition or other process by email to the address associated with Customer's account or by internationally recognized courier to Customer's address of record, in addition to any other method permitted by applicable law.

h. Governing Law of this Section. This Section 11 is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and, to the extent not inconsistent with it, the laws of the State of California.

i. Disclosure. Nothing in this Agreement restricts the Company from disclosing the existence, nature or outcome of any arbitration, proceeding or award.

j. Parties Bound. Customer shall cause each other Customer Party to comply with this Section 11. Each individual who accepts this Agreement or accesses the Software agrees to Sections 1(b), 9 and 11 with respect to his or her own conduct.

12. Miscellaneous. All notices required or permitted under this Agreement will be in writing in English, will reference this Agreement, will be sent, in the case of notices to Customer, to the email address associated with Customer's account and, in the case of notices to the Company, to legal@mattermost.com, and will be deemed given: (i) when delivered personally; (ii) one business day after deposit with an internationally recognized express courier, with written confirmation of receipt; (iii) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) on the date of receipt, when delivered by email. This Agreement is not assignable or transferable by Customer without the Company's prior written consent, and is binding on Customer's successors and permitted assigns. No failure or delay in exercising any right hereunder will operate as a waiver, thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement is held to be unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may be modified, replaced or rescinded only in writing that expressly refers to this Agreement and is signed by a duly authorized representative of each party, and no other terms posted on the Company's website or presented in any click-through, online or in-product form will modify it. The Company may publish updated versions of this Agreement; an updated version applies only to evaluations that begin after Customer accepts it. This Agreement shall be construed under and governed by the laws of the State of California, without regard to conflict of law provisions, except as provided in Section 11(h).

Language. This Agreement is made in English. Any translation is provided for convenience only, and the English version controls.

Order of Precedence; Other Agreements. If Customer has a separate written agreement with the Company, manually or electronically countersigned by an authorized officer of the Company, that expressly references and governs Customer's evaluation of the Software under this Agreement, that agreement controls to the extent of any conflict. No prior version of this Agreement, and no other click-through, online or in-product terms, is such an agreement. Any prior version of this Agreement continues to govern only the evaluation to which it applied and any obligations of Customer Parties under it, and does not limit Sections 2(c), 8, 10 or 11 of this Agreement. Except as provided in the first sentence of this paragraph, this Agreement governs Customer's evaluation of the Software, and the Mattermost Software and Services License Agreement does not apply to it. Sections 2(b), 2(c), 8, 10 and 11 survive any later agreement between the Company and any Customer Party and continue to govern any Dispute that does not arise solely under that later agreement, unless that later agreement expressly provides otherwise.

Electronic Acceptance. Customer's electronic acceptance of this Agreement has the same effect as a handwritten signature, and the Company's records of that acceptance are evidence of the terms accepted and the time of acceptance.

THIS AGREEMENT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN COMMUNICATIONS, PROPOSALS, REPRESENTATIONS AND WARRANTIES AND PREVAILS OVER ANY CONFLICTING OR ADDITIONAL TERMS OF ANY QUOTE, PURCHASE ORDER, ACKNOWLEDGMENT, OR OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER DURING THE TERM OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SUPERSEDES, RELEASES OR IMPAIRS (A) ANY RIGHT, CLAIM OR REMEDY OF THE COMPANY ARISING BEFORE THE EFFECTIVE DATE, OR (B) ANY OBLIGATION OF ANY CUSTOMER PARTY UNDER ANY PRIOR AGREEMENT, LICENSE OR TERMS, INCLUDING ANY PRIOR EVALUATION OR TRIAL TERMS.

13. Definitions.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where "control" means ownership of more than fifty percent (50%) of the voting interests of an entity or the power to direct its management or policies.

"Competing Product" means any software or service made available to third parties (whether or not for a fee) that provides team messaging, channel-based collaboration, workflow or playbook automation, project boards or AI-agent functionality and is marketed or positioned as an alternative to any Company product, including any such software or service that incorporates, is based on or is derived from any Mattermost Materials.

"Customer Party" means Customer, its Affiliates, their respective officers, directors, employees and contractors, each Authorized User, and each individual who accepts this Agreement.

"Mattermost Materials" means any software (in source or object form), documentation, trademark or other material made available by or on behalf of the Company, however obtained and under whatever license, including the Software and any material licensed under the GNU Affero General Public License, the Apache License, the MIT License or the Mattermost Source Available License, and any portion, modification or derivative of any of the foregoing.

“Mattermost Source Available License” means the license so titled that accompanies certain of the Company’s source code, including code in directories named “enterprise” in the Company’s source code repositories.

“Public Software License” means any open source or free software license, including the GNU Affero General Public License, the Apache License and the MIT License. The Mattermost Source Available License is not a Public Software License.