

## EnterpriseDB Subscription, Support and Services Agreement

### IMPORTANT - READ CAREFULLY

This EnterpriseDB Subscription, Support and Services Agreement ("Agreement") is a legal document between you ("Customer") and EnterpriseDB Corporation, located at 34 Crosby Drive, Suite 201, Bedford, MA 01730 or one of its affiliated entities ("EnterpriseDB"). It is important that you read this document before using or purchasing the Subscription, Services or Support. By purchasing or using the Subscriptions, Services or Support, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree with the terms and conditions of this Agreement, Customer is not licensed to use the Software, Services and Support, and Customer must destroy any downloaded copies of the Software in its possession or control and/or cease all use of the Support and/or Services, as applicable. This Agreement is effective ("Effective Date") on the later of the start date ("Start Date") designated on the applicable Order Form or the customer signature date ("Signature Date") of such Order Form. Upon execution of an Order Form, this Agreement will govern the terms, conditions and restrictions of Customer's purchase of additional Subscriptions, Services and Support. Capitalized terms have the meanings set forth in the sections in which they are used and in Section 16 below.

**1. Scope of Subscription.** Subject to the terms and conditions of this Agreement, EnterpriseDB grants to Customer a non-exclusive, non-transferable, time limited right and license: (a) to install the Software on the number of Units of Measure ("UOM") assigned on the applicable Order Form, for which Customer has purchased valid Subscriptions for Software and (b) to use the Software for Customer's internal business operations during the time that Customer is current in the payment of the applicable Subscription fees and (c) only use the software on or in conjunction with PostgreSQL or EDB Postgres Advanced Server installations covered under valid subscriptions, in accordance with the Subscription entitlements described in Schedule A ("Subscription Entitlements") (collectively, (a) and (b) and (c) meaning the ("Authorized Use")). UOM is defined as either: (a) a "uniCore" where uniCore shall mean either of the following: (i) a processor core in a single or multi-core processor chip or (ii) a virtual core processor ("virtual Core" also known as a "vCore", "virtual CPU" or "vCPU") used to assign computing resources to a virtual machine; or (b) a "Server", where a server shall mean a single running installation of the Software. Licenses under EnterpriseDB Database as a Service offerings are not transferable for use under this Agreement.

**2. Subscription Restrictions.** Customer agrees not to, itself, through or allow, any parent, subsidiary, affiliate, agent or other third party: (a) copy or use the Software in any manner except as expressly permitted in this Agreement; (b) transfer, sell, rent, lease, distribute, or sublicense the Software; (c) allow access or permit use of the Software by any third party except authorized third party contractors solely to provide services to Customer, provided that Customer shall be liable for all acts and omissions of such authorized third party contractors; (d) circumvent any license keys that may be embedded within the Software; (e) modify or create derivative works based upon the Software; (f) use the Software for providing time-sharing services, service bureau services or as part of an application services provider or software as a service offering; (g) reverse engineer, disassemble, decompile the Software; (h) alter or remove any proprietary notices in the Software; or (i) make available to any third party any analysis of the results of operation of the Software, including benchmarking results, without the prior written consent of EnterpriseDB. Customer may make one additional copy of the Software for non-production, backup or archival purposes.

**3. Support.** EnterpriseDB will provide Support as set forth in Schedule B for the purchased quantity of UOM of the Software listed on an Order Form.

**4. Consulting and Training Services.** EnterpriseDB will provide the Services and Deliverables to Customer as outlined in a SOW that incorporates this Agreement. In addition, unless otherwise specified in a SOW, (i) Services will be performed during EnterpriseDB working days during the local hours of 9:00 AM until 6:00 PM, excluding one hour for lunch and must be in minimum increments of four (4) hours for remote work and forty (40) hours for on-site work; (ii) hours beyond those identified in (i) shall be billed in minimum of one hour increments and at the then current billable rate; and (iii) all written and verbal communication shall be conducted in the English language. Unless otherwise stated in an applicable SOW, all Services will be accepted upon delivery. If Customer cancels on-site Services or on-site training events with less than two (2) weeks' notice, Customer will be charged for the originally scheduled Services plus any non-refundable travel expenses. If Customer reschedules on-site Services or on-site training events with less than 2 weeks' notice, Customer will be charged for: (a) the originally scheduled Services or training; (b) any non-

refundable travel expenses, and (c) the newly scheduled Services or training. The same cancellation or rescheduling policy applies for remote Services or training but with not less than one (1) week notice. If Services are not used by the Non-Utilization Forfeiture Date, any fees paid for such Services are forfeited. Unless otherwise mutually agreed upon in a Statement of Work, Services are provided only on Generally Available versions of EDB Postgres Enterprise Edition and EDB Postgres Standard Edition

**5. Open Source Programs.** The Software and Deliverables may be distributed with open source software programs as described in the licenses directory of the Software and Deliverables. These open source programs are distributed under the applicable open source licenses and not this Agreement.

**6. Payment Terms.** Customer agrees to pay EnterpriseDB the fees set forth in the applicable Order Form or Statement of Work. Unless an Order Form or Statement of Work states otherwise, Customer will pay all invoices within thirty (30) days from the date of invoice. Unless otherwise mutually agreed in an Order Form or Statement of Work, EnterpriseDB will invoice Customer upon execution of the Order Form or Statement of Work, as applicable. Customer will also pay to EnterpriseDB an amount equal to any taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value-added taxes, but excluding any taxes based solely on the net income of EnterpriseDB. If Customer is required under any applicable law or regulation to withhold or deduct any portion of the payments due to EnterpriseDB, then the sum payable to EnterpriseDB will be increased by the amount necessary so that EnterpriseDB receives an amount equal to the sum it would have received had Customer made no withholdings or deductions. Except as otherwise specifically set forth in this Agreement, fees are non-refundable upon payment. If Customer does not pay invoices when due, EnterpriseDB may charge interest at up to one percent (1%) per month on the unpaid balance. If Customer fails to make any payment to EnterpriseDB when due, EnterpriseDB may, at its sole discretion and without affecting its rights under this Agreement, cancel or suspend work on any pending Order Forms or Statement of Work or suspend use of the Subscription.

**7. Confidential Information.** Customer and EnterpriseDB agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical, financial and business information ("Confidential Information") during the term of this Agreement and for a period of five (5) years after the termination of this Agreement; provided that to the extent the Confidential Information constitutes a trade secret(s) under law, the parties agree to protect such information for so long as it qualifies as a trade secret under applicable law. This section will not apply to: (a) any information that was in the public domain, due to no fault of receiving party, at or subsequent to the time such Confidential Information was communicated to the receiving party by the other party, (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated by the other party, or (c) was developed by the receiving party or its employees, contractors or agents independently of and without reference to any Confidential Information. A disclosure of any Confidential Information in response to a valid order by a court or other governmental body or as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the receiving party will provide prompt advance written notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. The receiving party shall not use the Confidential Information of the other party for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party will protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care. The receiving party shall not make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information in order to further the purpose contained herein. The receiving party is liable for all violations of this Section 7 by its employees and consultants. Each party agrees to notify the other party in writing promptly upon discovery of any unauthorized access, disclosure, or use of the Confidential Information. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information and that the other party may seek, without waiving any other rights or remedies and without posting any bond, injunctive or equitable relief.

**8. Ownership.** EnterpriseDB and its licensors retain all right, title and interest in and to the Software and Upgrades, and all modifications and enhancements thereto, including all intellectual property rights that are not expressly granted in this Agreement. EnterpriseDB shall own all right, title and interest in and to all Deliverables, and EnterpriseDB hereby grants to Customer a nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform any such Deliverables in

association with the Software during Customer's valid Subscription; provided that this license does not include the Software or any open source components of the Deliverables. EnterpriseDB will have the sole right to use and/or to apply for patents, copyrights or other statutory or common law protections for any Deliverable. Customer agrees that nothing in this Agreement will be deemed to prohibit or limit EnterpriseDB's use, now or at any time, of ideas, concepts, know-how, methods, techniques, skill, knowledge and experience, in any way whatsoever that are used or developed in the performance of Support or Services under this Agreement, any SOW or any Order Form, which constitute the intellectual property of EnterpriseDB, subject to EnterpriseDB's obligations with respect to Customer's Confidential Information. Further, Customer agrees that should EnterpriseDB perform Support or Services on products licensed by EnterpriseDB or used by EnterpriseDB to provide Support or Services, then EnterpriseDB retains, and Customer hereby assigns, all right, title, and interest in and to all modifications, enhancements, customizations, source code, acquired or developed during the performance of the Support or Services under this Agreement, any SOW or any Order Form. Notwithstanding the foregoing, all EnterpriseDB training courses and training materials ("Training Materials") shall not be considered Deliverables under this Agreement. Training Materials and all worldwide intellectual property rights therein, as the same may be amended and/or extended, including the copyright, are wholly owned solely by EnterpriseDB, who shall retain all right, title and interest in and to all Training Materials. Customer shall be entitled to keep and use all Training Materials provided by EnterpriseDB to Customer as part of any training Services, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to EnterpriseDB. In particular, and without limitation, Training Materials may not be copied electronically or otherwise whether or not for archive purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. The use of any Training Materials will be limited to use by the specific persons to whom the training Services are provided. All EnterpriseDB trademarks, trade names, logos and notices present on the Software, Documentation, Deliverables and Training Materials shall be preserved.

**9. Verification.** Customer agrees to report its use of the Software and submit the results in a format specified and provided by EnterpriseDB (or mutually agreed upon). As such, Customer shall submit annual reports commencing one (1) year after the Subscription start date identified on the applicable Order Form. Customer further agrees to notify EnterpriseDB when use of the Software results in non-compliance of Customer's Subscription rights. Customer agrees to pay within thirty (30) days of written notification any fees applicable to Customer's continuing use of the Software in excess of Customer's Subscription rights or Customer shall submit in writing confirmation that all non-compliant Software was uninstalled. The reports shall include all active Subscriptions specified in all Order Forms executed by Customer. Customer agrees that EnterpriseDB shall not be responsible for any costs incurred in cooperating with the usage reports. For reporting purposes, the number of required Subscriptions for use under this Agreement shall be equal to the total of all the UOM where the Software is installed or running in accordance with Schedule A as follows: (a) in non-virtualized environments each multicore chip with "n" processor cores shall be counted as "n" uniCores, (b) in each individually virtualized machine uniCores shall be counted as the lesser of the count of physical cores in each machine or the count of Virtual Cores assigned to virtual machines running on each machine, and (c) in virtualized infrastructures where the physical core count cannot be accurately determined, uniCores shall be the total count of all Virtual Cores assigned to all virtual machines across the infrastructure. Customer will provide EnterpriseDB with documentation concerning its use of the Software within thirty (30) days after written request. In addition, upon at least thirty (30) days prior written notice, EnterpriseDB or its designated agent may inspect and review Customer's facilities and records in order to verify Customer's compliance with this Agreement should Customer's reports or behavior indicate non-compliance with this Agreement. Customer agrees to cooperate with EnterpriseDB in completing the investigation and provide reasonable assistance and access to information. Any such investigations shall not unreasonably interfere with Customer's normal business operations.

**10. Indemnification.** If a third party claim is brought against Customer during the time Customer has purchased a Subscription claiming that Software provided under this Agreement infringes such third party's U.S. intellectual property right ("Claim"), EnterpriseDB will defend the Claim and indemnify Customer from the resulting costs and damages awarded by a court of competent jurisdiction against Customer or agreed in settlement by EnterpriseDB. If Customer's use of the Software hereunder is enjoined due to a Claim, then EnterpriseDB may, at its sole option and expense: (a) procure for Customer the right to continue using the Software under the terms of this Agreement; (b) replace or modify the Software so that it is non-infringing, but functionally equivalent in all material respects; or (c) request return of the applicable Software and, upon receipt thereof, the corresponding licenses are terminated and EnterpriseDB shall refund the prepaid but unused fees paid for the infringing Software. EnterpriseDB's obligations under this Section 10 are contingent upon: (i) Customer giving prompt written notice to EnterpriseDB of any Claim; (ii) Customer allowing EnterpriseDB to control the defense and any related settlement of any Claim; and (c) Customer furnishing EnterpriseDB with reasonable assistance in

the defense of any Claim. EnterpriseDB shall have no liability under this Section 10 if the alleged infringement is based on (1) combination with non-EnterpriseDB products, data or business processes, (2) Customer's specific use of the Software, (3) use of any older release of the Software when use of a newer EnterpriseDB revision would have avoided the infringement, (4) any modification or alteration of the Software, (5) any intellectual property right owned or licensed by Customer, excluding the Software, (6) EnterpriseDB's compliance with any materials, designs, specifications or instructions provided by Customer, (7) Customer using the Software after EnterpriseDB notifies Customer to discontinue using due to a Claim, or (8) open source software. THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ENTERPRISEDB'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

**11. Warranties and Disclaimer.** EnterpriseDB represents and warrants that: (a) for a period of thirty (30) days from the date of initial Subscription start date, the Software shall substantially conform to the description contained in its Documentation; and (b) the Support and Services will be performed in a professional and workmanlike manner. The warranty given in Section 11(a) will only apply if: (i) the Software has been properly installed and used at all times in accordance with the instructions in its Documentation, and (ii) no modification, alteration or addition has been made to the Software. For any breach of the foregoing warranties, Customer's sole and exclusive remedy, and EnterpriseDB's sole and exclusive obligation, will be for EnterpriseDB to repair or replace the Software or re-perform the Support or Services as warranted, as applicable. If EnterpriseDB is unable to correct such non-conformance in the Software, Support or Services after a reasonable opportunity, EnterpriseDB will refund the Subscription or Service fees actually paid for such Subscription or Service; provided that these remedies are only available if EnterpriseDB receives notice of such breach within thirty (30) from the date of initial purchase of the applicable Subscription or ten (10) days from the date of delivery of the Services, as applicable. EXCEPT AS PROVIDED IN THIS SECTION 11, ENTERPRISEDB PROVIDES THE SOFTWARE, SERVICES AND SUPPORT TO CUSTOMER "AS IS" AND ENTERPRISEDB DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ENTERPRISEDB DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR BE FREE FROM ERRORS OR THAT THE SOFTWARE IS DESIGNED TO MEET CUSTOMER'S REQUIREMENTS.

**12. Limitations of Liability.** Notwithstanding any other clause in this Agreement, in no event will EnterpriseDB be liable for any special, indirect, incidental, punitive, exemplary or consequential damages (including, without limitation, any failure to realize savings or other benefits; any loss of use; or any claims made by or any payments made to any third person), any loss of revenue or profits, any loss and/or damage arising from or in connection with a virus, or any loss of data and/or damage arising therefrom or relating thereto, in each case arising from or in connection with this Agreement or the use or performance of any Software whether in an action based on contract, tort or any other legal theory, whether or not EnterpriseDB has been notified of the possibility thereof. Notwithstanding any other clause in this Agreement, EnterpriseDB's total aggregate liability arising from or in connection with this Agreement or the use or performance of any Software, Support or Services whether in actions based on contract, tort or any other legal theory, and whether or not EnterpriseDB has been notified of the possibility thereof, will be limited to proven direct damages caused by EnterpriseDB's sole negligence in an amount not to exceed the amount paid under the applicable Order Form during the twelve (12) month period preceding the date of the claim. The foregoing limitations, exclusions and disclaimers are an allocation of the risk between the parties and will apply to the maximum extent permitted by applicable law, even if any remedy fails in its essential purpose.

**13. Government Rights.** The Software and Documentation are "commercial computer software" and "commercial computer software documentation", respectively, as those terms are described in DFAR 252.227-7014(a). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

**14. Term and Termination.** This Agreement is effective as of the Effective Date and unless as otherwise set forth in an Order Form, this Agreement will continue unless terminated earlier as set forth in this Section. Either party may terminate this Agreement by giving written notice to the other, in the event the other party (a) ceases to do business in the ordinary course, (b) becomes or is declared insolvent or bankrupt, (c) is the subject of any proceeding related to its liquidation or insolvency, which proceeding, if



involuntary, is not dismissed within sixty (60) days, (d) makes an assignment for the benefit of its creditors, or (e) materially breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach given by the non-breaching party. In the event of expiration or termination of a Subscription, an applicable Order Form or this Agreement, Customer must uninstall all Software licensed from EnterpriseDB thereunder and cease all use of such Software. Sections 2 and 6-16 will survive the expiration or termination of this Agreement. In addition, Customer will pay EnterpriseDB all monies that become due prior to the date of termination.

## **15. Miscellaneous.**

**15.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof which does not include the use of the Software, Support or Services in violation of the terms of this Agreement. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter of this Agreement. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. Customer purchase orders will be for the sole purpose of defining quantities, prices and describing the Software, Support and Services to be provided under this Agreement, and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected.

**15.2 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable provided, however, that if Sections 11 and 12 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety.

**15.3 Force Majeure.** Neither party will be liable or deemed to be in breach for any delay or failure in performance of this Agreement (except for the payment of money) or interruption of services resulting directly or indirectly from acts of nature, civil or military authority, war, riots, civil disturbances, accidents, fire, earthquake, floods, strikes, lock-outs, labor disturbances, foreign or governmental order, or any other cause beyond the reasonable control of such party.

**15.4 Governing Law and Venue.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard for its choice of law provisions. The parties specifically agree that the U.N. Convention on the International Sale of Goods, and the Uniform Computer Information Transactions Act ("UCITA") shall not apply. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of the Commonwealth of Massachusetts, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

**15.5 Export Regulations.** Customer will comply fully with all export control laws and regulations of the United States and all other jurisdictions. Customer 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 Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. 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 (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for terrorist activity, or for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the U.S. government.

**15.6 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that no consent will be necessary if this Agreement is being assigned by a party upon notice to the other party to: (a) an Affiliate; or (b) an acquirer of all or substantially all of the party's assets (or the assets of the party's applicable business unit), whether by merger, sale or exchange of stock, sale of assets or otherwise. This Agreement binds the parties and their respective permitted assigns.

**15.7 Marketing.** EnterpriseDB may use Customer's name and company logo on its customer list and web site, and link to Customer's web site.

**15.8 Independent Contractor.** The relationship of the parties is that of independent contractors. Neither party will be deemed to be the legal representative of the other nor will it have any right to bind the other party to any contract or commitment. This Agreement does not, and will not, be construed to create an employer-employee, agency, joint venture or partnership relationship between the parties. Each party agrees to assume complete responsibility for its own employees regarding federal or state laws, including employers' liability and tax withholding, worker's compensation, social security, unemployment insurance, and OSHA requirements.

**15.9 Notice.** All notices and other communications herein permitted or required under this Agreement will be sent by postage prepaid, via registered or certified mail or overnight courier, return receipt requested, or delivered personally to the parties at their respective addresses, or to such other address as either party will give to the other party in the manner provided herein for giving notice. All notices to EnterpriseDB shall be sent to the attention of Legal Department with a copy sent to legal-notices@enterprisedb.com. Notice will be considered given upon receipt.

**15.10 Non-Solicitation.** Neither party may hire, or directly or indirectly solicit or employ, any employee or contractor of the other party during the term of this Agreement and for one (1) year after the termination of this Agreement; provided, however, that nothing contained herein will prevent a party from hiring any such employee or contractor who responds to a general hiring program conducted in the ordinary course of business or who approaches such party on a wholly unsolicited basis.

## **16. Definitions.**

“Affiliate” means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this provision, control means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.”

“Business Day” means 8:00 AM to 8:00 PM (local time) Monday through Friday, excluding any EnterpriseDB holidays.

“Deliverable” means a deliverable provided by EnterpriseDB as part of the Services.

“Documentation” means any end user manuals or on-line help files regarding the use of the Software that accompanies the Software.

“Error” means a failure of Software to substantially conform to the descriptions contained in the applicable Documentation.

“General Release Date” means the date upon which EnterpriseDB announces on its website or otherwise that an Upgrade has entered general release.

“Initial Response Goal” means, for any single Support Request, the goal for the elapsed period measured from the time that Customer initiates the Support Request until EnterpriseDB provides a Response.

“Major Version” means a later version of: (i) the database (i.e., EDB Postgres Advanced Service - version 10.0 and higher, PostgreSQL - version 10.0 and higher) or other EnterpriseDB products that is identified by a change in the digit(s) immediately to the left of the first decimal point (X.x.x); and (ii) the database (i.e., EDB Postgres Advanced Service - version before 10.0, PostgreSQL - version before 10.0) or other EnterpriseDB products that is identified by a change in the digit(s) immediately to the right of the first decimal point (x.Y.x).

“Maintenance Fix” means a version of a Software identified by the second digit to the right of the decimal point (x.x.X).

“Minor Version” means a later version of: (i) the database (i.e., EDB Postgres Advanced Service - version 10.0 and higher, PostgreSQL - version 10.0 and higher) or other EnterpriseDB products that is identified by a change in the digit(s) immediately to the right of the first decimal point (x.X.x); and (ii) the database (i.e., EDB Postgres Advanced Service - version before 10.0, PostgreSQL - version before

10.0) or other EnterpriseDB products that is identified by a change in the digit(s) immediately to the right of the second decimal point (x.x.Y)

"Named Contacts" mean the individuals authorized to contact EnterpriseDB for Support. Such individuals should be trained and knowledgeable about the Software and the EnterpriseDB resolution procedures to be used with the Software. Named Contacts may be changed by providing EnterpriseDB with at least ten (10) days prior written notice.

"Non-Utilization Forfeiture Date" means, unless otherwise set forth in the applicable Order Form, the date that is six (6) months after the Effective date of the applicable Order Form.

"Order Form" means an order form entered into by the parties, which shall incorporate the terms of this Agreement.

"Resolution Goal" is the goal for EnterpriseDB of the time required to provide a documented fix that restores full (or near full) functionality to Customer.

"Response" means EnterpriseDB's acknowledgment of a Support Request received from Customer.

"SOW" means a statement of work entered into by the parties as part of an Order Form, which describes the Services to be provided by EnterpriseDB to Customer.

"Services" means the consulting and training services provided by EnterpriseDB under this Agreement which do not include Support.

"Severity 1 Error" means a catastrophic production Error in the Software which severely impacts Customer's production systems, or in which the Software in Customer's production systems are down or not functioning; or an Error in the Software which is causing a loss of production data and no procedural work around exists. Severity 1 Errors also include security breaches.

"Severity 2 Error" means the Software, which is in production, is operational but certain major functions are not performing in accordance with the Documentation and no workaround is available.

"Severity 3 Error" means (a) minor functions of the Software, which is in production, are not performing in accordance with the Documentation or (b) the Software, which is in development or a test environment, is not performing in accordance with the Documentation.

"Software" means the object code version of the EnterpriseDB-provided software set forth on the applicable Order Form, including its associated Documentation.

"Subscription" means a term license to the applicable Software and Support for that Software during such term, provided Customer complies with the Authorized Use.

"Support" means the support provided for the applicable Software under the terms of Schedule B during the Subscription period.

"Support Request" means a request communicated by Customer to EnterpriseDB using the designated procedure to report an Error and to request a correction of such Error.

"Upgrade" means any new Major Version, Minor Version and Maintenance Fix to the Software made available by EnterpriseDB to the Customer.

**Schedule A**  
**Subscription Entitlements to EnterpriseDB Software**

- 1. EDB Postgres Enterprise (“EPE”) Subscription.** For the applicable number of UOM indicated on the Order Form, purchase of an EPE Subscription entitles the Customer to Support and use of the following Software:
  - a. EDB Postgres Advanced Server.
  - b. EDB Postgres Enterprise Manager (“PEM”). PEM includes use of the SQL Profiler.
  - c. EDB Postgres Backup and Recovery.
  - d. EDB Postgres Failover Manager.
  - e. EDB Postgres Replication Server (in single-master or multi-master configurations).
  - f. EDB Postgres Data Adapters.
  - g. EDB Postgres Migration Toolkit.
  - h. EDB Postgres Database Migration Assessment Tool - only with the optional purchase of a paid services engagement.
- 2. EDB Postgres Standard (“EPS”) Subscription.** For the applicable number of UOM indicated on the Order Form, purchase of an EPS Subscription entitles the Customer to Support for PostgreSQL and use of the following Software:
  - a. EDB Postgres Enterprise Manager (“PEM”). PEM includes use of the SQL Profiler.
  - b. EDB Postgres Backup and Recovery.
  - c. EDB Postgres Failover Manager.
  - d. EDB Postgres Replication Server (in single-master or multi-master configurations).
  - e. EDB Postgres Data Adapters.
  - f. EDB Postgres Migration Toolkit.
  - g. EDB Postgres Database Migration Assessment Tool - only with the optional purchase of a paid services engagement.
- 3. EDB Postgres Developer (“EPD”) Subscription.** For the applicable number of UOM indicated on the Order Form, purchase of an EPD Subscription entitles the Customer to the following:
  - a. License to use EPE or EPS Software in non-production environments only but note that if the UOM is per person, use of the EPE or EPS Software is restricted to a combination of no more than five (5) physical or virtual machines; and
  - b. Support for the Software.
- 4. SQL Profiler.** For Customers who have paid the applicable Subscription fees for the right to use PEM and subject to the terms and conditions of this Agreement, EnterpriseDB grants to such Customer a non-exclusive, non-transferable, limited right to use the source code of the SQL Profiler Plugin for Customer's internal business operations consistent with the Authorized Use; provided that in addition to any other license restrictions set forth in this Agreement: (a) such source code may not be redistributed under any circumstances; (b) such source code must not be modified in any way except under direct written instruction from an EnterpriseDB representative; (c) such source code must be destroyed along with any compiled binaries in the event that the Subscription for PEM expires; (d) such source code and any binaries compiled from it may only be used as part of PEM or any other EnterpriseDB product for monitoring; and (e) the APIs it provides must not be used either directly or indirectly by any third party tools without the express written consent of EnterpriseDB. Support is provided for the SQL Profiler as part of this Subscription.
- 5. EDB Ark Subscription.** For the applicable number of UOM indicated on the Order Form, purchase of an EDB Ark Subscription entitles the Customer to Support and use of the following Software:
  - a. EDB Ark, provided that (i) Customer has valid EPE, EPS or EPD Subscription(s), and (ii) all servers of EDB Ark shall manage no more than the total UOM of valid Subscription(s) of EPE, EPS or EPD.



## Schedule B

### Support Terms

**1. Support.** EnterpriseDB will use commercially reasonable efforts to respond to the Support Request from the Named Contacts within the Initial Response Goal below. All Support will be provided in the English language, only.

Service Level	EPD Subscription	EPS or EPE Subscription
Severity 1 Error Resolution Goal	5 Business Days	24 Hours
Severity 2 Error Resolution Goal	10 Business Days	48 Hours
Severity 3 Error Resolution Goal	15 Business Days	5 Business Days
Initial Response Goal	2 Business Days	30 Minutes
Support Hours	Hours during Business Days	24 x 7
Incident Type	Non-production Environments Only	Production Support
Number of Annual Support Incidents	Maximum of 3 open support tickets at any time per Named Contact	Unlimited
Named Contacts	If UOM is uniCores, then Up to 36 uniCores = 4 Named Contacts, 40-100 uniCores = 6 Named Contacts, 1 additional Named Contact for each additional 20 uniCores. If UOM is per person, then 1 per Subscription	Up to 36 uniCores = 4 Named Contacts, 40-100 uniCores = 6 Named Contacts, 1 additional Named Contact for each additional 20 uniCores

### 2. Upgrades and Term of Support for Versions.

2.1 EnterpriseDB will make available to Customer each new Upgrade on its General Release Date. Each Upgrade is licensed to Customer under the same licensing terms as the Software during the applicable Subscription term.

2.2 EnterpriseDB will provide Support for each version of the Software on the following terms:

(a) EDB Postgres Advanced Server & PostgreSQL: (i) for the first five (5) years after the General Release Date of a Major Version, EnterpriseDB will provide the Support for all Severity Error Levels and make new Upgrades available to Customer on their General Release Date; and (ii) for the sixth, seventh and eighth years following the General Release of a Major Version, EnterpriseDB will, at its discretion and upon a mutually negotiated annual fee: (A) provide the Support only for Severity 1 Errors and Severity 2 Errors, and (B) make new Upgrades available.

(b) EDB Postgres Enterprise Manager, EDB Ark and, EDB Postgres Data Adapters, EDB Postgres XA Connector, EDB Postgres Migration Toolkit and StackBuilder Plus: For the time after the General Release Date of a Major Version until the time of the next General Release Date of a Major Version. For older Major Versions, EnterpriseDB will, at its discretion and upon a mutually negotiated annual fee: (A) provide the Support only for Severity 1 Errors and Severity 2 Errors, and (B) make new Upgrades available.

(c) EDB Postgres Replication Server, EDB Postgres Failover Manager, EDB Postgres Backup and Recovery, and EDB Postgres Migration Toolkit: For the time after the General Release Date of a Major Version until 18 months after the time of the next General Release Date of a Major Version.

**3. Support Prerequisites.** Customer will cooperate with and provide assistance to EnterpriseDB as EnterpriseDB may reasonably request in order to assist EnterpriseDB in the performance of Support, including, without limitation, providing all necessary assistance and information (according to the formats and templates specified by EnterpriseDB) to EnterpriseDB's support personnel reasonably required to enable such personnel to determine if a Customer problem is related to an Error or is due to some other issue. Customer will provide EnterpriseDB functioning test code, which reproduces and isolates the Error, provided however, such test code must not include sensitive, confidential or personal information. The test code will have extraneous comments and code removed and to the extent possible, will be fully self-contained and automated, and will demonstrate the precise Error reported rather than other possible problems. The test code must be reproducible on EnterpriseDB's test systems. If Customer finds it necessary or expedient to include third party code or libraries in the test code submitted to EnterpriseDB, Customer is responsible for obtaining permission from the applicable third party for such submission. If Customer cannot provide test code which reproduces the Error, EnterpriseDB may be unable to resolve the Error, but will be available to work with Customer to assist in the development of a test case. Customer acknowledges that correspondence and log files generated in conjunction with a Support Request should not contain any sensitive, confidential or personal information. Customer is solely responsible for ensuring the protection of any data containing sensitive, confidential or personal information, including obscuring the logs or otherwise safeguarding such information prior to sending it to EnterpriseDB. All Support is provided remotely from EnterpriseDB's offices. Customer will provide EnterpriseDB with access (via remote telecommunications and, if applicable, on-site access) at Customer's premises to the extent reasonably necessary to allow EnterpriseDB to provide the Support. Customer will bear all costs associated with procuring, installing and maintaining all equipment, telephone lines and communications interfaces necessary for EnterpriseDB to have the necessary telecommunications access to provide Support. If EnterpriseDB personnel travel to a Customer location for an issue that is not an Error in the Software, EnterpriseDB may charge Customer standard consulting rates plus travel and living expenses. Support for PostgreSQL and any open source components that are also distributed by EnterpriseDB but obtained from a source other than: (a) an EnterpriseDB installer, (b) [ftp.postgresql.org](ftp://ftp.postgresql.org), (c) [yum.postgresql.org](http://yum.postgresql.org), (d) [apt.postgresql.org](http://apt.postgresql.org), or (e) Red Hat Enterprise Linux, Fedora, Ubuntu, CentOS, Amazon Linux, SuSE or Debian, as part of the operating system from the original vendor; will be supplied under the following qualified support terms: (i) a pre-sale evaluation of the PostgreSQL or component source and binary builds by EnterpriseDB possibly at additional cost to the Customer, (ii) written approval for Support by the VP of Development for EnterpriseDB, (iii) reported issues must be reproducible against the latest maintenance release of the given version of PostgreSQL from [git.postgresql.org](http://git.postgresql.org), (iv) bug fixes for PostgreSQL builds not deployed by an EnterpriseDB installer will be submitted in the form of source file patches to the customer and the PostgreSQL community, and (v) EnterpriseDB shall make commercially reasonable efforts advocating for the community's acceptance of the patch as fast as possible. EnterpriseDB will provide Support for EDB Postgres Advanced Server and open source components created and maintained within the PostgreSQL community when they are distributed by EnterpriseDB with or without modifications for compatibility with EDB Postgres Advanced Server. EnterpriseDB will make commercially reasonable efforts to provide support for open source components created and maintained within the PostgreSQL community and distributed 'as is' by EnterpriseDB. EnterpriseDB will not provide Support for open source components that are not distributed by EnterpriseDB but may be distributed with PostgreSQL from sources other than EnterpriseDB.

**4. Exclusions.** Unless otherwise agreed to in an executed Order Form or SOW, EnterpriseDB will not provide Support in any of the following circumstances:

4.1 A failure of hardware, equipment or programs not covered by this Agreement;

4.2 Customer's failure to comply with operating instructions contained in the Documentation;

4.3 A modification, enhancement or customization of the Software;

4.4 Any cause or causes beyond the reasonable control of EnterpriseDB (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than Software, such as databases, web-servers or hardware;

4.5 Installation, configuration, management and operation of the Customer's applications;

4.6 Software not obtained from the EnterpriseDB website;

4.7 APIs interfaces or data formats other than those included with the Software; or

4.8 Use of the Software for providing time-sharing services, service bureau services or as part of an application services provider or software as a service offering.

4.9 Use of Software version(s) that is/are not supported by EnterpriseDB. EnterpriseDB maintains a list of such non-supported Software versions, which will be provided upon written request. As of the date of this Agreement, the current list is located at the following (or replacement) link: <https://www.enterprisedb.com/services-support/edb-supported-products-and-platforms>.

4.10 For any Deliverable.

EnterpriseDB will have no obligation to provide Support if Customer has not paid all applicable fees payable pursuant to this Agreement, or is otherwise not in compliance with the terms of this Agreement.