



MariaDB Enterprise Operator License Terms

These MariaDB Enterprise Operator License Terms (“**Terms**”) apply to Customer’s use of the MariaDB Enterprise Operator software product (“**MariaDB Enterprise Operator**”) and its associated Documentation. “Documentation” means written technical information pertaining to MariaDB Enterprise Operator and made available by MariaDB USA, Inc. or its affiliate (“**MariaDB**”). By using MariaDB Enterprise Operator, Customer agrees to these Terms. These Terms are in addition to, and supplement, the terms of the subscription agreement separately entered into between Customer and MariaDB (the “**Subscription Agreement**”). Except as set forth herein, capitalized terms will have the meanings set forth in the Subscription Agreement. MariaDB Enterprise Operator is “**Software**” as separately defined in the Subscription Agreement.

1. **License Grant.** Subject to Customer’s payment of the applicable fees for Subscription Services as set forth in an Order Form, MariaDB grants to Customer a personal, limited, non-exclusive, non-transferable, worldwide, and revocable license, without the right to sublicense, to use MariaDB Enterprise Operator for Customer’s internal business purposes and to use the Documentation in support of Customer’s use of MariaDB Enterprise Operator.

2. **License Restrictions.** Customer’s use of MariaDB Enterprise Operator is limited solely to the use of MariaDB Enterprise Operator in combination with Software for which Customer has obtained Subscription Services directly from MariaDB or indirectly from a Partner. Customer has no right, and agrees not to:

(a) transfer, assign, resell, distribute, redistribute, rent, lease, lend or sublicense its license rights under these Terms to any other person or entity or use MariaDB Enterprise Operator with any copies of MariaDB products or services or Server for which Customer has not obtained Subscription Services from MariaDB, and Customer acknowledges that any attempted transfer, assignment, resell, distribution, redistribution, rent, lease, lend, sublicense or use will be void,

(b) use MariaDB Enterprise Operator in breach or excess of any limitations (e.g., quantities) prescribed by or agreed with MariaDB,

(c) use or permit MariaDB Enterprise Operator to be used to perform services for third parties, whether on a service bureau or time-sharing basis, by way of managed services, commercial hosting services or similar environment, or otherwise, without the express written authorization of MariaDB,

(d) remove, conceal, or alter any MariaDB Enterprise Operator identification, proprietary, copyright, intellectual property, or other notices in MariaDB Enterprise Operator and Documentation,

(e) copy, decrypt, decompile, reverse engineer, disassemble, reduce to human-readable form, derive, or attempt to derive the source code of, algorithms, methods or techniques embodied in MariaDB Enterprise Operator, or any updates or any part thereof, except to the extent expressly required by applicable law,

(f) modify, adapt, or create a derivative work of MariaDB Enterprise Operator, or any updates or any part thereof,

(g) use MariaDB Enterprise Operator after the expiration of the applicable Term, or

(h) assist or encourage any third party to do any of the foregoing.

3. **Proprietary Rights.** MariaDB owns all worldwide right, title and interest in MariaDB Enterprise Operator and Documentation including all related copyright, trademarks, service marks, patents, trade secrets, know-how, moral rights, and all other proprietary rights, including registrations, applications, renewals and extensions of such rights existing anywhere in the world, whether registered or unregistered.

4. **Proprietary Notices.** Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of MariaDB Enterprise Operator in the same form and manner that such copyright and other proprietary notices are included on MariaDB Enterprise Operator.

5. **Usage certification and audit.** MariaDB may require Customer, not more than once per year, that Customer certifies to MariaDB in writing as to Customer's then current use of MariaDB Enterprise Operator, and MariaDB reserves the right to conduct reasonable audits, with notice, and in a manner that will not materially disrupt Customer's business.

6. **Unauthorized Use.** Use of MariaDB Enterprise Operator outside of the scope of these Terms constitutes a material breach, and Customer agrees to promptly pay upon notice any applicable additional fees.

7. **Benchmarking.** Customer may perform benchmarks or comparative tests or evaluations (each, a "Benchmark") of MariaDB Enterprise Operator. However, Customer must obtain MariaDB's prior written approval to disclose to a third party the results of any Benchmark of MariaDB Enterprise Operator.

8. **Term and Termination.** These Terms will remain effective during the entire Term applicable to MariaDB Enterprise Operator. Upon termination or expiration of such Term, Customer has no rights to continue using MariaDB Enterprise Operator or Documentation. All limitations of liability and disclaimers and restrictions of warranty will survive termination of these Terms.

9. **Miscellaneous.** If any portion of these Terms is found to be void or unenforceable, the remaining provisions of these Terms will remain in full force and effect. Except as expressly provided herein, these Terms, together with the Subscription Agreement, constitute the entire agreement between the parties with respect to the license of MariaDB Enterprise Operator and Documentation.