Subscription Agreement

This MariaDB Subscription Agreement ("**Agreement**") is between the MariaDB entity ("**MariaDB**") and the customer ("**Customer**"), each as identified on the Order Form. This Agreement governs the Products and Services MariaDB provides to Customer and is effective on the earlier of the date the Order Form is executed or Customer accepts its terms ("**Effective Date**").

1. Definitions

1.1.   "**Core**" means a single processing unit of a processor capable of independent instruction execution.

1.2.   "**Customer Data**" means all data, information or material submitted by or on behalf of Customer to the MMD service.

1.3.   "**Customer Support Data**" means all data, information or material submitted by a Customer's Designated Technical Contact (DTC) to the Customer Support Portal. "**Designated Technical Contact**" or "**DTC**" means a Customer-designated employee, contractor, or subcontractor identified in an Order Form or the Customer Support Portal. Customer is liable for all acts and omissions of its DTCs.

1.4.   "**Customer Support Portal**" means the part of the Website at support.mariadb.com.

1.5.   "**MariaDB Managed Database**" or "**MMD**" means the managed database service for running Products in a cloud environment, where MariaDB provides deployment, configuration, monitoring, and maintenance of the Products as further specified in an Order Form.

1.6.   "**Order Form**" means: (a) order form or a statement of work signed by the Customer and accepted by MariaDB or signed by both parties; or (b) Customer order or request for Products and Services, including electronic orders via the Website, accepted by MariaDB. An electronic order includes all terms accepted by Customer during the online purchase process and access to the Customer Support Portal.

1.7.   "**Platform**" means the set of Products including MariaDB Enterprise Server, MariaDB MaxScale, MariaDB Connectors and other Software as specified in an Order Form and further described on the Website. The Order Form's description shall prevail in case of conflict.

1.8.   "**Server**" and "**Instance**" means a single software daemon running on a physical machine, virtual machine, or software container.

1.9.   "**Services**" means, collectively or individually, Subscription Services, MariaDB Managed Database, professional services, consulting, training, or other services specified in an Order Form. Unless otherwise specified in an Order Form, all Services and line items are Subscription Services.

1.10. "**Software**" and "**Product**" means any MariaDB software product made available to the Customer, including its documentation, updates, and new versions.

1.11. "**Subscription Policy**" means the MariaDB Subscription Services Policy set forth on the Website at https://mariadb.com/subscription-services-policies/, as may be amended by MariaDB.

1.12. "**Subscription Services**" means the technical support and maintenance services described in the Subscription Policy.

1.13. "**vCPU**" means a virtual central processing unit, representing a unit of compute capacity allocated to a virtual machine (VM).

1.14. "**Website**" means a MariaDB website at mariadb.com and at its subdomains.

1.15. "**Work Product**" means all deliverables, software, and other works created by MariaDB for Customer resulting from the Services.

2. Scope

2.1.   **Scope of Services**. MariaDB provides Products and Services to Customer, which Customer will use only for its internal business purposes. All Servers, Cores, and vCPUs that Customer uses with the Software must be licensed and subscribed to under this Agreement. This requirement applies to all environments (e.g., production, test, development, disaster recovery) regardless of how the Software was obtained. The Customer must

continuously meet the eligibility requirements for Subscription Services. If the Customer fails to do so, MariaDB may, at its sole discretion, suspend the Subscription Services or invoice the Customer for an upgrade to a compliant support tier for the remainder of the Term.

2.2.　**Limitations**. MariaDB does not guarantee any bug fix will be incorporated into future Software versions. If a bug fix is not incorporated, the Customer may, for an additional fee: (i) purchase Services for a custom Software build, if accepted by MariaDB; or (ii) upgrade to a Product or Service that includes the fix.

2.3.　**Restrictions**. The Customer will not, nor permit any third party to, remove, alter, or obscure any proprietary notices in the Products and Services. The Customer will not decrease the quantity of licensed Products or scope of purchased Services during the Term. Use of Products or Services by the Customer's affiliates or any third parties is prohibited, unless authorized in a separate Order Form.

2.4.　**Professional Services**. MariaDB will provide professional services as detailed in an Order Form. The Customer will cooperate by providing necessary resources, personnel, data, and premises access to facilitate the professional services. Rescheduling the professional services with less than seven (7) business days' notice will result in a one (1) day consulting fee and reimbursement for any travel costs MariaDB has incurred. Professional services are distinct from Subscription Services. If Customer fails to schedule professional services within one year of the Order Form's effective date, through no fault of MariaDB, MariaDB may terminate that Order Form and retain any prepaid Fees.

2.5.　**Basic Support**. This Section 2.5 applies to Basic Support tier of Subscription Services ("**Basic Support**") and prevails over conflicting terms in the Agreement or Subscription Policy: (a) *Eligibility Requirements*: The Customer is eligible for Basic Support only if it has: (i) one hundred fifty (150) or fewer employees; and (ii) no active or prior subscriptions to any Product besides MariaDB Community Server. Customer represents and warrants its eligibility as of the Effective Date and must promptly notify MariaDB of any change in its eligibility. Any ineligibility, misrepresentation, or breach of this warranty constitutes a material breach of the Agreement. MariaDB reserves the right to verify eligibility at any time; (b) *Service Limitations*: Basic Support is limited to one (1) DTC and is subject to the limitations set forth in the Subscription Policy, including ticket quantity and severity levels. MariaDB is not obligated to respond to tickets from unauthorized individuals or to tickets exceeding purchased limits. MariaDB may, at its sole discretion, offer the purchase of additional support on a per-incident basis; (c) *Required Diagnostics*: For each support ticket, the DTC must provide a complete diagnostic report generated by the applicable MariaDB support script. MariaDB may delay its response until the diagnostic report is provided, setting the ticket status to "Waiting on Customer"; (d) *Cancellation Policy*: The Customer may cancel the initial Basic Support purchase for a full refund within twenty-four (24) hours of the transaction, provided no support tickets have been submitted. This cancellation right does not apply to renewals.

2.6.　**MariaDB Managed Database**. For the MMD service, MariaDB will be responsible for the deployment, monitoring, and maintenance of the database instances as described in the Order Form and the service level agreement ("**SLA**"). MariaDB's obligations do not extend to the Customer's applications, custom configurations, or data. Customer shall be solely responsible for the accuracy and legality of Customer Data, the means by which it acquires and uses such Customer Data, and has obtained all rights in the Customer Data necessary for MariaDB to provide the MMD service. Where Customer opts for the MMD service to be deployed into Customer's own cloud account or environment ("**BYOA**" or "**BYOC**"), Customer is solely responsible for its relationship with, and payments to, the cloud provider and other suppliers of the cloud environment.

3.　Term and Termination

3.1.　**Term**. This Agreement commences on the Effective Date and continues until terminated by either party with sixty (60) days' prior written notice. Termination of this Agreement shall not affect any active Order Form, which shall remain governed by this Agreement until its own expiration or termination. Each Order Form shall have an "**Initial Term**" as specified therein, defaulting to one (1) year. The Order Form will then automatically renew for successive one-year "**Renewal Terms**" (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless a party gives written notice of non-renewal at least 60 days before the current term ends. If an Order Form is not renewed by the Customer but the Customer seeks to resume the Services within three (3) months of the non-renewal date ("**Grace Period**"), the Customer shall pay for a new Term retroactive to the non-renewal date at then-current fees. During the Grace Period, the Services continue under this Agreement. If the Customer seeks to resume Services after the Grace Period but within twelve (12) months of the non-renewal date, the Customer shall pay then-current fees for the new Term plus the Grace Period.

3.2. **Termination**. Either party may terminate an Order Form if the other party fails to cure a material breach within thirty (30) days of receiving written notice thereof. MariaDB may terminate or suspend any Order Form or this Agreement on written notice if: (a) Customer fails to timely pay any Fees; (b) a Product becomes, or is likely to become, the subject of an intellectual property infringement claim; (c) Customer's use of Services will disrupt or threaten the use of the Products, or (d) there has been or may be a violation of the rights of a third party, violation of any applicable laws and regulations, breach of security, fraud, or misrepresentation in connection with Customer's use of the Products. Either party may terminate an Order Form immediately if the other party becomes the subject of any bankruptcy, insolvency, or liquidation proceeding.

3.3. **Effect of Termination**. Upon termination of this Agreement or any Order Form for any reason, Sections 1, 3.1, 3.3, 4, 5, 6.3, 7, 8 and 9 of this Agreement (as the same are incorporated into each Order Form) shall survive.

3.4. **Customer Data upon Termination.** For the MMD service, upon the effective date of termination, Customer's right to use the service will cease. For thirty (30) days following the termination date (the "**Wind Down Period**"), Customer may retrieve any remaining Customer Data from the service, subject to payment of any applicable fees for data maintenance and retrieval. Following the Wind Down Period, MariaDB will delete all Customer Data.

4. Fees and Payments

4.1. **Fees**. The Customer shall pay the fees specified in the Order Form ("**Fees**") within thirty (30) days of the invoice date, unless the Order Form states otherwise. For the MMD service, Fees may include charges for third-party cloud infrastructure provided by MariaDB. If Customer utilizes the BYOA or BYOC option, Customer is directly responsible for all cloud infrastructure costs billed by the cloud provider and other suppliers of the cloud environment. All payments are due in the currency specified on the invoice, without set-off, and in immediately available funds. Fees are exclusive of expenses. Customer shall reimburse MariaDB for all actual and reasonable expenses incurred in the performance of professional services. Fees for any Term are due upon its commencement. Fees for any Renewal Term will be at MariaDB's then-current rates. All orders and Fees are non-cancelable and non-refundable. Failure to pay Fees when due is a material breach of this Agreement.

4.2. **Late Payments**. Late payments shall incur a service charge of 1.5% per month on the outstanding amount, or the maximum rate permitted by law, whichever is less.

4.3. **Taxes**. Fees are exclusive of Taxes. Customer will pay any Taxes that MariaDB is required to pay or collect arising from this Agreement. "**Taxes**" means any form of sales, use, excise, import, export, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of MariaDB. If any payment is subject to a withholding tax, Customer shall increase the payment amount to ensure MariaDB receives the full invoiced sum.

4.4. **Reporting**. Customer shall promptly notify MariaDB of any usage exceeding the quantity paid for under an Order Form, specifying the over-usage quantity and start date. MariaDB will invoice for such excess usage, prorated for the remainder of the Term, which Customer shall pay within thirty (30) days of the invoice date.

4.5. **Audit**. The Customer grants MariaDB and its independent accountants the right to audit the Customer's books and records relevant to the performance of this Agreement once annually during regular business hours upon fifteen (15) days advance written notice to verify compliance with this Agreement. If an audit reveals underpayment, Customer shall immediately pay the deficit plus the reasonable costs of the audit. Customer shall retain all relevant records for two (2) years following the termination or expiration of this Agreement.

5. Proprietary Rights

5.1. **Licenses**. Subject to Fee payment, MariaDB grants the Customer a limited, nonexclusive, nontransferable license to use the Software and Work Product for its internal business purposes. The Software is governed by the specific license terms available on the Website or presented during installation or use. For example, MariaDB Enterprise Server is subject to GNU General Public License, version 2 ("**GPL**"), and MariaDB MaxScale is subject to its own license terms. Any modifications to the Software provided by MariaDB under this Agreement ("**Software Modifications**") are licensed under the same terms as the underlying Software, and the Customer shall comply with such terms. For example, modifications to GPL-licensed Software are also subject to the GPL.

5.2. **Title**. MariaDB retains all right, title, and interest in materials it creates or uses for this Agreement, including the Software, Work Products, and any Customer feedback or suggestions ("**Feedback**"). The Customer retains all right, title, and interest in and to the Customer Data, the Customer Support Data and any materials it provides to MariaDB except for the Feedback. Software Modifications remain subject to the underlying Software's license

terms. The Customer shall comply with MariaDB's trademark policies, available on its Website, and must cease all use of MariaDB's trademarks upon termination or expiration of the Order Form(s). Customer consents to MariaDB's use of Customer Support Data to provide and improve its offerings and to make recommendations to Customer.

5.3. **Customer Data License**. During the Term of any MMD service, Customer grants to MariaDB a nonexclusive, worldwide, royalty-free, sublicensable right and license to host, access, use, and process Customer Data solely as necessary to provide the MMD service and as directed by Customer.

5.4. **Reservation of Rights**. MariaDB reserves all rights not expressly granted herein. No other licenses are granted by implication, estoppel, or otherwise.

6. Representations; Warranties; Disclaimers

6.1. **Customer**. The Customer represents and warrants that it (a) has the full authority to enter into and perform this Agreement; (b) its execution of this Agreement and MariaDB's performance will not conflict with the Customer's other obligations, and (c) does not use the Products or Services as a service bureau, a service provider or otherwise deliver them to external users. The Customer will defend, indemnify and hold MariaDB and its affiliates, and their respective directors, officers, employees, agents, representatives and contractors, harmless from all third-party claims and related costs arising from a breach of these warranties.

6.2. **MariaDB**. MariaDB represents and warrants that it (a) has the full authority to enter into and perform this Agreement, (b) will provide the Services in a professional and workmanlike manner, possessing the necessary skill and resources to do so, and (c) for the MMD service, MariaDB warrants the service will operate in substantial conformity with the applicable SLA. For any breach of this warranty, Customer's sole and exclusive remedy shall be the Service Credits as set forth in the SLA for the MMD service.

6.3. **DISCLAIMERS**. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6.2 AND THE COMMITMENTS IN THE APPLICABLE SLA FOR THE MMD SERVICE, IF ANY, AND TO THE EXTENT PERMITTED BY LAW, MARIADB PROVIDES THE SOFTWARE AND SERVICES "AS IS" AND "AS AVAILABLE" AND MAKES NO OTHER WARRANTIES. MARIADB EXPRESSLY DISCLAIMS, AND THE CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. MARIADB DOES NOT WARRANT THAT ANY SOFTWARE, SERVICES OR WORK PRODUCT WILL BE ERROR-FREE OR ACHIEVE ANY SPECIFIC RESULT. MARIADB SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, OR SERVICE FAILURES INHERENT IN USE OF THE INTERNET OR FOR ISSUES RELATED TO THIRD-PARTY HOSTING PROVIDERS. THE CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING CURRENT AND RESTORABLE BACKUPS OF ITS DATA, SOFTWARE, AND SYSTEMS.

6.4. **Support Interactions**. The Customer acknowledges that transmitting Customer Support Data outside MariaDB's secure Customer Support Portal, such as by email, is inherently insecure. MariaDB is not responsible for the security of data transmitted in this way. The Customer is solely responsible for its method of transmitting Customer Support Data and for any resulting unauthorized access, interception, or misuse of that data.

6.5. **Limitations on Use**. The Products and Services are not designed or intended for use in hazardous environments requiring fail-safe performance, where their failure could lead to death, personal injury, or severe damage ("**High-Risk Use**"), including the operation of nuclear or chemical facilities, aircraft navigation, or life-support systems. MariaDB disclaims all liability for any damages arising from High-Risk Use.

7. Limitation of Liability

7.1. TO THE EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF MARIADB AND ITS AFFILIATES, LICENSORS, CONTRACTORS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF: (A) THE AGGREGATE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) AN AGGREGATE TOTAL OF $500,000 FOR ALL CLAIMS UNDER THIS AGREEMENT. IN NO EVENT SHALL MARIADB OR ITS AFFILIATES BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; (B) ANY BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOSS OF PROFITS OR REVENUE; (C) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (D) ANY MATTER BEYOND ITS REASONABLE CONTROL. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 7 REFLECTS A REASONABLE ALLOCATION OF RISK AND

IS AN ESSENTIAL BASIS OF THE AGREEMENT, WITHOUT WHICH MARIADB WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

8. Confidentiality

8.1. **Definition**. "**Confidential Information**" means any information disclosed by one party or its affiliate ("**Disclosing Party**") to the other party or its affiliate ("**Receiving Party**") under this Agreement that is: (a) marked or identified in writing as confidential; or (b) should reasonably be understood as confidential due to its nature or the circumstances of its disclosure.

8.2. **Obligations**. The Receiving Party must: (a) use Confidential Information solely to perform under this Agreement; (b) protect it with at least the same care it uses for its own similar information, but not less than reasonable care; and (c) not disclose it, except to its employees, affiliates, contractors, agents, or professional advisors ("**Workers**") with a need to know and who are bound by a legal duty of confidentiality. These obligations survive for two (2) years after expiration or termination of the Agreement. Obligations for trade secrets and know-how survive as long as they are legally protected.

8.3. **Exclusions**. A Receiving Party has no confidentiality obligation for information that: (a) is public knowledge, other than by the Receiving Party's breach; (b) it independently developed; (c) it rightfully received from a third party without a duty of confidentiality; or (d) must be disclosed by law. If disclosure is legally required, the Receiving Party will, if permitted, give the Disclosing Party prompt notice to allow it to seek a protective order.

8.4. **Ownership and Return**. All Confidential Information remains the Disclosing Party's property. Upon request, the Receiving Party will within ten (10) business days return or (at the Disclosing Party's option) destroy it. The Receiving Party need not erase Confidential Information from system backups, provided it is deleted from live systems. Feedback and Work Product are MariaDB's Confidential Information. The negotiated terms of this Agreement are the Confidential Information of both parties.

8.5. **Equitable Remedies**. A breach of this Section 8 may cause irreparable harm for which monetary damages are inadequate. A party may therefore seek injunctive or other equitable relief for a breach without posting bond or waiving other rights.

9. Miscellaneous

9.1. **Interpretation**. The headings herein are for reference only and shall not affect the interpretation of this Agreement. Should any provision be held invalid or unenforceable, it shall be modified to the minimum extent necessary to become enforceable, and the remainder of this Agreement shall continue in full force and effect. All rights and remedies are cumulative. No remedy, including termination, is exclusive.

9.2. **Assignment**. This Agreement is binding upon the parties and their respective successors and permitted assigns. This Agreement creates no third-party beneficiary rights. MariaDB may assign this Agreement, in whole or in part, without Customer's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or voting stock. Customer shall not assign its rights or obligations hereunder, in whole or in part, without the prior written consent of MariaDB. Any attempted assignment violating this section is void.

9.3. **No Waiver; Limitations**. A party's failure or delay to exercise a right under this Agreement does not constitute a waiver of that right. A partial exercise of a right does not preclude its full exercise. To the extent permitted by applicable law, any claim arising from this Agreement or an Order Form must be brought within one (1) year after the cause of action accrues. This limitation does not apply to the Customer's obligation to pay Fees.

9.4. **Governing Law; Disputes**. This Agreement is governed by the laws of California, without regard to its conflict of laws principles. Any dispute arising from this Agreement shall be resolved exclusively in the state or federal courts located in Santa Clara County, California. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.5. **Attorneys' Fees and Costs**. In any dispute arising from this Agreement, including an action to collect unpaid Fees, the prevailing party is entitled to recover its reasonable attorneys' fees, costs, and collection expenses.

9.6. **Consent and Notices**. Unless specified otherwise, consent may be withheld at a party's sole discretion. A notice is effective upon receipt. Notices of breach must be in writing and delivered by a traceable courier to the recipient's address on the Order Form, or a more current address provided in writing. All other notices may be sent

by email and are effective only upon confirmed receipt by a reply email. A copy of any notice to MariaDB must also be sent by email to legal@mariadb.com.

9.7. **Publicity**. Neither party will make public statements about this Agreement or their relationship without the other party's prior written consent. However, the Customer permits MariaDB to use its company name and logo in customer lists on its website, public filings, and in materials for potential customers, partners, and investors.

9.8. **Legal Compliance**. Each party must comply with all applicable laws. MariaDB is not responsible for laws specific to the Customer or its industry. The Customer acknowledges that Products and Services may be subject to U.S., E.U., and other export and import control laws. The Customer must comply with these laws and contractually require anyone to whom it re-exports or transfers the Products and Services to also comply. The Customer certifies it is not sanctioned or otherwise restricted from export or re-export transactions.

9.9. **Independent Contractors**. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship.

9.10. **Non-Solicitation**. For the Agreement's term and six (6) months after, Customer will not solicit or hire MariaDB personnel. This restriction shall not apply to personnel hired through a general public advertisement without prior solicitation by the Customer. The Customer acknowledges that a breach of this clause will cause irreparable harm to MariaDB, for which monetary damages are an inadequate remedy. Accordingly, MariaDB is entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other available remedies. Upon a breach of this section, the Customer shall pay MariaDB liquidated damages equal to two (2) times the Gross Annual Compensation of the relevant individual. "Gross Annual Compensation" means twelve (12) times the average monthly remuneration paid to the individual, calculated from the total of all salary, wages, bonuses, commissions, fees, and the cash-equivalent value of benefits paid over the six (6) full calendar months immediately preceding the cessation of their service. The parties agree this amount is a genuine pre-estimate of loss and not a penalty, and affirm this restriction is reasonable and necessary to protect MariaDB's legitimate business interests.

9.11. **Force Majeure**. Neither party will be liable for any failure or delay in performance caused by an event beyond its reasonable control, including but not limited to, governmental actions, war, riots, terrorism, epidemics, pandemics, utility failures, and natural disasters. This provision does not apply to events caused by a party's fault or negligence, nor does it excuse the obligation to pay Fees.

9.12. **Entire Agreement**. Unless otherwise agreed in writing, this Agreement, along with any Order Form(s), the Subscription Policy, and any exhibits, constitutes the entire agreement between the parties. It supersede all prior or contemporaneous oral or written agreements, proposals, and understandings concerning its subject matter. Any amendments must be in a writing signed by an authorized officer of each party. This Agreement may be executed in counterparts, which together form one agreement. This Agreement may be incorporated by reference into an Order Form. Facsimile and electronic signatures are binding as originals. Any terms in a purchase order or similar document supplied to MariaDB will be null and void. Such terms are not binding unless expressly agreed to in a writing signed by an authorized officer of each party. If there is a conflict between documents, the order of precedence is: (a) the applicable Order Form; (b) the applicable SLA for the MMD service; (c) this Agreement; and (d) the Subscription Policy.

9.13. **U.S. Government End Users**. If the Customer is a U.S. Government entity, the software provided under this Agreement is commercial computer software provided with RESTRICTED RIGHTS as customarily provided to the public under this Agreement. The software and any documentation are provided in accordance with FAR 12.212 (Software) and DFAR 227.7202 (Commercial computer software and commercial computer software documentation), as applicable. The U.S. Government's rights, including to use, modify, reproduce, or disclose the software and documentation, are subject to the license rights and restrictions provided in this Agreement.

9.14. **Quebec**. If the Customer is located in Quebec, Canada, the parties confirm their express wish that this Agreement and all related documents be drawn up in English. Les parties confirment leur volonté expresse que cette convention et tous les documents y afférents soient rédigés en anglais.

9.15. **Purchase from MariaDB Partner**. This Section 9.15 applies to purchases made through an authorized MariaDB reseller ("Partner"). The Customer's use of Products and Services is governed by this Agreement as the End User License Agreement (EULA). The Customer contracts for such purchases directly with the Partner. The Partner is an independent reseller and not an agent of MariaDB. If the agreement between MariaDB and the Partner ends, existing Customer orders will continue as direct orders between Customer and MariaDB under this Agreement, unless agreed otherwise in writing.