



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 MariaDB Cloud or MariaDB Managed Database services.
- 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 Cloud**” means the cloud services provided by MariaDB that include the Support Services, hosted Products including database-as-a-service, monitoring, and other related services and tools described in the Support Policy.
- 1.6. “**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 and subject to a separate written agreement between the parties.
- 1.7. “**Marketplace**” means an authorized MariaDB marketplace reseller, e.g., the AWS Marketplace, Microsoft Azure Marketplace, and the Google Cloud Marketplace.
- 1.8. “**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 and the Marketplace, accepted by MariaDB. An electronic order includes all terms accepted by Customer during the online purchase process and access to the Customer Support Portal.
- 1.9. “**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.
- 1.10. “**Server**” and “**Instance**” means a single software daemon running on a physical machine, virtual machine, or software container.
- 1.11. “**Services**” means, collectively or individually, Support Services, MariaDB Managed Database, MariaDB Cloud, 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 Support Services.
- 1.12. “**Software**” and “**Product**” means any MariaDB software product made available to the Customer, including its documentation, updates, and new versions.
- 1.13. “**Support Policy**” means the MariaDB Support Policy set forth on the Website at <https://mariadb.com/support-policy/>, as may be amended by MariaDB. The policy includes service level agreements (“**SLA**”) applicable to specific Services.
- 1.14. “**Support Services**” and “**Subscription Services**” means the technical support and maintenance services described in the Support Policy.
- 1.15. “**vCPU**” means a virtual central processing unit, representing a unit of compute capacity allocated to a virtual machine (VM).
- 1.16. “**Website**” means a MariaDB website at mariadb.com and at its subdomains unless specified otherwise.
- 1.17. “**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 Support Services. If the Customer fails to do so, MariaDB may, at its sole discretion, suspend the Support 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 that 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 remove, alter, or obscure any proprietary notices in the Products and Services, nor will it permit any third party to do so. 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. **Service-Specific Terms:** Additional terms in Annex A apply depending on the Services.

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. Unless otherwise specified by MariaDB or agreed between the parties, the Order Form will then automatically renew for successive one-year periods ("**Renewal Terms**"). The Initial Term and all Renewal Terms are collectively referred to as the "**Term**". Either party may give a 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 integrity, availability, or security of the Services, or (d) there has been or may be a violation of the rights of a third party, applicable laws and regulations, breach of security, fraud, or misrepresentation in connection with Customer's use of the Services. 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.

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. 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-cancellable 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 in the performance of 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 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 (a) provide, maintain and support the Services and Software for Customer, and (b) to monitor, develop, and improve the Services and Software.

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 the Products or Services 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) a breach of the above warranties, (b) Customer Data, (c) Customer's breach of Section 6.4.

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) MariaDB warrants the MariaDB Cloud service will operate in substantial conformity with the applicable SLA. If Customer believes there has been a breach of a warranty, Customer must notify MariaDB in writing promptly following delivery of the affected Service stating in reasonable detail the nature of the alleged breach. For any breach of the warranty, Customer's sole and exclusive remedy shall be the service credits as set forth by MariaDB or agreed between the parties.

6.3. **DISCLAIMERS.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6.2 AND THE COMMITMENTS IN THE APPLICABLE SLA FOR MARIADB CLOUD AND MMD SERVICES, 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. Limitations on Use. Customer shall not, and shall not allow others to: (a) except as permitted by the Agreement, directly or indirectly distribute, sell, transfer, sublicense, rent, lease, market, use or commercialize the Services or Products (or any portion thereof); (b) provide the Services or Products on a time sharing, hosting, service provider or other similar basis; (c) reverse engineer, decompile, or attempt to discover any source code or underlying ideas or algorithms of the Services or Products; (d) copy, modify, or create derivative works of the Services or Products; (e) use the Services or Products to develop a competing service or product; (f) send, store, or access spam, unlawful material, or malicious code (including viruses, worms, trojan horses, etc.); (g) upload sensitive personal data such as unmasked credit card or social security data or use the Services in violation of the Payment Card Industry Data Security Standards; (h) circumvent or attempt to circumvent contractual usage restrictions; (i) interfere with or disrupt the integrity or performance of the Services or (j) use the Services or Products for any High-Risk Use. "High-Risk Use" means use in hazardous environments requiring fail-safe performance (such as nuclear facilities, aircraft navigation, or life support systems), where failure could cause death, personal injury, or severe damage. MariaDB is not liable for any damages from High-Risk Use. A breach of any provision in this Section 6.4 shall be deemed a material breach of this Agreement.

6.5. Requirements. Customer shall: (a) use the Services only for its internal business purposes in accordance with the Agreement; (b) be responsible for its users' compliance with the Agreement; (c) use reasonable efforts to prevent, and immediately notify MariaDB of, any unauthorized use, access, or copying of the Services, its accounts, or passwords; and (d) be solely responsible for the accuracy and legality of Customer Data, the means by which it acquires and uses such Customer Data, including compliance with any regulations and laws applicable to the Customer Data (including, without limitation, privacy and data protection), and has obtained all rights in the Customer Data necessary to permit MariaDB's compliance with its obligations under the Agreement.

6.6. 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.

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; (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; and (d) store Confidential Information in accordance with its standard data retention policies unless a longer period is required by law. 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. **Benchmarking.** Customer may perform benchmarks or comparative tests or evaluations of Services and Products (each, a “**Benchmark**”). However, Customer must obtain MariaDB’s prior written approval to disclose to a third party the results of any Benchmark.

8.6. **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.** Failing or delaying to exercise a right, or partially exercising it, does not waive that right or prevent its full exercise later. Subject to applicable law, any claim under this Agreement must be brought within one (1) year after it arises. This time limit does not apply to claims for breach of MariaDB’s intellectual property rights, Customer’s violation of license restrictions, or Customer’s failure 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 its termination or expiration, 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 Support Policy, and any exhibits, constitutes the entire agreement between the parties. It supersedes 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) Annex A (Service-Specific Additional Terms); (c) this Agreement; and (d) the Support 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, except for Marketplace orders, will continue as direct orders between Customer and MariaDB under this Agreement, unless agreed otherwise in writing.

ANNEX A: SERVICE-SPECIFIC ADDITIONAL TERMS

I. MariaDB Cloud Additional Terms of Service. The following terms apply to MariaDB Cloud services.

1. Definitions

- 1.1. **"BAA"** means the business associate agreement governing the Parties' obligations for HIPAA Data uploaded by Customer to the MariaDB Cloud.
- 1.2. **"Committed Subscription"** means a subscription for a pre-agreed quantity and type of MariaDB Products for a specified period (the **"Term"**), as set forth in an Order Form. A Committed Subscription is subject to fixed pricing and payment terms regardless of actual usage.
- 1.3. **"HIPAA"** means the Health Insurance Portability and Accountability Act, as amended and supplemented.
- 1.4. **"HIPAA Data"** means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.
- 1.5. **"Invoice Period"** means the frequency of invoiced Fees as set forth in an Order Form.
- 1.6. **"On-Demand Usage Price"** means the then-current Fees for a Variable Usage Subscription or for Overages, subject to change at any time without notice.
- 1.7. **"Overages"** means Customer usage of the MariaDB Cloud that exceeds the limits of a Committed Subscription during an Invoice Period or the Term.
- 1.8. **"Variable Usage Subscription"** means a subscription with no pre-agreed commitment, typically purchased via an electronic order on the Website and billed based on actual usage.

2. Scope

- 2.1. MariaDB provides the MariaDB Cloud service as specified in the Order Form. Details, including any uptime commitment, are described in the Support Policy. MariaDB is not responsible for the Customer's applications, custom configurations, or data. Customer is solely responsible for its Customer Data, including its accuracy, legality, and for having the necessary rights for MariaDB to provide the MariaDB Cloud service.
- 2.2. MariaDB may provide a free developer access to MariaDB Cloud service. Such developer access is provided "as is" and "as available", without Support Services, warranties, indemnities or liability of any kind. MariaDB may set the developer access parameters, restrictions and limitations at any time without notice.
- 2.3. The entire Section 5.1 of the Agreement is replaced with the following provision: "Subject to Fee payment, MariaDB grants the Customer a limited, non-exclusive, non-transferable, revocable right to access and use the MariaDB Cloud service and associated hosted Products for its internal business purposes, solely during the applicable Term."

3. Fees

- 3.1. **General.** Customer agrees to pay the subscription fees specified in the Order Form and any applicable Overages (collectively, the **"Fees"**). MariaDB may suspend the MariaDB Cloud for late payments. Payment obligations continue during any suspension, and Customer is not entitled to service credits for that period.
- 3.2. **Committed Subscriptions.** Fees for Committed Subscriptions are specified in the Order Form, and Customer must pay them according to the payment terms in the Order, regardless of actual use. After the Committed Subscription Term expires, its special pricing ends, and any ongoing use will be charged at the On-Demand Usage Price. Any unused portion of a Committed Subscription for an Invoice Period or Term is forfeited.
- 3.3. **Variable Usage Subscriptions.** Fees for Variable Usage Subscriptions are charged in arrears at the current On-Demand Usage Price based on actual usage during the Invoice Period.
- 3.4. **Recurring Credit Card Charges.** MariaDB's third-party processor will process credit card payments using the card on file. If paying by credit card for monthly billing, Customer authorizes recurring monthly charges based on the Order Form. MariaDB may charge accrued Fees more frequently if it suspects fraud or a risk of non-payment. MariaDB may change or add new Fees for the MariaDB Cloud at any time, and the Fees payable by Customer will change accordingly, though such changes will not apply to a previously ordered Committed Subscription during its then-current Term. Customer will not issue chargebacks and will reimburse MariaDB for any associated fees.

3.5. **Overages.** Customer shall be invoiced for Overages for an Invoice Period at the applicable On-Demand Usage Price. If Customer has prepaid for its MariaDB Cloud, Customer shall be invoiced for any Overages for the full prepaid period at the applicable On-Demand Usage Price. During the Term, Customer may request to amend its Order Form to increase its Committed Subscription. If MariaDB approves in its discretion, this may avoid future Overage rates.

3.6. **Post-Term Fees.** If Customer continues using the MariaDB Cloud after an Order Form for a Committed Subscription expires without renewal, it will be charged the then-current On-Demand Usage Price until a new Order Form is executed.

4. **Customer Responsibilities and Restrictions**

4.1. **Access.** MariaDB will provide access to the MariaDB Cloud to Customer solely for Customer's business operations and subject to the restrictions set forth in this Section 4. Customer must maintain a MariaDB account associated with a valid email address and a valid form of payment. Unless agreed to in writing by MariaDB, Customer will only create one account per email address.

4.2. **End Users.** Customer is responsible for any actions it permits, assists, or facilitates any third party to take regarding this Agreement, Customer Data, or the MariaDB Cloud.

4.3. **Beta Programs; Trial Periods.** Customer may participate in MariaDB's beta or early release programs ("**Beta Programs**"). If requested, Customer will provide Feedback on the related beta, pre-release, or evaluation services ("**Beta Materials**"). At MariaDB's request, Customer will return, destroy, or cease using all Beta Materials. Beta Materials and Trial Services are provided without warranties, indemnities and liability of any kind. "**Trial Services**" means using the MariaDB Cloud on a limited trial basis as set forth in the Order Form or at registration. Trial Services are for internal evaluation (test) only; production, development or commercial use is prohibited.

4.4. **Third Party Services.** MariaDB may use third-party software, technology, or services ("**Third Party Services**") to provide the MariaDB Cloud, including for payment processing. MariaDB does not control, endorse, or warrant, and is not responsible for any Third Party Services. The Customer must comply with all applicable third-party terms.

5. **Customer Data**

5.1. **Data Protection and Security.** If the parties execute a MariaDB Customer Data Processing Addendum published at the Website (DPA) for the processing of Customer Personal Data, the DPA's terms are hereby incorporated. MariaDB will maintain commercially reasonable administrative, physical and technical safeguards and controls for the availability, security, confidentiality and integrity of Customer Data stored in MariaDB Cloud.

5.2. **HIPAA Data.** Customer must not upload HIPAA Data to the MariaDB Cloud without a signed Business Associate Agreement (BAA) with MariaDB. Without a BAA, MariaDB has no liability for HIPAA Data. If a BAA is signed, it is incorporated into this Agreement.

5.3. **Aggregated Data.** MariaDB may collect and use anonymized, aggregated data related to Customer's use of the MariaDB Cloud for its business purposes, such as service improvement, reporting, and research. This data will not include personal information.

5.4. **Customer Data Upon Termination.** For thirty (30) days after termination (the "**Wind Down Period**"), the Customer may retrieve or delete Customer Data, subject to the Agreement and applicable fees. This right does not apply if prohibited by law or governmental order, or if it could create liability for MariaDB. Customer acknowledges that data egress may incur costs for network and compute resources. MariaDB reserves the right to charge its standard professional services rates for data extraction assistance and for data transfer volumes exceeding commercially reasonable thresholds. The Customer Data License grant in Section 5.3 of the Agreement is extended to apply during the Wind Down Period. After the Wind Down Period, MariaDB will delete all Customer Data once the Customer closes its accounts. This section does not apply to Trial Services, where MariaDB may delete Customer Data at any time without notice or liability.

6. **Term and Termination**

6.1. **Additional Services.** During the Term, Customer may purchase additional MariaDB Cloud. The term for any such addition will end on the same date as the then-current Term.

6.2. **Effect of Termination.** Upon termination, (a) all incurred Fees become immediately due, unless Customer terminates for MariaDB's uncured material breach, and (b) Sections 1, 3, 5.4 and 7 shall survive.

6.3. **Suspension.** MariaDB may immediately suspend access to the MariaDB Cloud if it reasonably determines Customer's use poses a risk or violates laws. MariaDB may also suspend access if Customer makes publicly available the Services or any component thereof. Payment obligations continue during any suspension.

7. General

7.1. **Assignment.** Neither party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld. However, either party may assign this Agreement without consent to an affiliate or in connection with a merger or sale of all its assets or stock.

7.2. **Notices.** MariaDB may provide a notice to Customer by (a) posting a notice to the Website or (b) sending a message to the email address associated with the Customer's account. Notices provided by posting on the Website will be effective upon posting and notices provided by email will be effective when the email is sent.

7.3. **Entire Agreement and Amendments.** MariaDB may amend these Service-Specific Additional Terms and the Agreement by notice to Customer. Continued use of the Services after an amendment's effective date constitutes Customer's acceptance. MariaDB may modify the Services but will not materially reduce them during the current Term. This Agreement supersedes all other agreements between the parties, including any default Marketplace terms.

II. Remote Database Administrator service (Remote DBA) Additional Terms of Service. The following terms apply to Remote DBA services: (a) *Scope*: MariaDB provides Remote Database Administrator ("**Remote DBA**" or "**RDBA**") service as further described in the Support Policy; (b) *Data Protection and Security*: If the parties execute a MariaDB Customer Data Processing Addendum published at the Website (DPA) for the processing of Customer Personal Data, the DPA's terms are hereby incorporated; (c) *Customer Responsibilities*: Customer is responsible for providing MariaDB with the necessary and timely access to Customer database environments and for following best practices and recommendations provided by the RDBA team.

III. Professional Services Additional Terms of Service. The following terms apply to MariaDB professional services: (a) *Scope*: Professional services are distinct from and are not included in the Support Services; (b) *Customer Responsibilities*: The Customer will cooperate by providing necessary resources, personnel, data, and premises access to facilitate the professional services. (c) *Rescheduling*: Rescheduling the professional services with less than seven (7) business days' notice will result in a one (1) day consulting fee at MariaDB's then-current professional services rates in addition to reimbursement for any travel costs MariaDB has incurred. 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.

IV. Basic Support Additional Terms of Service. The following terms apply to Basic Support tier of Support Services ("**Basic Support**"): (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 Support 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.