



Subscription Agreement

This MariaDB Subscription Agreement (“**Agreement**”) is between the MariaDB entity (“**MariaDB**”) and the customer (“**Customer**”) identified on the Order Form. This Agreement governs Products and Services provided to Customer and is effective upon the earlier of Order Form execution or acceptance of terms (“**Effective Date**”).

1. Definitions

- 1.1. “**Access Credentials**” means license keys, access tokens, download tokens, or other credentials used to verify entitlements or authorize access to Products and Services.
- 1.2. “**Compute Unit**” means a unit of computation spread across one or more Cores or vCPUs in any combination, so long as such unit does not exceed 16 GB RAM and 4 Cores/vCPUs unless specified otherwise in an Order Form.
- 1.3. “**Core**” means a single processing unit of a processor capable of independent instruction execution.
- 1.4. “**Customer Data**” means all data, information or material submitted by or on behalf of Customer to the MariaDB Cloud services.
- 1.5. “**Customer Support Data**” means all data, information or material submitted by or on behalf of Customer to MariaDB in connection with requests for Support Services.
- 1.6. “**Customer Support Portal**” means the part of the Website at support.mariadb.com.
- 1.7. “**Designated Technical Contact**” or “**DTC**” means a Customer-designated employee, contractor, or subcontractor identified in an Order Form or the Customer Support Portal and authorized to submit requests to MariaDB for Support Services on behalf of Customer. Customer is liable for all acts and omissions of its DTCs.
- 1.8. “**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.
- 1.9. “**Marketplace**” means an authorized MariaDB marketplace reseller, e.g., the AWS Marketplace, Microsoft Azure Marketplace, and the Google Cloud Marketplace.
- 1.10. “**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.
- 1.11. “**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.
- 1.12. “**Server**” and “**Instance**” mean a single software daemon running on a physical machine, virtual machine, or software container.
- 1.13. “**Services**” means, collectively or individually, Support Services, MariaDB Cloud, professional services, training, or other services specified in an Order Form. Unless otherwise specified in an Order Form, all Services and line items listed on the Order Form are Support Services.
- 1.14. “**Software**” and “**Product**” mean any MariaDB software product made available to the Customer, including its documentation, updates, and new versions.
- 1.15. “**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.
- 1.16. “**Support Services**” and “**Subscription Services**” mean the technical support and maintenance services described in the Support Policy.
- 1.17. “**Usage Data**” means technical logs, telemetry, metadata, and other operational or performance information about the Customer’s use of the Products and Services. It excludes Customer Data, Customer Support Data, or Access Credentials.

- 1.18. **“Usage Metrics”** means benchmarking results, statistical analyses, and other data that MariaDB anonymizes, de-identifies, or aggregates from Usage Data or Customer Support Data so it cannot reasonably identify the Customer, DTCs, or Customer Support Data.
- 1.19. **“vCPU”** means a virtual central processing unit, representing a unit of compute capacity allocated to a virtual machine (VM).
- 1.20. **“Website”** means a MariaDB website at mariadb.com and at its subdomains unless specified otherwise.
- 1.21. **“Work Product”** means all deliverables, software, and other works created by MariaDB for Customer resulting from the professional services. Unless specified otherwise in an Order Form, the Work Product does not include training courses or training materials.

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, vCPUs and Compute Units 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.
- 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.
- 2.5. **Delivery.** MariaDB does not physically deliver Products, Services, or Work Product. Delivery of Products and Services is deemed complete when MariaDB shares the Access Credentials with the Customer, makes Software available for download, or makes the cloud environment available to the Customer. Professional and training services delivery is deemed complete upon performing the relevant services and sharing any Work Product.

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; Customer must email such notice to success@mariadb.com. 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, (a) 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; and (b) Customer shall cease using Products and Services and, within ten (10) business days, remove all

Products and Services, including all Access Credentials, from all environments under Customer's control; and an officer of the Customer shall certify compliance with the removal in writing upon MariaDB's request.

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. 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 at MariaDB's then-current standard list prices (without regard to any previously negotiated discounts), 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 of advance written notice to verify compliance with this Agreement. If an audit reveals underpayment, Customer shall immediately pay the deficit at MariaDB's then-current standard list prices (without regard to any previously negotiated discounts) 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. **License.** Subject to Fee payment, MariaDB grants the Customer a limited, non-exclusive, non-transferable 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, Access Credentials, Usage Data, Usage Metrics, and any Customer feedback or suggestions ("**Feedback**"). Notwithstanding the foregoing, MariaDB's ownership of Usage Data does not transfer to MariaDB any ownership rights to Customer Confidential Information that may be contained therein. 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 excluding the Feedback and any generalized knowledge, logic, or improvements derived therefrom by MariaDB. 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 non-exclusive, 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) monitor, develop, and improve the Services and Software. MariaDB may retain and use Usage Data and Usage Metrics or improvements generated during the Term pursuant to its ownership rights in Section 5.2, notwithstanding the termination or expiration of this Agreement.

5.4. **Usage Data and Access Credentials.** MariaDB may collect, generate, derive and use Usage Data (including data transmitted from monitoring software, user feedback plug-ins and similar software) to operate,

support, improve and develop its Products and Services. Furthermore, Products and Services may routinely transmit Access Credentials to MariaDB to verify license entitlements and validity status. MariaDB will not share Usage Data containing Customer Confidential Information with any third party unless aggregated and anonymized, or transformed into Usage Metrics. Usage Data that does not contain Customer Confidential Information, and all Access Credentials, are the Confidential Information of MariaDB.

5.5. **Usage Metrics.** MariaDB uses Usage Metrics for its own business purposes, including benchmarking, development, and marketing. Usage Metrics is the Confidential Information of MariaDB.

5.6. **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: (a) it has full authority to enter into and perform this Agreement; (b) executing this Agreement will not conflict with its other obligations; and (c) it will not use the Products or Services as a service bureau or service provider, nor deliver them to external users. The Customer will defend and indemnify MariaDB, its affiliates, and their respective personnel and representatives against all third-party claims and costs arising from: (a) a breach of the warranties above; (b) the provision, storage, or use of Customer Data (including, without limitation, any claim that the collection, retention, or use of Customer Data violates applicable privacy or data protection laws or rights); or (c) the Customer's breach of Section 6.4 of this Agreement, Sections 4.3 and 4.5 of the MariaDB Cloud Additional Terms (Annex A).

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) will operate the MariaDB Cloud service in substantial conformity with the applicable SLA; for any breach of this SLA warranty, Customer's sole and exclusive remedy is the service credits specified by MariaDB or agreed by the parties. If Customer believes there has been a breach of any warranty, Customer must notify MariaDB in writing promptly following delivery of the affected Service stating in reasonable detail the nature of the alleged breach.

6.3. **DISCLAIMERS.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6.2 AND THE COMMITMENTS IN THE APPLICABLE SLA FOR MARIADB CLOUD, 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, TITLE, SYSTEM INTEGRATION, AND ACCURACY OF INFORMATIONAL CONTENT. 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 expressly permitted by this 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 except as expressly permitted by applicable law or open-source licenses; (e) use the Services or Products to develop a competing service or product; (f) circumvent or attempt to circumvent contractual usage restrictions or license keys; or (g) 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, passwords, or Access Credentials; 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. To ensure continuous security and availability of Support Services, Customer is responsible for timely upgrading to generally available (GA) and supported versions of the Products and Services. MariaDB has no obligation to provide Support Services for Products or Services designated as end-of-life (EOL) or end-of-support (EOS) in the Support Policy. The Customer is solely responsible for transmitting Customer Support Data outside MariaDB's secure Customer Support Portal (e.g., by email) and assumes all risks of unauthorized access, interception, or misuse. MariaDB is not responsible for the security of data transmitted outside the Customer Support Portal. The Customer must not submit sensitive payload data, personal data, Personally Identifiable Information (PII), or Protected Health Information (PHI) via support tickets, emails, or crash reports. MariaDB disclaims all liability for this prohibited data and may immediately delete it, suspend the associated support ticket, or downgrade the SLA severity until the Customer provides sanitized logs.

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 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. Notwithstanding the foregoing, MariaDB may retain Usage Data and Usage Metrics in accordance with Section 5.2. 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, comparative tests, or evaluations of Services and Products (each, a "Benchmark"), but must obtain MariaDB's prior written approval before disclosing Benchmark results to a third party.

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.** Headings are for reference only and do not affect the interpretation of this Agreement. If a provision is invalid or unenforceable, it will be modified only as necessary to become enforceable, and the rest of this Agreement will remain in effect. All rights and remedies, including termination, are cumulative and non-exclusive.

9.2. **Assignment.** This Agreement binds the parties, their successors, and permitted assigns, and 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 may not assign this Agreement without MariaDB's prior written consent. Any violating assignment is void.

9.3. **No Waiver; Limitations.** A failure, delay, or partial exercise of a right does not waive it or prevent its future exercise. Subject to applicable law, claims under this Agreement must be brought within one year after arising, except for claims regarding MariaDB's intellectual property rights, Customer's license violations, or unpaid 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, a party may withhold consent at its sole discretion. Notices take effect upon receipt. Breach notices must be written and delivered by traceable courier to the receiving party's address on the Order Form (or an updated written address). Breach notices to MariaDB must be delivered to the contact address specified on the Website for Customer's region. Other notices may be emailed, effective upon reply. Customer must email non-renewal notices (Section 3.1) to success@mariadb.com. All notices to MariaDB must include a copy 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.** During the Agreement's term and for six (6) months after its expiration or termination, Customer will not solicit or hire MariaDB personnel. This restriction does not apply to hires resulting from general public advertisements without prior solicitation by Customer. Customer acknowledges monetary damages are inadequate for a breach of this clause. Therefore, MariaDB may seek equitable relief, including injunctions and specific performance, alongside all other remedies. For any breach, Customer must pay MariaDB liquidated damages equal to twice the individual's Gross Annual Compensation. "Gross Annual Compensation" means twelve (12) times the individual's average monthly compensation (including all salary, wages, bonuses, commissions, fees, and benefits) during their last six (6) months of service. The parties agree this amount is a reasonable pre-estimate of loss, not a penalty, and that this restriction protects 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 through an authorized MariaDB reseller ("**Partner**"). This Agreement serves as the End User License Agreement (EULA) for Customer's use of Products and Services. Customer contracts directly with Partner, and the applicable MariaDB entity is defined by the order Partner places with MariaDB. Partner acts as an independent reseller, not a MariaDB agent. Customer may request a partner status confirmation letter from MariaDB directly or through Partner. If the agreement between MariaDB and Partner terminates, existing Customer orders (excluding Marketplace orders) 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. The following terms apply to MariaDB Cloud services.

1. Definitions

- 1.1. **"BAA"** means the business associate agreement governing HIPAA Data uploaded by Customer to the MariaDB Cloud.
- 1.2. **"Committed Subscription"** means an Order Form subscription for a pre-agreed quantity and type of MariaDB Products for a specified period (the **"Term"**). Fixed pricing and payment terms apply regardless of actual usage.
- 1.3. **"HIPAA"** means the Health Insurance Portability and Accountability Act.
- 1.4. **"HIPAA Data"** means protected health information regulated by HIPAA or similar laws.
- 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 per the Order Form. The Support Policy contains service details and uptime commitments. MariaDB is not responsible for Customer applications, configurations, or data. Customer is solely responsible for Customer Data accuracy, legality, and securing the rights necessary for MariaDB to provide the services.
- 2.2. Section 5.1 of the Agreement is replaced in its entirety with: "5.1. **Access.** Subject to Fee payment, MariaDB grants Customer a limited, non-exclusive, non-transferable, revocable right to access and use the MariaDB Cloud service and hosted Products for internal business purposes during the Term".

3. Fees

- 3.1. **General.** Customer will pay the 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.** Customer must pay Committed Subscription Fees regardless of actual use. After the Committed Subscription Term, ongoing use is 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.** Variable Usage Subscription Fees are charged in arrears at the On-Demand Usage Price based on actual Invoice Period usage.
- 3.4. **Credit Cards.** MariaDB's third-party processor will process credit card payments using the card on file. If paying by credit card, Customer authorizes recurring monthly charges. MariaDB may charge accrued Fees more frequently if it suspects fraud or non-payment risk. 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 waives chargeback rights and will reimburse MariaDB for related fees.
- 3.5. **Overages.** Overages are invoiced at the On-Demand Usage Price for the applicable Invoice Period or prepaid period. MariaDB may optionally approve Customer requests to increase Committed Subscriptions to avoid future Overages.
- 3.6. **Post-Term Fees.** Continued use after a Committed Subscription expires without renewal is billed at the On-Demand Usage Price until a new Order Form is signed.

4. Customer Responsibilities and Restrictions

4.1. **Access.** Customer will use the MariaDB Cloud solely for its business operations. Customer must maintain an account with a valid email and payment method, limited to one account per email address unless otherwise agreed in writing.

4.2. **End Users.** Customer is responsible for any third-party actions it facilitates regarding the Agreement, Customer Data, or the MariaDB Cloud.

4.3. **Acceptable Use Policy.** Customer and its authorized users must not, and must not allow others to: (a) transmit spam, unlawful material, or malicious code (such as viruses, worms, or trojan horses); (b) upload unmasked sensitive data (e.g., credit card or social security numbers) or violate PCI-DSS; or (c) disrupt the integrity, availability, or performance of the MariaDB Cloud or its data.

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 or warrant Third Party Services, and Customer must comply with applicable third-party terms.

4.5. **Bring Your Own Account and Bring Your Own Cloud.** If Customer deploys MariaDB Cloud in its own environment ("**BYOA**" or "**BYOC**", collectively "**BYOA**"), this Section 4.5 prevails over conflicting Agreement terms.

(a) *General:* MariaDB operates its centralized management environment to deploy MariaDB Cloud in the BYOA (the "**Control Plane**"). BYOA separates the MariaDB Control Plane from the compute, storage, and networking resources in the Customer's account (the "**Data Plane**"). The Customer remains solely responsible for its relationships with, and payments to, cloud providers and other environment suppliers. MariaDB is not liable for any infrastructure costs, fees, or overages incurred in the Customer's Data Plane as a result of operating the Services.

(b) *Security & Control:* MariaDB controls only resource deployment and maintenance for MariaDB Cloud in the BYOA. MariaDB uses commercially reasonable administrative and technical measures to protect the MariaDB Cloud in the BYOA (including MariaDB-deployed components in the Customer's Data Plane) from unauthorized access, use, or disclosure. MariaDB will access Customer Data only as necessary to provide the Services or enforce this Agreement. MariaDB may scan, audit, and verify the configuration and security posture of the Customer's BYOA environment before deployment and continuously thereafter. Without liability, MariaDB may refuse to deploy or immediately suspend the Services if it reasonably determines the Customer's infrastructure fails to meet MariaDB's baseline security prerequisites. Without liability, MariaDB may immediately suspend the MariaDB Cloud services in the BYOA environment if the Control Plane loses required connectivity or operational telemetry from the Data Plane, to prevent potential data corruption, cluster failure, or systemic risk.

(c) *Customer Obligations:* The Customer must follow industry standards to: (i) provide and maintain the Identity and Access Management (IAM) roles, networks, and telemetry (including system metrics and logs) required for the Control Plane; (ii) implement and maintain security measures for its BYOA environment and restrict MariaDB's access to what is necessary; (iii) maintain current, restorable backups of BYOA data, software, and systems; (iv) not alter BYOA parameters or install software that could degrade the Services; and (v) not interfere with MariaDB-deployed infrastructure. The BYOA SLA is strictly conditioned upon the Customer's compliance with these responsibilities.

(d) *SLA & Liability:* Unauthorized modification is a material breach voiding SLA commitments. Downtime or data loss caused by cloud providers or Customer actions is "Excluded Downtime" and voids the SLA. Customer is strictly liable for Data Plane misconfigurations or unauthorized access, except where directly caused by MariaDB's gross negligence or willful misconduct. MariaDB does not host, back up, or provide disaster recovery for the Data Plane. Support time spent on BYOA infrastructure issues may be billed at standard Professional Services rates.

(e) *Termination:* Upon termination of MariaDB Cloud in BYOA, the Customer shall cease using MariaDB Cloud in BYOA and, within ten (10) business days, remove all MariaDB Cloud components, including all Access Credentials, from BYOA; and an officer of the Customer shall certify compliance with the removal in writing upon MariaDB's request.

5. Customer Data

5.1. **Data Protection and Security.** Any executed MariaDB Customer Data Processing Addendum (DPA) is 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 without a signed BAA. Without a BAA, MariaDB has no liability for HIPAA Data. Any executed BAA is incorporated.

5.3. **Customer Data Upon Termination.** For 30 days post-termination, Customer may retrieve or delete Customer Data, subject to standard egress and professional service fees. This right is void if prohibited by law or if it creates liability for MariaDB. The environment will be read-only; production use is prohibited. Afterward, MariaDB may permanently delete all Customer Data 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, 5.3 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 the Services or any component thereof publicly available. Payment obligations continue during any suspension.

7. General

7.1. **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.

7.2. **Amendments.** MariaDB may amend these Service-Specific Additional Terms and the Agreement by notifying Customer. Customer accepts amendments by continuing to use the Services after their effective date. MariaDB may modify the Services without materially reducing them during the current Term. This Agreement supersedes all prior agreements between the parties, including default Marketplace terms.

II. Remote Database Administrator (Remote DBA or RDBA) Additional Terms. The following terms apply to Remote DBA services: (a) *Scope:* MariaDB provides Remote DBA services as Support Services under the Support Policy; (b) *Data Protection and Security:* Any executed MariaDB Customer Data Processing Addendum (DPA) is incorporated; (c) *Customer Responsibilities:* Customer must provide timely database access and follow RDBA best practices and recommendations.

III. Professional Services Additional Terms. These terms apply to MariaDB professional services: (a) *Scope:* Professional services do not include Support Services or maintenance. (b) *Fees:* Unless the Order Form (or Statement of Work) states otherwise: (i) professional services are provided on a time and materials basis, with Fees estimated by work days; (ii) standard work days are 8 hours, Monday to Friday, excluding local holidays for MariaDB personnel; and (iii) services outside standard times may incur additional fees. MariaDB will invoice monthly for actual half-days (4-hour minimums) worked. Customer must pay invoices within 30 days of the invoice date. (c) *Expenses:* Unless the Order Form states otherwise, Customer must reimburse MariaDB for reasonable travel and out-of-pocket expenses (e.g., airfare, lodging, meals) related to professional services. (d) *Customer Responsibilities:* Customer must provide necessary resources, personnel, data, and access to its premises and systems. Before services begin, Customer must ensure a current, verified, restorable backup of its data, software, and systems exists. (e) *Scheduling:* MariaDB determines final schedules based on availability, but will use commercially reasonable efforts to accommodate Customer requests. (f) *Rescheduling:* Cancellations or changes with less than seven (7) business days' notice incur a one (1) day consulting fee at current rates, plus incurred travel costs. If Customer fails to schedule services within twelve (12) months of the Order Form effective date (except due to MariaDB's fault), MariaDB may terminate the Order Form and retain prepaid Fees. (g) *Usage Period:* Customer must use all work days within twelve (12) months of the Order Form effective date. Unused services expire but remain payable; future services require a new Order Form. (h) *Technical Account Manager (TAM) Services:* TAM services provide up to 4 hours of professional services per week, unless the Order Form states otherwise. Unused weekly hours do not roll over; they are forfeited but remain payable. MariaDB will try to reschedule hours missed due to holidays or MariaDB personnel illness. Order Forms containing TAM services automatically renew for those TAM services and any related Support Services under Section 3.1 of the Agreement.

IV. Basic Support Additional Terms. These terms apply to the Basic Support tier of Support Services ("**Basic Support**"): (a) *Eligibility Requirements*: The Customer is eligible for Basic Support only if it has: (i) 150 or fewer employees; and (ii) no active or prior subscriptions to any Product other than MariaDB Community Server. The Customer warrants its eligibility as of the Effective Date and must promptly notify MariaDB of any status changes. Misrepresentation or ineligibility is a material breach of the Agreement. MariaDB may verify eligibility at any time. (b) *Service Limitations*: Basic Support is limited to one DTC and is subject to the Support Policy limitations, including ticket quantity and severity levels. MariaDB need not respond to unauthorized tickets or tickets exceeding purchased limits, but may optionally offer 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 relevant MariaDB support script. MariaDB may delay its response and set the ticket status to "Waiting on Customer" until the Customer provides the report. (d) *Cancellation Policy*: The Customer may cancel the initial Basic Support purchase for a full refund within 24 hours of the transaction if no support tickets have been submitted. This right does not apply to renewals. (e) *Ongoing Eligibility*: Customer must continuously meet the Eligibility Requirements. If the Customer fails to comply, MariaDB may suspend Support Services or invoice the Customer for a compliant support tier upgrade for the remaining Term.

V. Trials, Evaluation, Beta Programs and Developer Access. (a) *Scope and License*: MariaDB may grant Customer a limited, non-exclusive, non-transferable, revocable license to use MariaDB products, services, or beta versions ("**Trial Materials**"). Customer may use Trial Materials solely to evaluate them for a purchase decision ("**Trial Purpose**") during the period MariaDB designates or until MariaDB revokes license or access ("**Trial Period**"). MariaDB reserves the right to modify Trial Materials, access parameters, restrictions, and limitations or delete Customer Data at any time without notice or liability. Upon request, Customer will provide Feedback on the Trial Materials. (b) *Restrictions*: Customer may use Trial Materials only for internal, non-commercial evaluation. Customer must not use them for: (i) production; (ii) development, unless expressly authorized in writing; or (iii) competitive analysis, if Customer is, or acts for, a competitor. (c) *Disclaimer and Liability*: DESPITE ANY CONTRARY TERMS IN THIS AGREEMENT, MARIADB PROVIDES TRIAL MATERIALS "AS IS" AND "AS AVAILABLE" WITHOUT SUPPORT, SLAS, WARRANTIES, OR INDEMNITIES. MARIADB DISCLAIMS ALL LIABILITY RELATED TO CUSTOMER'S USE OF THE TRIAL MATERIALS. (d) *End of Trial*: When the Trial Period expires or upon MariaDB's request, Customer must stop using and return or destroy all Trial Materials. If Customer uses Trial Materials beyond the Trial Period or Trial Purpose, MariaDB may invoice, and Customer must pay, the then-current Fees for the applicable Products and Services starting from the first day of unauthorized use.