MariaDB MaxScale License Terms

These MariaDB MaxScale License Terms ("**Terms**") apply to Customer's use of the MariaDB MaxScale software product version 25.01 and later versions ("**MaxScale**") and its associated Documentation. "**Documentation**" means written technical information pertaining to MaxScale and made available by MariaDB USA, Inc. or its affiliate ("**MariaDB**"). By using MaxScale, Customer agrees to these Terms. These Terms are in addition to, and supplement, the terms of the subscription agreement separately entered into between Customer and MariaDB (the "**Subscription Agreement**"). Except as set forth herein, capitalized terms will have the meanings set forth in the Subscription Agreement. MaxScale is "**Software**" as separately defined in the Subscription Agreement.

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

2. **License Restrictions**. Customer's use of MaxScale is limited solely to the use of MaxScale in combination with Software for which Customer has obtained Subscription Services directly from MariaDB or indirectly from a Partner.

Customer has no right, and agrees not to:

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

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

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

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

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

(g) use MaxScale after the expiration of the applicable Term, or

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

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Customer does not acquire any intellectual property or other rights in MaxScale or Documentation as a result of using MaxScale or Documentation except as specified in these Terms.

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

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

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

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

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