

MariaDB PROFESSIONAL SERVICES AGREEMENT

This services agreement is entered into between MariaDB Corporation Inc (“MariaDB”), MariaDB USA, Inc., a Delaware corporation, registered at 350 Bay Street, Suite 100-319, San Francisco, CA 94133, and the customer (the “Customer”) as detailed on the Order Form and establishes the terms and conditions pursuant to which the Customer wishes to obtain, and MariaDB wishes to provide, Services as defined herein.

Section 1. DEFINITIONS.

Capitalized terms defined either in this clause, or in the context in which they appear in the Agreement, will have the indicated meaning throughout the Agreement.

“**Agreement**” means this present services agreement, together with the Order Form to which it is attached or from which it is referenced and, if applicable, the Order Modification and/or the Statement of Work.

“**Customer**” means the single end user entity (such as an LLC, corporation, organization or government agency) identified on the Order Form, including internal divisions of that entity, but not any subsidiaries or other affiliates of the entity.

“**Effective Date**” means the date that MariaDB accepts the Services order described in the Order Form, whether this acceptance be by email, fax, or express mail.

“**Fees**” means the fees for the Services detailed in the Order Form and, if applicable, any Order Modification and Statement of Work.

“**Order Form**” means either: (a) the order form signed by the Customer which references this Agreement; or (b) the order form signed by both parties and attached as Attachment B; or (c) the order form submitted electronically on behalf of the Customer via the online store at www.mariadb.com.

“**Order Modification**” means the Services mentioned in an Order Form (or an Order Modification) that the parties have agreed to modify. Any changes in Services that result in modifications to the Statement of Work and/or Fees and/or Expenses must be set in an Order Modification executed by both parties.

“**Services**” means the consulting and/or training or other services described in the Order Form (and if applicable by the Order Modification and the Statement of Work) and provided to Customer by MariaDB.

“**Statement of Work**” means the description of the Services given in Attachment A or on a document that may be issued in order to add to, or if need be supersede, the Order Form and/or Order Modification, provided such document is executed by both parties and references this present Agreement.

“**MariaDB Website**” means the following website: www.mariadb.com.

Section 2. SERVICES.

The Services shall be provided according to a mutually agreed-upon schedule and location or locations. The standard 8-hour working day, Monday through Friday, is the normal working hours for carrying out the Services.

Customer shall cooperate with MariaDB in order to facilitate the latter’s performance of Services.

Client will provide MariaDB with resources, personnel, materials and data that MariaDB may need or require

to perform the Services. If the Services are to be carried out in the Customer's premises Customer shall provide MariaDB with reasonable access to said premises.

It is Customer's sole responsibility to protect and keep an up-to-date recoverable backup of its database(s), files, and software.

Standard maintenance and support services do not cover any customized software or new development created under this Agreement. If available, maintenance and support may be addressed under a separate services agreement.

Section 3. TERM & TERMINATION.

Unless earlier terminated in accordance with this Section 3, the term of this Agreement shall commence on the Effective Date and continue until completion of the Services.

Either party may terminate this Agreement in the event that the other party fails to cure a material breach hereof within twenty (20) days after receipt of written notice thereof.

MariaDB may terminate this Agreement if the Customer has not arranged for the Services to be carried out within one (1) year of the Effective Date through no fault of MariaDB, in which case any prepaid Fees shall not be reimbursed.

In the event either party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action so declared, the other party shall have the right to terminate this Agreement immediately. Except as set forth in Sections 3 to 11, which shall survive termination, upon termination of this Agreement, all rights and duties of the parties under this Agreement shall expire.

Section 4. FEES, EXPENSES AND PAYMENTS.

Fees for the Services are due by Customer to MariaDB on the Effective Date or on the dates specified on the payment schedule of the Order Form.

They are fixed taking into account the normal working week referred to in Section 2 herein; if the Customer wishes other working schedules, MariaDB will quote alternative fees.

Customer shall owe MariaDB all actual and reasonable expenses (the "Expenses") incurred by MariaDB to provide the Services such as, without limitation: lodging, transportation, meals, shipping expenses. Fees do not include Expenses unless expressly stated in the Order Form, the Order Modification or the Statement of Work.

Fees and Expenses shall be paid thirty (30) days MariaDB's date of invoice. Customer shall not be entitled to offset any payment.

Any payment not made when due shall accrue late payment fees at the rate of 1.5% per month or the highest amount allowable by law, whichever is lower, such interest to accrue on a daily basis after as well as before any judgment relating to collection of the amount due. Late fees shall not constitute an election of, or MariaDB's exclusive, remedy.

Late payment shall entitle MariaDB to terminate this Services Agreement for cause, immediately. Customer agrees to pay any and all legal fees, collection fees or other expenses incurred by MariaDB due to Customer's failure to pay any amounts due.

Fees shall be payable in immediately available funds, in the same currency in which the Fees are quoted on the Order Form.

Fees and Expenses are exclusive of local, state, federal and international sales, value added, excise, withholding and other taxes and duties of any kind. Customer shall be responsible for, and agrees to pay, any and all taxes and duties arising out of or in connection with this Agreement, other than taxes levied or imposed based upon MariaDB's net income. If MariaDB has the legal obligation to pay or collect such taxes, Customer shall pay the appropriate amount directly to MariaDB.

Section 5. PROPRIETARY RIGHTS.

Any result of MariaDB's Services, or the findings, analyses, programs, tools, applications, interfaces, enhancements, software, works, and other technical information, collectively defined as the "Product", created by MariaDB pursuant to performing the Services is the property of MariaDB. Without paying further fees, Customer will nonetheless have a non-exclusive, non transferable license for the Product.

Section 6. WARRANTIES.

MariaDB represents and warrants that it has the necessary experience, knowledge, skill and resources to carry out its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices.

Except as expressly set forth in this section 6, to the extent permitted by applicable law, MariaDB makes no representations or warranties whatsoever in connection with the services or any work product provided under or in connection with this agreement, all of which are provided on an "AS IS" basis, and MariaDB expressly disclaims, and Customer expressly waives, all warranties, whether express or implied, including (without limitation) warranties of merchantability, fitness for a particular purpose, non-infringement, system integration, and accuracy of informational content. without limiting the generality of the foregoing disclaimer: (a) MariaDB does not warrant results or warrant that any support, supported software, other services or work product will be free from errors, defects or bugs.

Section 7. LIMITATION OF LIABILITY.

Notwithstanding anything else herein or otherwise, to the extent permitted by applicable law, neither MariaDB Inc., MariaDB Corporation Ab nor any of their affiliates, licensors, contractors or suppliers, shall be liable or obligated with respect to the Support or other services under any contract, negligence, strict liability or other legal or equitable theory (i) for any amounts in excess of the aggregate of the fees paid to such entity hereunder with respect to the applicable services during the twelve month period prior to the time the cause of action arose; (ii) for any cost of procurement of substitute goods, technology, services or rights; (iii) for any indirect, incidental, special, consequential, exemplary or punitive damages; (iv) for interruption of use or loss or corruption of data, loss of profit or revenue, or business interruption, or other loss arising from the Support or other services; or (v) for any matter beyond its reasonable control. The Support and other services are not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance where the failure of the product could lead directly to death, personal injury, or significant physical or environmental damage, such as in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the U.S. Federal Food, Drug, and Cosmetic Act. The parties agree that this section 7 represents a reasonable allocation of risk and that MariaDB would not proceed in the absence of such allocation. Customer acknowledges that it is Customer's sole responsibility at all times,

including specifically during all Support performed by MariaDB, to protect and maintain an up-to-date and restorable backup of any and all Customer data, databases, files, utilities, software and other systems of Customer.

Section 8. CONFIDENTIALITY.

8.1 Definition. “Confidential Information” is any information disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with Support or other services, and clearly marked as confidential or identified in writing to the Receiving Party as confidential at the time of disclosure.

8.2 Obligations. The Receiving Party shall: (a) not disclose Confidential Information to any third party without Disclosing Party’s prior consent; and (b) not use or reproduce Confidential Information except as required to accomplish the purpose discussed. However, MariaDB may disclose Confidential Information to employees or contractors with a need to know or who have access to MariaDB’s internal web-based systems and tools. Customer acknowledges that MariaDB may store Confidential Information from Customer on MariaDB’s own servers and systems, which may be located in multiple nations. The provisions of this Section shall survive for one (1) year after expiration or termination of the Agreement.

8.3 Exclusions. A Receiving Party shall have no obligation concerning information that: (a) is generally known to the public except as a result of acts by the Receiving Party; (b) is independently developed by the Receiving Party; (c) is disclosed to Receiving Party by a third party with no duty of confidentiality to the Disclosing Party; or (d) is required to be disclosed by lawful process, provided that the Receiving Party provides the Disclosing Party with timely notice to enable the Disclosing Party to seek a protective order or otherwise object. The terms of this Section 9 shall not be construed to limit either party’s right to independently develop or acquire products or services without use of the other party’s Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently, or in the future, be developing information internally, or receiving information from other parties, that is similar to the Confidential Information, and/or working with a competitor of the other party; either Receiving Party is free to do so, provided that it maintains the confidentiality of the Confidential Information of the Disclosing Party.

8.4 Ownership. All Confidential Information shall remain the property of the Disclosing Party and shall be returned (or, at the Disclosing Party’s option, destroyed) within ten (10) business days upon written request. However, the parties acknowledge that copies of Confidential Information deleted from a Receiving Party’s systems may remain in a backup file until such system is overwritten. Except to the extent of any copyright license described in Section 5.1, no rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement.

8.5 Equitable Remedies. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that each party may, without waiving any other rights or remedies, seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

Section 9. NON-SOLICITATION

Customer agrees that it shall not, at any time during the term of this Agreement and for a period of six months after the termination of this Agreement, whether for its own account or for the account of others, solicit for employment, hire or otherwise engage any of the employees or independent contractors of MariaDB. Notwithstanding the foregoing, nothing in this Agreement shall prevent Customer from hiring any person who responds to a general solicitation not personally directed to such person. In the event Customer hires or engages an employee or contractor of MariaDB in violation of this Section 10, MariaDB shall be entitled to collect liquidated damages from Customer for breach to compensate MariaDB for locating, recruiting, hiring and training a replacement person. MariaDB’s liquidated damages shall be a sum equal to

two times the gross annual compensation of the person Customer wrongfully hired or engaged. Gross annual compensation means twelve times the subject employee or contractor's last full month's compensation from MariaDB including bonuses and benefits. The parties agree and acknowledge that this amount is a reasonable, liquidated amount and not a penalty.

Section 10. MISCELLANEOUS

10.1 Interpretation. The headings used in this Agreement are for convenience only and shall in no case be considered in construing this Agreement. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

10.2 Assignment. Subject to the following, all of the terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties. Customer shall not assign this Agreement or any of its rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of MariaDB. Any attempt by Customer to assign this Agreement without MariaDB's prior written consent shall be null and void. There are no intended third party beneficiaries of this Agreement.

10.3 No Waiver; Limitations. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. To the extent permitted by applicable law, no action, regardless of form, arising out of this Agreement may be brought by Customer more than one (1) year after the cause of action has accrued.

10.4 Governing Law. This Agreement shall be governed in all respects (without regard to any conflict of laws provisions) by the laws of the United States of America and the State of Delaware as such laws are applied to agreements entered into and to be performed entirely within the State of Delaware between residents of Delaware. To the extent exclusion is permissible, the terms of the United Nations Convention on the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose laws govern this Agreement. If Customer is located in Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement be drafted in English. Les parties contractantes confirment qu'elles ont exigé que le présent contrat et tous les documents associés soient rédigés en anglais.

10.5 Dispute Resolution.

10.5.1 Arbitration In General. Any claim, whether based on contract, tort or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out of or relating to this Agreement, including the interpretation, performance, breach or termination thereof, shall be exclusively and finally resolved by arbitration. The arbitration shall be conducted in the English language by a single arbitrator, and every person named on all lists of potential arbitrators, shall be a neutral and impartial lawyer with excellent academic and professional credentials (i) who has practiced law for at least ten (10) years, with experience in the field of software development and distribution and intellectual property law, and (ii) who has had experience, and is generally available to serve, as an arbitrator. The arbitrator shall be bound by the provisions of this Agreement and base the decision on applicable law and judicial precedent, shall include in such decision the findings of fact and conclusions of law upon which the decision is based, and shall not grant any remedy or relief that a court could not grant under applicable law. The arbitrator's decision shall be final and binding upon the parties, and shall not be subject to appeal. Notwithstanding the foregoing, either party may enforce any judgment rendered by the arbitrator in any court of competent jurisdiction. In addition, the arbitrator shall have the right to issue equitable relief, including (without limitation) preliminary injunctive

relief. Notwithstanding the foregoing, MariaDB shall be entitled to seek injunctive relief in any court of competent jurisdiction, at its discretion.

10.5.2 Arbitration for Customers in USA & Canada. Arbitration shall be conducted in Wilmington, Delaware, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

10.5.3 Attorneys Fees. For the purposes of any arbitration or court action between the parties relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10.6 Consent and Notices. Unless otherwise expressly indicated, any consent or authorization required under this Agreement shall be at the sole discretion of the party from whom such consent is required. Notice shall be deemed to have been received by a party, and shall be effective on the day received. All breach-related notices permitted or required under this Agreement shall be in writing and shall be delivered by recognized postal or courier services who provide delivery confirmation to the other party's address set forth on the Order Form, or such other address as the parties may subsequently provide in writing. All other notices may be sent by email with notice deemed given upon acknowledgment of receipt by a reply email.

10.7 Export Law Assurances. Customer acknowledges that software code delivered in connection with this Agreement may be subject to export and import control laws, and agrees to comply fully with those laws in connection therewith. Customer agrees that such code is not being, or will not be, acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor will it be used for: nuclear activities, chemical or biological weapons, or missile projects unless authorized by the U.S. government. Customer hereby certifies that it is not prohibited by the U.S. government from participating in export or re-export transactions.

10.8 U.S. Government Restricted Rights. If software code is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-Department of Defense acquisitions), the government's rights in such code and any documentation, including its rights to use, modify, reproduce, release, perform, display or disclose such code or documentation, will be subject in all respects to the license rights and restrictions provided in this Agreement.

10.9 External Communication. Notwithstanding the foregoing, nothing in this Agreement shall prevent the parties from agreeing to jointly or independently promote the work externally for technical, publicity or other reasons.

10.10 Independent Contractors. The parties enter into this Agreement as, and shall remain, independent contractors with respect to one another. Nothing in this Agreement shall create a partnership, joint venture, agency, franchise, or employment relationship between the parties.

10.11 Force Majeure. MariaDB shall not be liable to Customer by reason of any failure in performance of this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of Customer, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism, war, or any other causes beyond the reasonable control of MariaDB.

10.12 Entire Agreement. This Agreement, together with the Order Form and Support Policies, comprises the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior and contemporaneous proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may be amended or modified only in a writing executed by both parties. This Agreement may be executed in counterparts, both

of which taken together shall constitute one single Agreement between the parties. This Agreement may be executed via facsimile, and a facsimile copy of either party's signature shall be deemed and be enforceable as an original thereof. All Customer documents, whether signed or unsigned, including purchase orders, shall not be given any effect which is inconsistent with this Agreement unless this provision is specifically referred to and waived by MariaDB in writing. A party's acceptance of any such document shall not be construed as an acceptance of provisions which are in any way in conflict or inconsistent with, or in addition to, this Agreement, unless such terms are separately and specifically accepted in writing by an authorized officer of each of the parties.