



Xpand License Terms

These License Terms (“**Terms**”) apply to your use of the MariaDB Xpand software product (the “**Software Product**”) and its associated Documentation. “**Documentation**” means written technical information pertaining to the Software Product and made available by MariaDB Corporation Ab or an Affiliate thereof (“**MariaDB**”). By your use of the Software Product, you agree to these Terms. These Terms are in addition to, and supplement, the terms of the subscription agreement separately entered into between you and MariaDB (the “**Subscription Agreement**”). Except as set forth herein, capitalized terms shall have the meanings set forth in the Subscription Agreement. The Software Product shall be considered part of the Software as defined in the Subscription Agreement.

1. License. Subject to your payment of the applicable annual subscription fees for the Software Product as set forth in an Order Form, MariaDB grants to you a limited, nonexclusive and nontransferable license to use the Software Product and Documentation for your internal business purposes. Your use of the Software Product is limited to (i) the duration of your Subscription Agreement, (ii) solely as connected to the MariaDB Server software for which you have obtained a support subscription pursuant to the Subscription Agreement, and (iii) solely with any specific Software set forth in in the Subscription Agreement. MariaDB retains all right, title, interest and ownership of the Software and Documentation. You have no right, and agree not to: (i) transfer, assign, redistribute, lease, lend or sublicense your license rights to any other person or entity or use the Software Product with any copies of the MariaDB Server for which you have not obtained a support subscription pursuant to a Subscription Agreement, and you acknowledge that any attempted transfer, assignment, redistribution, sublicense or use shall be void; (ii) publish any results of benchmark tests run on the Software Product; (iii) use or permit the Software Product to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of MariaDB; or (iv) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software Product, or any updates or any part thereof.

2. Proprietary Notices. You agree to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software Product in the same form and manner that such copyright and other proprietary notices are included on the Software Product.

3. Term and Termination. These Terms will remain effective until during the Term of the Subscription Agreement. Your rights under these Terms will terminate immediately if you fail to comply with any provision of these Terms and fail to cure such non-compliance within ten (10) days following written notice thereof. Upon termination or expiration of these Terms, your license rights to the Software Product will convert to the version of the Business Source License applicable to the Software Product. All limitations of liability and disclaimers and restrictions of warranty shall survive termination of these Terms.

4. Your Records. You hereby grant to MariaDB and its designated accountants the audit rights set forth in the Subscription Agreement to verify your compliance with these Terms.

5. Export, Re-Export, Transfer and Use Controls. The Software Product and Documentation are subject to export controls under the laws and regulations of the United States (“**U.S.**”) and any other applicable countries' laws and regulations. You agree to comply with any and all such laws and regulations governing export, re-export, import, transfer and use of the Software Product and Documentation and will obtain all required U.S. and local authorizations, permits, or licenses. You and MariaDB each agree to provide each other with information, support documents, and assistance as may reasonably be required in connection with securing authorizations or licenses.

6. Disclaimer of Warranty. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY

EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY MARIADB, ITS SUPPLIERS AND LICENSORS.

7. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY SET FORTH IN THESE TERMS OR THE SUBSCRIPTION AGREEMENT, THE TOTAL LIABILITY OF MARIADB, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, RELATED TO THE USE OF THE SOFTWARE PRODUCT SHALL NOT EXCEED THE PRICE PAID BY YOU TO MARIADB RELATED TO THE SOFTWARE PRODUCT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME THE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). IN NO EVENT WILL MARIADB, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

You acknowledge and agree that MariaDB has set its prices and entered into these Terms in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

8. Controlling Law, Jurisdiction. These Terms are governed by and construed under the laws identified in the Subscription Agreement. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

9. Miscellaneous. If any portion hereof is found to be void or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. Except as expressly provided herein, these Terms constitute the entire agreement between the parties with respect to the license of the Software Product and Documentation and supersede any conflicting or additional terms contained in the Subscription Agreement or elsewhere, all of which terms are excluded during the Term of the Subscription Agreement. These Terms have been written in the English language, and the parties agree that the English version will govern.