

## EnterpriseDB License, Support and Services Agreement

### IMPORTANT - READ CAREFULLY

*This EnterpriseDB License, Support and Services Agreement ("Agreement") is a legal document between you ("Customer") and EnterpriseDB Corporation ("EnterpriseDB"). It is important that you read this document before using the EnterpriseDB-provided software ("Software"), Services or Support. By clicking the "I ACCEPT" button, or by installing, or otherwise using the Software, Services or Support, Customer agrees to be bound by the terms of this Agreement, including, without limitation, the warranty disclaimers, limitations of liability and termination provisions below. Customer agrees that this Agreement is enforceable like any written agreement negotiated and signed by Customer. If Customer does not agree with the terms and conditions of this Agreement, Customer is not licensed to use the Software and Customer must destroy any downloaded copies of the Software in its possession or control and/or cease all use of the Support and/or Services, as applicable. This Agreement will not apply if Customer has a signed license agreement with EnterpriseDB for the Software. This Agreement is effective ("Effective Date") as of the earlier of the date the order form ("Order Form") incorporating this Agreement is signed by both parties or Customer receives the Software, Services or Support as applicable.*

*1. Scope of License. Subject to the terms and conditions of this Agreement, EnterpriseDB grants to Customer a non-exclusive, non-transferable right: (i) to install the Software on the number of physical CPU Sockets, virtual Cores ("vCores") or Cluster Nodes assigned on the applicable Order Form, for which Customer has purchased valid subscriptions for Postgres Plus Standard Edition ("SE") or Postgres Plus Enterprise Edition ("EE") and (ii) to use the Software for Customer's internal business operations ("Authorized Use") during the time that Customer is current in the payment of the applicable subscription fees, in accordance with the subscription entitlements described in Schedule A ("Subscription Entitlements to EnterpriseDB Software"). "Socket" means an integrated circuit with one or more central processing units. An integrated circuit with more than one central processing unit core will be considered a single CPU Socket for the purposes of this Agreement. vCores means the number of virtual cores or processors assigned to the virtual operating system environment or virtual machine (VM) where the Software is installed or running. "Cluster Node" means a self-contained or virtual computer that communicates with other computers over a virtual or physical network to perform a common task.*

*2. License Restrictions. Customer agrees not to: (a) copy or use the Software in any manner except as expressly permitted in this Agreement; (b) transfer, sell, rent, lease,*

*distribute, or sublicense the Software; (c) use the Software for providing time-sharing services, service bureau services or as part of an application services provider or software as a service offering; (d) reverse engineer, disassemble, decompile the Software; (e) alter or remove any proprietary notices in the Software; (f) make available to any third party any analysis of the results of operation of the Software, including benchmarking results, without the prior written consent of EnterpriseDB. Customer may make one additional copy of the Software for backup or archival purposes provided that the Authorized Use is not exceeded. If Customer would like to change the level of Authorized Use, Customer will need to enter into the appropriate EnterpriseDB license and pay the applicable fees.*

*3. Support. EnterpriseDB will provide Support as set forth in Schedule B ("Support Terms") for the applicable quantity of Sockets, vCores or Cluster Nodes of the software ("Software") listed on an Order Form entered into by the parties. Customer acknowledges that in order for EnterpriseDB to provide the Support, Customer may be required to license and install certain third party software and provide certain third party hardware that are not provided or licensed by EnterpriseDB ("Third Party Products"). EnterpriseDB may provide Customer with links and instructions for obtaining Third Party Products, but it is Customer's responsibility to properly license and install any required Third Party Products from the relevant third party providers. EnterpriseDB will have no liability with respect to any Third Party Products.*

*4. Professional Services. EnterpriseDB will provide professional services ("Services") and deliverables ("Deliverables") to Customer as outlined in a Statement of Work ("SOW"). Each SOW will become binding when signed by both parties and will be governed by the terms and conditions of this Agreement. Each party will appoint a project manager ("Project Manager") in each SOW with reasonable decision-making authority as well as other personnel in order to facilitate the fulfillment of the parties' obligations under the applicable SOW. Unless otherwise stated in an applicable SOW, all Services will be accepted upon delivery. If Customer cancels on-site services or on-site training events with less than two (2) weeks notice, Customer will be charged for the originally scheduled services plus any non-reimbursable travel expenses. Rescheduling on-site services or on-site training events with less than 2 weeks notice will result in charges for: a) the originally scheduled services or training, plus b) any non-reimbursable travel expenses, plus c) the newly scheduled services or training. The same cancellation or rescheduling policy applies for Remote services or training but with not less than one (1) week notice.*

*5. Open Source Programs. The Software may be distributed with open source software programs ("Open Source Programs") as described in the licenses directory of the*

*Software. These open source programs are distributed under open source licenses and not this Agreement.*

*6. Payment Terms. Customer agrees to pay EnterpriseDB the fees set forth in the applicable Order Form. Unless an Order Form states otherwise, Customer will pay all invoices within thirty (30) days from receipt of invoice. Customer will be responsible for reimbursement of EnterpriseDB's out-of-pocket expenses incurred in performing its duties under any Order Form, including, but not limited to, expenses for travel, lodging, and similar items. Customer will reimburse EnterpriseDB's expenses no later than thirty (30) days after the date of EnterpriseDB's invoice. All fees are exclusive of any Taxes. Customer will pay to EnterpriseDB an amount equal to any Taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value-added taxes, which are paid by or are payable by EnterpriseDB. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed, including, without limitation, any fine, penalty, surcharge or interest, but excluding any taxes based solely on the net income of EnterpriseDB. If Customer is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to EnterpriseDB, then the sum payable to EnterpriseDB will be increased by the amount necessary so that EnterpriseDB receives an amount equal to the sum it would have received had Customer made no withholdings or deductions. Fees are non-refundable upon payment. If Customer does not pay invoices when due, EnterpriseDB may charge interest at up to one percent (1%) per month on the unpaid balance. If Customer fails to make any payment to EnterpriseDB when due, EnterpriseDB may, at its sole discretion and without affecting its rights under this Agreement, cancel or suspend work on any pending Order Forms.*

*7. Confidential Information. Customer and EnterpriseDB agree to maintain the confidentiality of any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information") during the term of this Agreement and for a period of two (2) years after the termination of this Agreement; provided that to the extent the Confidential Information constitutes a trade secret(s) under law, the parties agree to protect such information for so long as it qualifies as a trade secret under applicable law. This section will not apply to: (i) any information that was in the public domain at or subsequent to the time such Confidential Information was communicated to the receiving party by the other party, (ii) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated by the other party, and (iii) was developed by*

*the receiving party or its employees, contractors or agents independently of and without reference to any Confidential Information. A disclosure of any Confidential Information: (x) in response to a valid order by a court or other governmental body or (y) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the receiving party will provide prompt advance written notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent such disclosure. The receiving party of any Confidential Information of the other party agrees not to use said Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party will protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own confidential information and in no event less than reasonable care. The receiving party shall not make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The receiving party is liable for all acts and omissions of its employees and consultants that such act or omission would be a breach of this Agreement if it had been done by the receiving party. Each party agrees to notify the other party in writing promptly upon discovery of any unauthorized access, disclosure, or use of the Confidential Information. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of any Confidential Information and that the other party may seek, without waiving any other rights or remedies and without posting any bond, injunctive or equitable relief.*

*8. Ownership. EnterpriseDB and its licensors retain all right, title and interest in and to the Software and any modifications and enhancements to the Software and all upgrades, including all intellectual property rights that are not expressly granted in this Agreement. EnterpriseDB shall own all right, title and interest in and to all Deliverables, and EnterpriseDB hereby grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. EnterpriseDB will have the sole right to use and/or to apply for patents, copyrights or other statutory or common law protections for any Deliverable. Customer agrees that nothing in this Agreement will be deemed to prohibit or limit EnterpriseDB's use, now or at any time, of ideas, concepts, know-how, methods, techniques, skill, knowledge and experience, in any way whatsoever that are used or developed in the performance of Support or Services under this Agreement, any SOW or any Order Form, subject to EnterpriseDB's obligations with respect to Customer's Confidential Information. Further, Customer agrees that should EnterpriseDB perform Support or Services on*

*products licensed by EnterpriseDB or used by EnterpriseDB to provide Support or Services, then EnterpriseDB retains, and Customer hereby assigns, all right, title, and interest in and to all modifications, enhancements, customizations, source code, acquired or developed during the performance of the Support or Services under this Agreement, any SOW or any Order Form.*

*9. Verification. Customer acknowledges that the Software includes functionality that notifies Customer of the availability of updates and collects and reports certain information about the use of the Software to EnterpriseDB. Customer agrees to audit and verify its use of the Software and submit the results in a format specified by EnterpriseDB using tools or assistance provided by EnterpriseDB. Customer shall submit annual audits commencing one (1) year after the effective date of the applicable Order Form. Customer agrees to cooperate with EnterpriseDB in completing the audits and provide reasonable assistance and access to information. Any such audits shall not unreasonably interfere with Customer's normal business operations. Customer further agrees to notify EnterpriseDB when use of the Software results in non-compliance of Customer's subscription rights. Customer agrees to pay within thirty (30) days of written notification any fees applicable to Customer's continuing use of the Software in excess of Customer's subscription rights or Customer shall submit in writing confirmation that all non-compliant Software was uninstalled. The audits shall include all Software specified in all Order Forms executed by Customer. Customer agrees that EnterpriseDB shall not be responsible for any costs incurred in cooperating with the verification audit. For SE and EE auditing purposes, the number of required subscriptions for use under this Agreement shall be equal to the total of: (i) all the Sockets present where the Software is installed or running, (ii) all the vCores assigned to the virtual operating system environment(s) where the Software is installed or running, and (iii) in public virtualized service environments, all the vCores or vCPUs assigned to the virtual machine where the Software is installed or running. For auditing purposes in virtualized environments where it is not clear how many vCores or vCPUs are assigned to the virtual machine on which the Software is installed or running or the number of vCores or vCPUs assigned changes over time or due to changes in workload, a separate license agreement must be executed. For EDB Failover Manager and EDB xDB Replication Server in Multi-master configurations auditing purposes, the number of required subscriptions for use under this Agreement shall be equal to the total of all Cluster Nodes where the Software is installed or running. Customer will provide EnterpriseDB with documentation concerning its use of the Software within thirty (30) days after written request. In addition, upon at least thirty (30) days prior written notice, EnterpriseDB or its designated agent may inspect and review Customer's facilities and records in order to verify Customer's compliance with this Agreement.*

10. *Indemnification. If a claim is brought against Customer during the time Customer has purchased a Premium Subscription for the Software claiming that Software licensed by EnterpriseDB to Customer under this Agreement infringes any U.S. intellectual property right of any third party ("Claim"): (a) EnterpriseDB will defend the Claim; (b) if Customer's use of the Software hereunder is enjoined due to the type of claim specified in this section, then EnterpriseDB will, at its sole option and expense: (i) procure for Customer the right to continue using the Software under the terms of this Agreement; (ii) replace or modify the Software so that it is non-infringing; or (iii) replace the infringing components with non-infringing components; and (c) if the Software is found to infringe any valid intellectual property right of a third party and any damages are awarded as a result of such infringement, EnterpriseDB will pay such damages up to the amount paid under this Agreement during the twelve (12) month period preceding the date of the Claim. EnterpriseDB's obligations under this Section 10 are contingent upon: (a) Customer giving prompt written notice to EnterpriseDB of any such claim; (b) Customer allowing EnterpriseDB to control the defense and any related settlement of any such claim; and (c) Customer furnishing EnterpriseDB with reasonable assistance in the defense of any such claim. EnterpriseDB will have no obligation to indemnify Customer with respect to any claims relating to Open Source Programs. The foregoing indemnity obligations will not apply to claims arising from: the combination of the Software with products or services not provided by EnterpriseDB; the modification of the Software pursuant to specifications of Client; the modification of the Software other than as directed by EnterpriseDB; or use of the Software in a manner not permitted or contemplated hereunder.*

11. *Warranties and Disclaimer. EnterpriseDB represents and warrants that the Support and Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar circumstances by personnel with requisite skills, qualifications and licenses needed to carry out such work. For any breach of this warranty, Customer's sole and exclusive remedy, and EnterpriseDB's sole and exclusive obligation, will be for EnterpriseDB to use commercially reasonable efforts to correct the defective work, within a reasonable time, so as to comply with generally accepted industry standards. Any claim based on the breach of the foregoing warranty must be submitted in writing within ten (10) days from the date of delivery of the Support or Services as applicable.*

**EXCEPT AS PROVIDED IN THIS SECTION 11, ENTERPRISEDB PROVIDES THE SOFTWARE, SERVICES AND SUPPORT TO CUSTOMER "AS IS" AND ENTERPRISEDB DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR**

*PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.*

*12. Limitations of Liability. Notwithstanding any other clause in this Agreement, in no event will EnterpriseDB be liable for any special, indirect, incidental, punitive, exemplary or consequential damages (including, without limitation, any failure to realize savings or other benefits; any loss of use; or any claims made by or any payments made to any third person), any loss of revenue or profits, any loss and/or damage arising from or in connection with a virus, or any loss of data and/or damage arising there from or relating thereto, in each case arising from or in connection with this Agreement or the use or performance of any Software whether in an action based on contract, tort or any other legal theory, whether or not EnterpriseDB has been notified of the possibility thereof. Notwithstanding any other clause in this Agreement, EnterpriseDB's total aggregate liability and Customer's sole remedy for any damages arising from or in connection with this Agreement or the use or performance of any Software, Support or Services whether in actions based on contract, tort or any other legal theory, and whether or not EnterpriseDB has been notified of the possibility thereof, will be limited to proven direct damages caused by EnterpriseDB's sole negligence in an amount not to exceed the amount paid under this Agreement during the twelve (12) month period preceding the date of the claim. The foregoing limitations, exclusions and disclaimers are an allocation of the risk between the parties and will apply to the maximum extent permitted by applicable law, even if any remedy fails in its essential purpose.*

*13. Government Rights. The Software under this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a) (1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.*

*14. Term and Termination. This Agreement is effective as of the Effective Date and unless as otherwise set forth in an Order Form, this Agreement will continue unless terminated earlier as set forth in this Section. Either party may terminate this Agreement by giving written notice to the other, in the event the other party (i) ceases to do business in the ordinary course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency, which proceeding, if involuntary, is not*

*dismissed within sixty (60) days, (iv) makes an assignment for the benefit of its creditors, or (v) materially breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach given by the non-breaching party. In the event of a termination of this Agreement, Customer must de-install all Software licensed from EnterpriseDB and cease all use of such Software. Sections 2 and 6-15 will survive the expiration or termination of this Agreement. In addition, Customer will pay EnterpriseDB all monies that become due prior to the date of termination.*

## *15. Miscellaneous.*

*15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer to place orders or otherwise effect transactions hereunder. This Agreement supersedes all prior or contemporaneous discussions, proposals and agreements between the parties relating to the subject matter of this Agreement. No amendment, modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. Customer purchase orders will be for the sole purpose of defining quantities, prices and describing the Software, Support and Services to be provided under this Agreement, and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected.*

*15.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable provided, however, that if Sections 11 and 12 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety.*

*15.3 Force Majeure. Neither party will be liable or deemed to be in breach for any delay or failure in performance of this Agreement (except for the payment of money) or interruption of services resulting directly or indirectly from acts of God, civil or military authority, war, riots, civil disturbances, accidents, fire, earthquake, floods, strikes, lock-outs, labor disturbances, foreign or governmental order, or any other cause beyond the reasonable control of such party.*

*15.4 Governing Law and Venue. This Agreement will be governed by the laws of New York without regard for its choice of law provisions. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal*

*courts of New York, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.*

*15.5 Export Regulations. Customer will comply fully with all export control laws and regulations of the United States and all other jurisdictions. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) any embargoed or terrorist-supporting country; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the U.S. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.*

*15.6 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that no consent will be necessary if this Agreement is being assigned by a party to an acquirer of all or substantially all of the party's assets (or the assets of the party's applicable business unit), whether by merger, sale or exchange of stock, sale of assets or otherwise and in this case, the party may assign this Agreement by providing written notice to the other party.*

*15.7 Marketing. EnterpriseDB may use Customer's name and company logo on its customer list and web site, and link to Customer's web site.*

*15.8 Independent Contractor. The relationship of the parties is that of independent contractors. Neither party will be deemed to be the legal representative of the other nor will it have any right to bind the other party to any contract or commitment. This Agreement does not, and will not, be construed to create an employer-employee, agency, joint venture or partnership relationship between the parties. Each party agrees to assume complete responsibility for its own employees regarding federal or state laws, including employers' liability and tax withholding, worker's compensation, social security, unemployment insurance, and OSHA requirements.*

*15.9 Notice. All notices and other communications herein permitted or required under this Agreement will be sent by postage prepaid, via registered or certified mail or overnight*

*courier, return receipt requested, or delivered personally to the parties at their respective addresses, or to such other address as either party will give to the other party in the manner provided herein for giving notice. Notice will be considered given upon receipt.*

*15.10 Non-solicitation. Neither party may hire, or directly or indirectly solicit or employ, any employee or contractor of the other party during the term of this Agreement and for two (2) years after the termination of this Agreement; provided, however, that nothing contained herein will prevent a party from hiring any such employee or contractor who responds to a general hiring program conducted in the ordinary course of business or who approaches such party on a wholly unsolicited basis.*

## *Schedule A*

### *Subscription Entitlements to EnterpriseDB Software*

*1. Postgres Plus Enterprise Edition subscription. In addition to Support, purchase of a Postgres Plus Enterprise Edition subscription entitles the Customer to use of the following Software:*

- 1. Postgres Plus Advanced Server.*
- 2. EDB Postgres Enterprise Manager (PEM). PEM includes use of the SQL Profiler.*
- 3. EDB SQL/Protect.*
- 4. EDB Update Monitor.*
- 5. EDB Migration Toolkit.*
- 6. EDB xDB Replication Server in single-master or multi-master configurations.*
- 7. EDB Failover Manager.*

*2. Postgres Plus Standard Edition subscription. In addition to Support for the applicable number of Sockets, vCores, or Cluster Nodes of PostgreSQL indicated on the Order Form, purchase of a Postgres Plus Standard Edition subscription entitles the Customer to use of the following Software:*

- 1. EDB Postgres Enterprise Manager. PEM includes use of the SQL Profiler.*
- 2. EDB SQL/Protect.*
- 3. EDB Update Monitor.*
- 4. EDB Migration Toolkit.*
- 5. EDB xDB Replication Server in single-master configurations only.*
- 6. EDB xDB Replication Server Multi-master configurations use is only permitted provided Customer has: (a) purchased the EDB xDB Replication Server Multi-master Option, and (b) has a valid Postgres Plus Standard Edition subscription(s) for a total number of Sockets and / or vCores not less than the*

*number of Sockets and / or vCores in use on the cluster nodes for which EDB xDB Replication Server in Multi-master configurations is being purchased.*

- 7. EDB Failover Manager use is only permitted provided Customer has: (a) purchased the EDB Failover Manager Option and (b) has a valid Postgres Plus Standard Edition subscription(s) for a total number of Sockets and/or vCores not less than the number of Sockets and/or vCores in use on the cluster nodes for which EDB Failover Manager is being purchased (excluding the Witness Node).*

*3. Postgres Developer Edition subscription. Customer is entitled to install Postgres Plus Advanced Server and/or PostgreSQL and receive application development feedback and advice for non-production systems only for the applicable number of persons specified on the Order Form. Customer is further entitled to install and use Postgres Plus Advanced Server under the terms of the EnterpriseDB Limited Use License for the duration of the Developer subscription term.*

*4. SQL Profiler. For Customers who have paid the applicable subscription fees for the right to use PEM and subject to the terms and conditions of this Agreement, EnterpriseDB grants to such Customer a non-exclusive, non-transferable, limited right to use the source code of the SQL Profiler Plugin for Customer's internal business operations consistent with the Authorized Use; provided that in addition to any other license restrictions set forth in this Agreement: (i) such source code may not be redistributed under any circumstances; (ii) such source code must not be modified in any way except under direct written instruction from an EnterpriseDB representative; (iii) such source code must be destroyed along with any compiled binaries in the event that the subscription for PEM expires; (iv) such source code and any binaries compiled from it may only be used as part of PEM or any other EnterpriseDB product for monitoring; and (v) the APIs it provides must not be used either directly or indirectly by any third party tools without the express written consent of EnterpriseDB. Support is provided for the SQL Profiler as part of this subscription.*

## *Schedule B*

### *Support Terms*

*1. Support. EnterpriseDB will use reasonable commercial efforts to respond to the Support Request from the Named Contacts within the Initial Response Goal below. All Support will be provided in the English language, only.*

<i>Service Level</i>	<i>Developer Subscription</i>	<i>SE or EE Subscription</i>
<i>Severity Error Level 1 Resolution Goal</i>	<i>5 Business Days</i>	<i>24 Hours</i>
<i>Severity Error Level 2 Resolution Goal</i>	<i>10 Business Days</i>	<i>48 Hours</i>
<i>Severity Error Level 3 Resolution Goal</i>	<i>15 Business Days</i>	<i>5 Business Days</i>
<i>Initial Response Goal</i>	<i>2 Business Days</i>	<i>1 Hour</i>
<i>Support Hours</i>	<i>Business Hours</i>	<i>24 x 7</i>
<i>Incident Type</i>	<i>Application Development Non-production Only</i>	<i>Production Support</i>
<i>Number of Annual Support Incidents</i>	<i>Maximum of 3 open tickets in any 48 hour period</i>	<i>Unlimited</i>
<i>Named Contacts</i>	<i>1 per subscription</i>	<i>Up to 9 Sockets or 36 vCores = 4 10-25 Sockets or 40-100 vCores = 6 1 additional user for each additional 5 sockets or 20 vCores</i>

*2. Upgrades and Term of Support for Versions.*

*2.1 EnterpriseDB will make available to Customer each new Upgrade on its General Release Date.*

*2.2 EnterpriseDB will provide Support for each Version on the following terms:*

- 1. (i) For the first three years after the General Release Date of a Version, EnterpriseDB will provide the Support for all Severity Error Levels and make new Upgrades available to Customer on their General Release Date;*

2. (ii) *For the fourth and fifth years following the General Release of a Version, EnterpriseDB will, at its discretion and upon a mutually negotiated annual fee: a) provide the Support only for Severity 1 Errors and Severity 2 Errors, and b) make new Updates available.*

3. *Support Prerequisites. Customer will cooperate with and provide assistance to EnterpriseDB as EnterpriseDB may reasonably request in order to assist EnterpriseDB in the performance of Support, including, without limitation, providing all necessary assistance and information (according to the formats and templates specified by EnterpriseDB) to EnterpriseDB's support personnel reasonably required to enable such personnel to determine if a Customer problem is related to an Error or is due to some other issue. Customer will provide EnterpriseDB functioning test code which reproduces and isolates the Error. The test code will have extraneous comments and code removed and to the extent possible, will be fully self-contained and automated, and will demonstrate the precise Error reported rather than other possible problems. The test code must be reproducible on EnterpriseDB's test systems. If Customer finds it necessary or expedient to include third party code or libraries in the test code submitted to EnterpriseDB, Customer is responsible for obtaining permission from the applicable third party for such submission. If Customer cannot provide test code which reproduces the problem, EnterpriseDB may be unable to resolve the Error, but will be available to work with Customer to assist in the development of a test case. All Support is provided remotely from EnterpriseDB's offices. Customer will provide EnterpriseDB with access (via remote telecommunications and, if applicable, on-site access) at Customer's premises to the extent reasonably necessary to allow EnterpriseDB to provide the Support. Customer will bear all costs associated with procuring, installing and maintaining all equipment, telephone lines and communications interfaces necessary for EnterpriseDB to have the necessary telecommunications access to provide Support. If EnterpriseDB personnel travel to a Customer location for an issue that is not an Error in the Software, EnterpriseDB may charge Customer standard consulting rates plus travel and living expenses. Support for PostgreSQL obtained from a source other than: a) an EnterpriseDB installer, b) [ftp.postgresql.org](http://ftp.postgresql.org), c) [yum.postgresql.org](http://yum.postgresql.org), d) [apt.postgresql.org](http://apt.postgresql.org), or e) Red Hat Enterprise Linux, Fedora, Ubuntu, CentOS, Amazon Linux, SuSE or Debian, as part of the operating system from the original vendor; will be supplied under the following qualified support terms: i) a pre-sale evaluation of the PostgreSQL source and binary builds by EnterpriseDB possibly at additional cost to the Customer, ii) written approval for Support by the VP of Development for EnterpriseDB, iii) reported issues must be reproducible against the latest maintenance release of the given version of PostgreSQL from [git.postgresql.org](http://git.postgresql.org), iv) bug fixes for PostgreSQL builds not deployed by an EnterpriseDB installer will be submitted in the form of source file patches to the customer and the*

PostgreSQL community, and v) EnterpriseDB shall make best efforts advocating for the community's acceptance of the patch as fast as possible. EnterpriseDB will provide Support for open source components created and maintained within the PostgreSQL community and distributed with modifications for Advanced Server by EnterpriseDB. EnterpriseDB will make best efforts to provide support for open source components created and maintained within the PostgreSQL community and distributed 'as is' by EnterpriseDB.

4. Exclusions. Unless otherwise agreed to in an executed Order Form, EnterpriseDB will not provide Support in any of the following circumstances:

4.1 A failure of hardware, equipment or programs not covered by this Agreement;

4.2 Customer's failure to comply with operating instructions contained in the Documentation;

4.3 A modification, enhancement or customization of the Software;

4.4 Any cause or causes beyond the reasonable control of EnterpriseDB (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than Software, such as databases, web-servers or hardware;

4.5 Installation, configuration, management and operation of the Customer's applications;

4.6 Software obtained from any place other than through the EnterpriseDB website; or

4.7 APIs interfaces or data formats other than those included with the Software.

4.8 Use of the Software for providing time-sharing services, service bureau services or as part of an application services provider or software as a service offering;

EnterpriseDB will have no obligation to provide Support if Customer has not paid all applicable fees payable pursuant to this Agreement, or is otherwise not in compliance with the terms of this Agreement.

## 5. Definitions

5.1 "Business Day" means 8:00 AM to 8:00 PM (local time) Monday through Friday, excluding any EnterpriseDB holidays.

5.2 "Documentation" means any end user manuals or on-line help files regarding the use of the Software that accompanies the Software.

5.3 "Error" means a failure of Software to materially conform to the specifications as described in the applicable Documentation.

5.4 "General Release Date" means the date upon which EnterpriseDB announces on its website or otherwise that an Upgrade has entered general release.

5.5 "Initial Response Goal" means, for any single Support Request, the goal for the elapsed period measured from the time that Customer initiates the Support Request until EnterpriseDB provides a Response.

5.6 "Maintenance Fix" means a version of a Software identified by the second digit to the right of the decimal point ((x).xX)

5.7 "Named Contacts" mean the individuals authorized to contact EnterpriseDB for Support. Such individuals should be trained and knowledgeable about the Software and the EnterpriseDB resolution procedures to be used with the Software. Named Contacts may be changed by providing EnterpriseDB with at least ten (10) days prior written notice. Customers purchasing Basic Subscriptions are entitled to one (1) Named Contact and Customers purchasing Premium Subscriptions are entitled to four (4) Named Contacts.

5.8 "Release" means a version of a Software identified by the first digit to the left of the decimal point ((X).xx).

5.9 "Resolution Goal" is the goal for EnterpriseDB of the time required to provide a documented fix that restores full (or near full) functionality to Customer.

5.10 "Response" means EnterpriseDB's acknowledgment of a Support Request received from Customer.

5.11 "Severity 1 Error" means a catastrophic production Error in the Software which severely impacts Customer's production systems, or in which the Software in Customer's production systems are down or not functioning; or an Error in the Software which is causing a loss of production data and no procedural work around exists. Severity 1 Errors also include security breaches.

5.12 "Severity 2 Error" means the Software, which is in production, is operational but certain major functions are not performing in accordance with the Documentation and no workaround is available.

5.13 "Severity 3 Error" means (a) minor functions of the Software, which is in production, are not performing in accordance with the Documentation or (b) the Software, which is in

*development or a test environment, is not performing in accordance with the Documentation.*

*5.14 "Support Request" means a request communicated by Customer to EnterpriseDB using the designated procedure to report an Error and to request a correction of such Error.*

*5.15 "Upgrade" means any new Release, Version and Maintenance Fix to the Software made available by EnterpriseDB to the Customer.*

*5.16 "Version" means a later version of the Software identified by a change in the digits to the right of the decimal point ((x).Xx).*

Version 3.0 ([www.enterprisedb.com/ba/license-support-services-v3-0](http://www.enterprisedb.com/ba/license-support-services-v3-0))