# YUGABYTEDB MANAGED TERMS OF SERVICE

**Last Updated:** July 28, 2023

Prior versions of this YugabyteDB Managed Terms of Service are available <u>here</u>.

This YugabyteDB Managed Terms of Service Agreement ("**Agreement**") contains the terms and conditions governing your access to and use of the YugabyteDB Managed database software as a service offered at <u>https://cloud.yugabyte.com</u> ("YugabyteDB Managed"). It is an agreement between Yugabyte, Inc. ("Yugabyte", "we," "us," or "our") and you or the entity you represent ("you," "your," or "Customer"). The Agreement takes effect when you click the "I Accept" button presented with these terms, or by using or accessing YugabyteDB Managed ("Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

1. **YUGABYTEDB MANAGED SERVICES**
    1.1. **Access and Use License**. Subject to the terms and conditions of this Agreement and Customer's payment of all Fees, Yugabyte grants to Customer and its End Users a non-exclusive, non-sublicensable, non-transferable, right during the Term to access and use YugabyteDB Managed. The Service Level Agreement and Support Services Terms apply to the paid version of YugabyteDB Managed.
    1.2. **Access.** Yugabyte shall provide Access Credentials to Customer and its End Users. End Users may not share Access Credentials or give others access to their accounts, and must keep Access Credentials up to date to ensure they remain accurate. Customer is responsible for ensuring its End Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer.
    1.3. **Changes.** Yugabyte may change or discontinue YugabyteDB Managed or components thereof at its sole discretion. We will provide Customer prior notice if we make any modifications that have a material adverse effect on the functionality of the YugabyteDB Managed, except that such notice will not be required for violations or suspected violations of this Agreement or applicable laws, or security or intellectual property issues.
    1.4. **Free Tier and Beta Features**. Yugabyte provides the Free Tier and beta features/functions for testing and evaluation on an "AS-IS" basis without indemnification, Support Services or Service Level Agreement, and disclaims all warranties of any kind (including warranties of merchantability, fitness for a particular purposes, and non-infringement), express or implied. Any beta features/functions do not constitute an implied commitment to offer to such features/functions on a generally available basis, and Yugabyte may suspend Customer's right to access or use beta features at its sole discretion. Yugabyte may delete any Free Tier account and Customer Data contained therein if Customer has not accessed its account for a period of 14 days.
    1.5. **Restrictions**. Customer and its End Users may only use YugabyteDB Managed as described in this Agreement and in the Documentation. Customer will not, and will not allow any End User or other third party to:
        1.5.1. assign, sell, resell, sublicense, lease or the functional equivalent, or otherwise distribute or make available YugabyteDB Managed to a third party;
        1.5.2. copy, modify, alter, create derivative works of, attempt to reverse engineer, disassemble, or decompile YugabyteDB Managed or any component;
        1.5.3. attempt to create a substitute or similar service through use of, or access to, the YugabyteDB Managed;
        1.5.4. use YugabyteDB Managed for high risk activities such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or

failure of YugabyteDB Managed could lead to death, personal injury, or environmental damage;

1.5.5. store, process, or transmit sensitive information that may be subject to enhanced legal protections under applicable law, such as:
(a) personal information concerning an individual's race, ethnicity, creed, ideology, social status, faith, labor union membership, political views or membership in a political party, or sexual orientation, (b) criminal records, or information regarding crimes a person has been a victim of, (c) physical or mental health or medical treatment information, genetic information, or biometric data, (d) unique identification information such as resident registration number, driver's license number, national identification registration card number, passport number or foreigner registration number, (e) payment cardholder information or other information subject to Payment Card Industry (PCI) Data Security Standard requirements as amended, supplemented or otherwise, (f) any other information that if disclosed unlawfully may cause exceptional damage, injury or hardship to an individual or cause an individual to be discriminated against unlawfully, (g) any other information for which storage, processing or transmission would be prohibited under applicable law, or (h) any other information that would require the parties to agree to protections more restrictive than this Agreement under applicable law;

1.5.6. store, process, or transmit any Customer Data that is controlled for export under Export Control Laws;

1.5.7. circumvent any YugabyteDB Managed security measures or perform any security testing meant to uncover weaknesses in Yugabyte Systems or Yugabyte Data;

1.5.8. use YugabyteDB Managed on behalf of or for the benefit of any entity or person who is prohibited from using the Services by applicable laws or regulations; or

1.5.9. use the YugabyteDB Managed in violation of the Acceptable Use Policy.

2. **DATA**

2.1. **Customer Data Obligations**

2.1.1. **Customer Data**. Customer Data is the sole and exclusive property of Customer. Customer grants to Yugabyte a non-exclusive, non-sublicensable, royalty-free, worldwide license during the Term to access and use the Customer Data in connection with performing this Agreement. Customer is responsible for obtaining all rights to provide the Customer Data to Yugabyte for use under this Agreement.

2.1.2. **Customer Control and Responsibility**. Customer has and will retain sole responsibility for:

2.1.2.1. all Customer Data, including its content and use;

2.1.2.2. all other information, instructions and materials provided by or on behalf of Customer or any End User in connection with its access to or use of YugabyteDB Managed;

2.1.2.3. the computers, software, databases, electronic systems (including database management systems), networks, internet access, other vendors (e.g., Amazon Web Services) and other information technology infrastructure of Customer or any of its designees or End Users ("**Customer Systems**");

2.1.2.4. all access to and use of YugabyteDB Managed, Yugabyte Data and Yugabyte Systems directly or indirectly by or through the

Customer Systems or its or its End Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use;

2.1.2.5. complying with all applicable laws regarding the use and processing of Customer Data; and

2.1.2.6. taking all steps to maintain appropriate security, protection, and backup of Customer Data.

2.1.3. **Transfer of Customer Data**. Customer may specify the underlying database, and/or regions ("**Cloud Regions**") in which Customer Data will be stored. Customer consents to the storage of Customer Data in, and transfer into, the Cloud Regions it selects, including to and from the United States, as necessary for Yugabyte to perform its obligations under this Agreement. To the extent you provide Customer Data in connection with customer support, you consent to Yugabyte handling Customer Data in any country in which Yugabyte or its agents perform such services. Customer is responsible for ensuring its compliance with applicable laws regarding its Customer Data transfers.

2.2. **Data Privacy**. In performing their respective obligations under this Agreement, Customer and Yugabyte will each comply with all applicable data privacy laws, including, to the extent applicable, the GDPR and the CCPA. To the extent that Yugabyte processes personal information subject to applicable data privacy laws in the course of providing YugabyteDB Managed, the parties will comply with the Yugabyte Data Processing Agreement ("**DPA**") available at https://www.yugabyte.com/yugabyte-cloud-data-processing-addendum/, which is incorporated into this Agreement.

2.3. **Data Security. YugabyteDB Managed**security is a shared responsibility between the Cloud Provider, Yugabyte, and Customer. Under the shared responsibility model, we implement technical and organizational security measures available at https://www.yugabyte.com/yugabyte-cloud-data-processing-addendum/. Customer remains responsible for the security, protection and backup of Customer Data, and its use and configuration of YugabyteDB Managed. It is Customer's responsibility to evaluate YugabyteDB Managed security and determine whether their data can be stored in YugabyteDB Managed.

3. **PAYMENT**

3.1. **If Licensing YugabyteDB Managed Directly Via The YugabyteDB ManagedWebsite Using Pay-As-You-Go Model.**

3.1.1. We calculate and bill, and you will timely pay us Fees on a metered consumption basis as set out in our Standard Price List available at https://www.yugabyte.com/yugabyte-managed-standard-price-list/, and Taxes. Fees are automatically charged each month to the Customer's bank account or credit card on file for the Fees associated with the prior calendar month's metered consumption. We may bill Fees more frequently if there are significant overages on your account or there is a risk of non-payment. You authorize recurring charges for payment of such Fees by our third-party payment processor, Stripe, subject to the Stripe Checkout User Terms of Service at https://stripe.com/checkout/legal. Yugabyte may, at its discretion, adjust any or all Fees due hereunder by updating the Standard Price List and such prices become effective upon the date set out in the Standard Price List.

3.2. **If Licensing YugabyteDB Managed Directly From Yugabyte Via a Separate YugabyteDB Managed Ordering Document**

3.2.1. Customer will pay all Fees and Taxes set forth on a separate Order Form agreed to and executed by the parties. Unless otherwise set forth in the

YugabyteDB Managed Ordering Document, Fees are due NET 30 from invoice date. If Customer exceeds the consumption set forth in the Order Form, we will calculate and bill, and you will timely pay us Fees as set forth in Section 3.1 (If Licensing YugabyteDB Managed Directly Via The YugabyteDB Managed Website Using Pay-As-You-Go Model).

    3.2.2. At least 60 days before expiration of the Term, Yugabyte will notify Customer of its option to renew the subscription license at the end of the Term for one additional year at the same annual rate stated in the Order, plus 5%. If Customer does not notify Yugabyte at least thirty days before expiration of the Term of Customer's intent to renew, the subscription license shall expire at the end of applicable Term.

  3.3. **General**

    3.3.1. **Non-refundable**. All Fees are non-refundable, assessed in U.S. dollars, and shall be paid without setoff or deduction.

    3.3.2. **Credits.** Fees may be offset by any credits Yugabyte grants Customer. Credits are granted at the sole discretion of Yugabyte and may be withdrawn or discontinued at any time without notice, and all such credits shall expire no later than one-year from the date of granting.

    3.3.3. **Disputes.** Customer remains responsible for monitoring Customer metered consumption and Fees, which we provide in the Customer account portal. Customer waives any Fee dispute that is not submitted to Yugabyte via Customer Support within 30 days of the charge, and Yugabyte has complete discretion to make Fee adjustments, credits and refunds.

    3.3.4. **Interest.** Payments not made will be subject to late charges equal to the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount and (b) the maximum amount permitted under applicable law, and Yugabyte may, in its discretion, suspend Customer's access to and use of YugabyteDB Managed and other services until Customer's payment in full.

    3.3.5. **Taxes**. Unless Customer provides us a tax exemption certificate, direct pay permit, or resale certificate (or something similar that we deem valid), Yugabyte will add to each Fee invoice any applicable sales, VAT, or other transaction-based taxes arising from this Agreement ("**Tax**"). If Customer fails to provide any data we require to determine if we are obligated to collect Taxes, Customer shall not hold Yugabyte responsible for any unpaid Taxes. If a deduction or withholding is required by law, Customer will notify and must gross up payment with any additional tax amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the Fee.

4. **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

  4.1. **Yugabyte Ownership**. YugabyteDB Managed, Documentation, Yugabyte Data and Yugabyte Systems, all Intellectual Property Rights therein, and all other Intellectual Property Rights of Yugabyte, are and shall at all times remain the sole and exclusive property of Yugabyte. Customer shall have no rights in any of the aforementioned items other than as expressly set forth in this Agreement.

  4.2. **Feedback**. Customer may provide suggestions, comments or other feedback (collectively, "**Feedback**") to Yugabyte with respect to Yugabyte's products and services, including YugabyteDB Managed and any other services provided to Customer hereunder. Feedback is voluntary, but if Customer does provide Feedback, Customer irrevocably assigns to Yugabyte all right. title and interest in the Feedback and Yugabyte may use and modify such Feedback without any restriction or payment.

5. **TERM AND TERMINATION**

5.1. **Term**. The term of this Agreement commences when you create an account and continues until terminated in accordance with this Agreement ("**Term**").

5.2. **Termination or Suspension.** Customer may terminate this Agreement at any time by terminating all use of YugabyteDB Managed, and Yugabyte may terminate this Agreement for any or no reason upon 30 days prior notice, and for the free version, immediately. Yugabyte may suspend or terminate this Agreement immediately upon (a) Customer's material breach (including, without limitation, for Customer's breach of obligations in Section 2 (Data) and Section 3 (Payment)), (b) if Customer becomes the subject of an insolvency, bankruptcy, reorganization, liquidation, dissolution or similar event or proceeding; (c) to prevent damages or risk to, or degradation of, the YugabyteDB Managed Yugabyte Data and/or Yugabyte's Systems, (d) for error corrections, modifications or maintenance, or (e) to comply with any law, regulation, court order or other governmental request.

5.3. **Effect of Termination or Suspension**. The termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature and context would be intended to be applicable following any such expiration or termination. Upon the termination or suspension of this Agreement: (a) Customer's and all End Users' access to and use of YugabyteDB Managed and other services, as applicable, will immediately cease; and (b) Customer will pay to Yugabyte all sums then due to Yugabyte. Yugabyte's suspension of Customer's use and access of YugabyteDB Managed is without prejudice to Yugabyte's right to termination, and Yugabyte will reinstate access and use following acceptable resolution of the issue that caused the suspension. Upon termination of this Agreement, except for Yugabyte's rights with respect to disaster recovery or archival, each party shall remove all copies of the other party's data.

6. **CONFIDENTIAL INFORMATION**

6.1. **Confidentiality**. Yugabyte and Customer shall keep in strict confidence all non-public information, in whatever form provided, that the disclosing Party designates confidential and/or proprietary in nature or which the non-disclosing Party should reasonably believe to be confidential and/or proprietary ("**Confidential Information**"). For the avoidance of doubt, (a) the Confidential Information of Customer includes Customer Data and data provided by Customer to Yugabyte relating to Customer's client information and (b) the Confidential Information of Yugabyte includes YugabyteDB Managed, Documentation and Yugabyte Data, and any other proprietary information provided by Yugabyte to Customer in connection with YugabyteDB Managed, Documentation, Yugabyte Data and/or services in connection therewith or as otherwise provided hereunder, as well as the terms and conditions of this Agreement. Each Party shall use the other Party's Confidential Information only for the purposes of performance under this Agreement. Each Party shall use commercially reasonable efforts to hold the other Party's Confidential Information in confidence and not disclose such Confidential Information to any third party.. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is already known by the recipient at the time of disclosure without any duty of confidentiality, (b) becomes, through no act or fault of the recipient, publicly known, or (c) is received by recipient from a third party without a restriction on disclosure or use.

6.2. **Injunctive Relief Available**. The Parties specifically acknowledge that breach of this Section 6 (Confidential Information) could cause irreparable harm to the non-breaching Party for which monetary damages would not provide an adequate remedy and that, in such event, the non-breaching Party shall be entitled, in addition to, and not in limitation of, any and all other remedies, to seek injunctive relief and specific performance.

6.3. **Publicity.** Yugabyte may identify Customer as a customer of YugabyteDB Managed in customer lists and marketing materials. With Customer's advance written consent and

subject to any usage guidelines provided by Customer, Customer agrees to participate in case studies and press releases.

7. **WARRANTIES**

   7.1. **Mutual Warranties.** Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into the Agreement and to perform its obligations hereunder; (b) its acceptance of and performance under the Agreement will not breach any agreement with any third party or any obligation owed by it to any third party; and (c) it will comply with all laws applicable (for Yugabyte) to its performance hereunder (for Yugabyte) or laws applicable to its use of YugabyteDB Managed (for Customer).

   7.2. **Customer Warranties.** Customer represents and warrants that neither it nor any End User will upload to YugabyteDB Managed any Customer Data that (i) infringes, misappropriates or otherwise violates the Intellectual Property Rights of any third party or any rights of publicity or privacy; (ii) materially violates any applicable laws, rules, regulations or judicial orders (including, but not limited to, applicable policies, laws, rules and orders related to spamming, privacy, consumer protection, and encryption); (iii) is defamatory, trade libelous, or unlawfully threatening or unlawfully harassing; (iv) is obscene, pornographic or indecent; (v) to its or the End User's knowledge contains any viruses, trojan horses, worms or other harmful or destructive code or mechanisms that are intended to damage, interfere with or expropriate any system, data or personal information.

   7.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 5.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YUGABYTE AND ITS SUPPLIERS PROVIDE YUGABYTEDB MANAGED, THE DOCUMENTATION AND ANY SUPPORT SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH CUSTOMER, AND YUGABYTE AND ITS DISTRIBUTORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SOFTWARE, THE SERVICES, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. YUGABYTE AND ITS DISTRIBUTORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED, OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) CUSTOMER'S BUSINESS REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT YUGABYTE IS NOT RESPONSIBLE FOR (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (*E.G.,* HACKERS) WHO OBTAIN ACCESS TO OR DAMAGE CUSTOMER'S CONTENT OR OTHER DATA, WEBSITES, COMPUTERS, OR NETWORKS.

8. **INDEMNITY**

   8.1. **Yugabyte Indemnity**. Subject to Section 9 (Limitation of Liability), Yugabyte shall defend, indemnify and hold Customer harmless against losses, damages, liabilities and all reasonable expenses and costs (including reasonable attorneys' fees) resulting from any third party claim, action, suit, or proceeding resulting from any actual infringement, misappropriation or other violation of the Intellectual Property Rights of any third party by the Customer's licensed, authorized use of YugabyteDB Managed, Documentation, or Yugabyte Data. If a claim of infringement under this Section 8 (Indemnity) occurs, or if Yugabyte determines a claim is likely to occur, Yugabyte may, in its sole discretion, (i) procure for Customer the right to continue to use YugabyteDB Managed, Documentation, or Yugabyte Data (as applicable) free of the infringement claim, (ii) modify YugabyteDB Managed, Documentation or Yugabyte Data (as applicable) to make it non-infringing, without loss of material functionality; or (iii) terminate this Agreement or the relevant portion thereof upon written notice to Customer. Notwithstanding the foregoing,

Yugabyte will have no obligation with respect to any claim of infringement, misappropriation or other violation that is based upon or arises out of (u) the use or inclusion of any open source software components, (v) the use or combination of YugabyteDB Managed, Documentation or Yugabyte Data with any hardware, software, products, content, data or other materials of any third-party, (w) modification or alteration of YugabyteDB Managed, Documentation or Yugabyte Data by anyone other than Yugabyte, (x) use of YugabyteDB Managed, Documentation or Yugabyte Data in excess of the rights granted in this Agreement, (y) any specifications or other intellectual property provided by Customer, including the Customer Data, or (z) use of the Free Tier (collectively, the "**Excluded Claims**"). The indemnity rights set forth in this Section 8 (Indemnity) do not apply to the Free Version.

8.2. **Customer Indemnity**. Customer will defend, indemnify and hold Yugabyte harmless from and against any claims or losses resulting from (a) Customer's use of YugabyteDB Managed, Documentation, Yugabyte Data and/or other services in breach of this Agreement, (b) the Excluded Claims, or (c) Customer's gross negligence or willful misconduct, or failure to comply with applicable law.

8.3. **Indemnity Mechanics**. The indemnified Party agrees to: (a) give the indemnifying Party prompt written notice of any claim, action, suit or proceeding for which the indemnified Party is seeking indemnification, or the threat of any of the above for which the indemnified Party anticipates seeking indemnification; (b) grant sole authority to control the defense and settlement to the indemnifying Party; and (c) reasonably cooperate with the indemnifying Party in connection with the foregoing at the indemnifying Party's expense and cost. Notwithstanding the foregoing, the indemnifying Party shall not settle any claim requiring any admission of fault by the indemnified Party without the indemnified Party's prior written consent. Moreover, the indemnified Party shall have the right to participate, at its own expense, in the claim or suit

9. **LIMITATION OF LIABILITY**

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL YUGABYTE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER (INCLUDING THE THIRD PARTY SERVICES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Notwithstanding anything to the contrary in this Agreement, no damages payable by Yugabyte will exceed the amount actually paid by Customer under this Agreement that gave rise to the claim during the 12 months before the liability arose. Nothing in this Agreement limits either Party's liability for: (i) fraud or fraudulent misrepresentation; (ii)death or personal injury caused by negligence, gross negligence or intentional misconduct; (iii) Customer's payment obligations; or (iv) any liability which cannot legally be limited.

10. **GENERAL**

10.1. **Entire Agreement; Severability; No Waiver.** This Agreement and DPA (if incorporated herein) contain the entire understanding between the parties, supersedes any prior or contemporaneous communications, understandings or agreements with us regarding the subject matter of this Agreement, and may be amended only by a written document signed by both parties. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected. No failure to enforce any term of this Agreement shall be deemed a waiver unless expressly agreed to in writing.

10.2. **Choice of Law**. This Agreement is governed and interpreted by California law. Any lawsuit arising directly or indirectly out of this Agreement shall be litigated in the Superior Court

of Santa Clara, California or, if original jurisdiction can be established, in the United States District Court for the Northern District of California. We may seek injunctive relief in a state, federal, or national court where there is actual or alleged infringement of intellectual property or proprietary rights, or confidentiality violations. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

10.3. **Notice**. All notices and other communications required or permitted to be given under this Agreement shall be in writing and in the English language. Customer consents to receive in-system account notifications and email communications (which shall be deemed received upon sending), including marketing communications regarding Yugabyte products and services, but may opt-out of marketing communications communications by sending an email to privac@yugabyte.com. Customer must provide notice under this Agreement to legal@yugabyte.com or by mail to Yugabyte, Inc., 100 S. Murphy Avenue, Suite 200, Sunnyvale, CA 94086, Attn: Legal Department.

10.4. **Force Majeure.** Yugabyte and its Affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including without limitation, pandemics, fire, explosion, flood, earthquake or other natural disasters, wars, acts of terror. embargo, riot, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, export control regulation, laws, judgments, or the intervention of any government authority.

10.5. **Amendments.** Yugabyte may modify this Agreement at any time by posting the revised version to the YugabyteDB Managed website with a new date as set forth above and/or notifying you as set out Section 10.3 (Notice), which modified terms will become effective upon posting or as set forth in the email communication become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use YugabyteDB Managed thereafter, Customer agrees to be bound by the modified terms. Please check the YugabyteDB Managed site regularly for updates to this Agreement.

10.6. **Publicity.** Yugabyte shall be permitted to identify Customer as a customer in its customer listings, websites and other promotional materials but shall not be permitted to use Customer's name or logo in any other document without the prior written consent of Customer.

10.7. **Miscellaneous**. Some or all of YugabyteDB Managed, Documentation, Yugabyte Data and/or services, including support, may be provided by Yugabyte's Affiliates, agents, subcontractors and information system vendors. The rights and obligations of Yugabyte may be, in whole or in part, exercised or fulfilled by the foregoing entities. The Parties are independent contractors. Customer shall not assign or transfer any rights under this Agreement or delegate any of its duties under this Agreement without Yugabyte's prior written consent, and any such action in violation of this provision, is null and void, of no force, and a breach of this Agreement. Yugabyte may assign or transfer this Agreement to any successors-in-interest to all or substantially all of the business or assets of Yugabyte whether by merger, reorganization, asset sale or otherwise, or to any Affiliates of Yugabyte, and this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns. Nothing in this Agreement shall bar Yugabyte from entering into similar agreements with other parties.

11. **DEFINITIONS**

11.1. "**Acceptable Use Policy**" means (1) the policy available at https://www.yugabyte.com/yugabytedb-managed-acceptable-use-policy/, (2) if Customer chooses Amazon Web Services (AWS) as the underlying database, the AWS terms available at https://aws.amazon.com/aup, (3) if Customer chooses Azure as the underlying database, the Azure terms available at https://azure.microsoft.com/en-us/support/legal/subscription-agreement/, or (4) if Customer chooses Google Cloud Platform (GCP) as the underlying database, the GCP terms available at https://cloud.google.com/terms/aup, (5) for the Free Tier, if Customer chooses

integration with Hasura Cloud, the Hasura Cloud terms available at https://hasura.io/legal/hasura-cloud-terms-of-service/ (and for (1)-(5), any successor or related designated sites, as updated from time to time).

11.2. "**Access Credentials**" means any user name, identification number, password, security key, API token, multi-factor authentication and/or other methods used, to verify an individual's identity and authorization to access and use YugabyteDB Managed.

11.3. "**Affiliate**" means a legal entity controlled by, controlling, or that is under common control of a Party, with control meaning more than 50% of the voting power or ownership interests then outstanding of that entity.

11.4. "**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as may be amended from time to time, and any regulations issued thereunder.

11.5. "**Cloud Provider**" means the third party cloud-service provider selected by Customer from available options.

11.6. "**Customer Data**" means subject to Section 2.2, any and all permitted data or materials supplied, provided or otherwise uploaded by or on behalf of Customer or any End User to YugabyteDB Managed.

11.7. "**Documentation**" means the description of YugabyteDB Managed functionality, components, features or requirements available at https://docs.yugabyte.com/latest/yugabyte-cloud/.

11.8. "**End Users**" means Customer's employees, contractors and representatives authorized to access and use YugabyteDB Managed and related services on Customer's behalf.

11.9. "**Export Control Laws**" means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State, but excluding the Export Administration Regulations maintained by the U.S. Department of Commerce.

11.10. "**Fee**" means all fees and/or amounts (including any adjustments) due or payable hereunder.

11.11. "**Free Tier"** means the version of YugabyteDB Managed for which Customer pays no Fees as set out at https://docs.yugabyte.com/latest/yugabyte-cloud/free-tier/.

11.12. "**GDPR**" means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council, as may be amended from time to time, and any regulations issued thereunder.

11.13. "**Intellectual Property Rights**" means any and all now known or hereafter known tangible and intangible intellectual property and similar proprietary rights in any jurisdiction throughout the world, including any and all (a) rights associated with works of authorship, including copyrights, moral rights, and mask-works, (b) trademark, service mark, trade dress, logos, domain name and trade name rights and similar rights and all goodwill associated with any of the foregoing, (c) trade secret rights and know-how, (d) inventions, patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights and other similar proprietary rights (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise and (f) all registrations, applications, renewals, reversions, restorations, extensions, continuations, continuations-in-part, divisions, reexaminations or reissues of any of the foregoing now or hereafter in force (including all rights in any of the foregoing).

11.14. "**Service Level Agreement"** means the YugabyteDB Managed service level agreements as available at https://www.yugabyte.com/yugabyte-cloud-service-level-agreement/.

11.15. "**Standard Price List"** means the YugabyteDB Managed pricing description as available at https://www.yugabyte.com/yugabyte-managed-standard-price-list/.

11.16. "**Support Services Terms"** means the YugabyteDB Managed support terms and conditions as available at https://www.yugabyte.com/yugabyte-cloud-support-services-terms-and-conditions/.

11.17. "**Yugabyte Data**" means the Documentation and any and all other documents, text, pictures, sound, graphics, video, works, software, and other technologies, content, data, information, and materials, supplied or provided or made available, by Yugabyte to Customer and/or any End User, in connection with YugabyteDB Managed or services.

11.18. "**Yugabyte Systems**" means the information technology infrastructure used by or on behalf of Yugabyte in providing or making available YugabyteDB Managed and performing the services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Yugabyte or through the use of third party products and/or services.