



## MASTER ORDERING AGREEMENT

This Master Ordering Agreement (this “**Agreement**”) is a legal agreement between you, on behalf of a legal entity, (“**Customer**”) and YugabyteDB, Inc. (“**YugabyteDB**”) (Customer and YugabyteDB each, a “**party**” and collectively, the “**parties**”), effective upon execution of an Order Form to purchase Products (“**Effective Date**”), and sets forth the terms and conditions under which Customer may subscribe to the YugabyteDB Product(s) (as defined below), as set forth in one or more order forms or other ordering documents executed by the parties that reference this Agreement (each, an “**Order Form**”).

### 1. YUGABYTE PRODUCTS AND SERVICES

1.1. **Provision of Products and Services.** Subject to the terms and conditions of this Agreement, to the extent ordered in an Order Form, YugabyteDB will provide Customer with: (a) YugabyteDB’s software in object code form (“**Software**”) to be installed on Customer’s or its hosting provider’s systems in accordance with the terms and conditions set forth in Exhibit A (“**Installed Software**”); (b) the online managed database-as-a-service products and services on a subscription basis in accordance with the terms and conditions set forth in Exhibit B (“**Hosted Services**”); (c) Software for use in Combined Products as defined in and in accordance with the terms and conditions set forth in Exhibit C; and (d) such other products and services as identified in or provided under an Order Form ((a) through (d) collectively, “**YugabyteDB Product(s)**”). Each Order Form and the relevant Exhibit(s) will be incorporated into, and is fully governed by, this Agreement upon execution of the Order Form by both parties. In the event of any conflict or inconsistency between this Agreement and an Order Form, this Agreement shall control.

1.2. **Permitted Users.** Customer may permit its employees, agents, independent contractors, and consultants to use the YugabyteDB Products on its behalf (“**Permitted Users**”), provided Customer remains responsible for the acts and omissions of each such Permitted User. Use of each YugabyteDB Product by Customer in the aggregate must be within the restrictions set forth in the applicable Order Form (if any). Customer shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for all actions taken using Customer’s accounts and passwords.

1.3. **Use by Affiliates.** Each of Customer’s Affiliates (as defined below) identified on an Order Form (if any) will be entitled to access and use the applicable YugabyteDB Products in accordance with this Agreement and the applicable Order Form, provided that Customer shall remain responsible to YugabyteDB for the actions and omissions of each such Affiliate (and each of such Affiliate’s Permitted Users). The terms of this Agreement will govern, and will be incorporated by reference into, each such Order Form. Customer shall: (a) procure that any such Affiliates are aware of the terms of this Agreement and that they and their Permitted Users act in compliance with them; (b) not make or give any representations, warranties or other promises concerning the applicable YugabyteDB Products to its Affiliates unless agreed in writing by YugabyteDB; and (c) ensure that YugabyteDB is not liable to its Affiliates or their Permitted Users in any way. “**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party. As used herein, “control” means the power to direct the management or affairs of an entity or the beneficial ownership of fifty percent (50%) or more of the voting equity securities or other equivalent voting interests of an entity.

1.4. **General Restrictions.** Except as expressly specified in this Agreement or Order Form and subject to Section 1.5, Customer shall not, and shall not allow any third party (including any Permitted User) to: (a) license, sell, resell, assign, transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; (b) make the functionality of the Software available to multiple users through any means including, without limitation, by uploading the Software to a network or file-sharing service, or for application services provider, service bureau or time sharing purposes; (c) use any YugabyteDB Product to help develop, or help provide to any third party, any product or service similar to or competitive with any YugabyteDB Product; (d) reverse engineer, decompile (except as permitted by law, and then only upon YugabyteDB’s prior written consent), disassemble, or otherwise seek to obtain the source code of any YugabyteDB Product; (e) copy, modify or create derivative works from any YugabyteDB Product, any component thereof, or any documentation provided to Customer by YugabyteDB with the YugabyteDB Products, as revised by YugabyteDB from time to time (“**Documentation**”); (f) remove or obscure any copyright or proprietary or other notice contained in any YugabyteDB Product or Documentation; (g)



propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (h) access or use any YugabyteDB Products in a manner intended to circumvent or exceed service account limitations or requirements; (i) use any YugabyteDB Products in a manner that violates any applicable law, regulation, or legal requirement or obligation; (j) use any YugabyteDB Products in violation of any third-party rights of privacy or intellectual property rights; (k) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark any YugabyteDB Products; (l) post, upload, transmit or provide any Customer Data (as defined below) that YugabyteDB reasonably deems to be unlawful, harmful, abusive or otherwise objectionable; (m) circumvent any of YugabyteDB's security measures or perform any security testing meant to uncover weaknesses in YugabyteDB's systems or YugabyteDB Technology (as defined below); or (n) use the YugabyteDB Products in any manner that exceeds the scope of use expressly permitted by this Agreement.

**1.5. Open Source Software.** The terms and conditions of this Agreement shall not apply to any "open source" or "free software" licenses ("**Open Source Software**") included in, embedded in, utilized by, or provided or distributed with the YugabyteDB Products. Any such Open Source Software is subject to the terms of the applicable open source license agreement and copyright notice(s).

**1.6. Professional Services.** YugabyteDB will perform implementation, customization, or other professional services for the YugabyteDB Products ("**Professional Services**") as specified in an Order Form. All work product and deliverables from the Professional Services shall be deemed YugabyteDB Products hereunder, unless otherwise expressly agreed by the parties in the applicable Order Form. Customer represents and warrants to YugabyteDB that Customer owns or controls or validly licenses all rights in and to all Customer Data (as defined below) and materials provided by or on behalf of Customer to YugabyteDB pursuant to this Agreement, including without limitation all rights to exploit all such Customer Data and materials worldwide in all media and languages in perpetuity without encumbrance or restriction. Customer grants to YugabyteDB a non-exclusive, non-transferable, worldwide paid-up license to make, use, modify, reproduce, and prepare derivative works of Customer Data and materials for the purpose of performing Professional Services.

## **2. OWNERSHIP**

**2.1. Ownership.** Customer acknowledges that no intellectual property rights in or to the YugabyteDB Products are assigned or otherwise transferred to Customer hereunder. Customer is obtaining only a limited right to access and use the YugabyteDB Products set forth in the applicable Order Form. Customer agrees that YugabyteDB or its licensors own and retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to: (a) the YugabyteDB Products, Documentation, and all related and underlying technology, documentation, and other data and information and (b) any intellectual property YugabyteDB develops hereunder, and any derivatives thereof (individually and collectively, "**YugabyteDB Technology**").

**2.2. Feedback.** In the event Customer or any Customer Affiliate provides YugabyteDB with any suggestions, ideas, improvements, or other feedback with respect to any aspect of the YugabyteDB Products ("**Feedback**"), YugabyteDB shall own such Feedback and Feedback shall be deemed to be YugabyteDB's Confidential Information (as defined below). Customer acknowledges that YugabyteDB may use and allow others to use such Feedback in the YugabyteDB Products or otherwise without restriction and without payment of any kind to Customer.

**2.3. Reservation of IP Rights.** Except as expressly stated, nothing in this Agreement shall be construed to: (a) directly or indirectly grant to a receiving party any title or license to or ownership of a providing party's intellectual property rights in Professional Services, YugabyteDB Products or materials furnished by such providing party; or (b) preclude such providing party from: (i) independently developing, marketing, acquiring, using, licensing, modifying or otherwise freely exploiting products or services that are similar to or related to the Professional Services, YugabyteDB Products or materials provided under this Agreement; (ii) restricting the assignment of persons performing Professional Services; or (iii) using and employing their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as that party complies with confidentiality obligations in this Agreement.

## **3. SUBSCRIPTION TERM, FEES AND PAYMENT**



**3.1. Subscription Term and Renewals.** Unless otherwise terminated as set forth below, each Order Form will have a term as set forth therein (the “**Initial Term**”). Thereafter, each Order Form will automatically renew for successive renewal terms of equal length to the Initial Term (each, a “**Renewal Term**,” and together with the Initial Term, the “**Subscription Term**”) at the same annual rate stated in the Order Form, plus 5% (with such increase to cumulatively compound in each Renewal Term), unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Subscription Term. If no term is stated on an Order Form, the Subscription Term for such Order Form is one (1) year.

**3.2. Fees and Payment.** All fees are as set forth in the applicable Order Form and shall be paid by Customer within thirty (30) days of Customer’s receipt of YugabyteDB’s invoice, unless otherwise specified in the applicable Order Form. Except as otherwise set forth in the applicable Order Form, all fees are due and payable in advance at the start of the applicable Subscription Term (and each Renewal Term). Except as expressly set forth in Sections 5.1 and 7.1, all fees are non-cancelable and non-refundable. Customer is required to pay all applicable sales, use, value-added withholding, or similar taxes or levies relating to its use of the YugabyteDB Products, whether domestic or foreign, other than taxes based on the income of YugabyteDB. If Customer is required to pay withholding taxes, then Customer shall gross-up the payment such that the payment to YugabyteDB, after the tax so charged, will be a sum equal to the amount of the stated invoice value. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).

**3.3. Suspension of Service.** If Customer’s account is ten (10) days or more overdue following notice thereof or if Customer is not in compliance with the license requirements or restrictions set forth in this Agreement, in addition to any of its other rights or remedies, YugabyteDB reserves the right to suspend Customer’s access to the applicable YugabyteDB Product without liability to Customer until such amounts are paid in full or the breach is cured.

#### **4. TERM AND TERMINATION**

**4.1. Term.** This Agreement is effective as of the Effective Date and will continue in effect until terminated as set forth below. The term of each Order Form shall commence on the effective date of such Order Form and will continue in effect for the Subscription Term unless terminated earlier in accordance with Section 3.1 or 4.2.

**4.2. Termination.** Either party may terminate this Agreement with at least five (5) days’ prior written notice if there are no Order Forms then in effect. In addition, either party may terminate this Agreement or any Order Form if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is sufficient in the case of non-payment); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding in any jurisdiction, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). For clarity, termination of this Agreement will automatically terminate all Order Forms and Statements of Work (as defined below).

**4.3. Effect of Termination.** Upon the expiration or termination of this Agreement or any Order Form, (a) Customer shall immediately cease all use of and access to YugabyteDB Products (including all related YugabyteDB Technology) set forth in the applicable Order Form; (b) Customer shall pay all fees and expenses for all applicable Order Forms and Statements of Work as of the date of termination; and (c) each party will return to the other party (or destroy) such other party’s Confidential Information (as defined below). Except as otherwise set forth herein, termination of this Agreement is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

**4.4. Survival.** Sections 1.4, 1.5, 2, 3.2, 4, 5, 6, 7, 8 and 9 hereof, Paragraphs 2, 3, 4, 5 and 7 of Exhibit A, Paragraphs 2, 3, 6 and 7 of Exhibit B, and Paragraphs 1, 2.2, 5.1, 5.3, 6, 7.3, 7.4, 8, and 9 of Exhibit C, shall survive the expiration or termination of this Agreement.



## 5. LIMITED WARRANTY; DISCLAIMER

5.1. **Limited Warranty.** YugabyteDB warrants that the YugabyteDB Products it provides hereunder shall conform in all material respects with the applicable Documentation in and the descriptions in the Order Form for the following periods: (i) in respect of Software, for the period set forth in Paragraph 8 of Exhibit A (Software License Terms); and (ii) in respect of all other YugabyteDB Products, 90 days from first use by Customer. YugabyteDB's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in YugabyteDB's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if YugabyteDB determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole and exclusive remedy and YugabyteDB's entire liability, a refund of any fees Customer has pre-paid for use of YugabyteDB Products or related Professional Services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 5.1 shall not apply: (a) unless Customer makes a claim within the warranty period, (b) if the error was caused by improper installation, misuse, unauthorized modifications or third-party hardware, software, or services, or (c) to YugabyteDB Products provided on a no-charge or evaluation basis.

5.2. **Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, YUGABYTEDB PRODUCTS AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YUGABYTEDB AND ITS SUPPLIERS EACH EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT YUGABYTEDB 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 DATA OR OTHER DATA, WEBSITES, COMPUTERS, OR NETWORKS.

## 6. LIMITATION OF LIABILITY

IN NO EVENT SHALL YUGABYTEDB BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. YUGABYTEDB'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO YUGABYTEDB DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

## 7. INDEMNIFICATION

7.1. **Indemnification by YugabyteDB.** YugabyteDB shall defend Customer from and against any claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising from any infringement of a U.S. patent, copyright, trademark, or other intellectual property right asserted against Customer by a third party based upon Customer's use of YugabyteDB Products in accordance with the terms of this Agreement during the Subscription Term, provided that YugabyteDB shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for YugabyteDB to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); (c) all reasonable and necessary cooperation of Customer; (d) verifiable confirmation that Customer is not in material breach of this Agreement; and (e) verifiable confirmation that Customer is current in payment of all applicable fees prior to the claim. If Customer's use of any YugabyteDB Product is, or in YugabyteDB's opinion is likely to be, impeded due to the type of infringement specified above, or if required by settlement, YugabyteDB may, in its sole and reasonable discretion: (x) substitute substantially functionally similar products or services; (y) procure for Customer the right to continue using YugabyteDB Products; or if (x) and (y) are commercially impracticable, (z) terminate this Agreement and refund to Customer any unused, prepaid fees paid by Customer for the terminated period.

7.2. **Indemnity Exclusions.** The foregoing indemnification obligation of YugabyteDB shall not apply to the extent that the alleged infringement arises from: (1) any modification of the YugabyteDB Products other than by or



on behalf of YugabyteDB; (2) access to or use of any YugabyteDB Product in combination with any hardware, system, software, network, or other products, materials or services not provided by or on behalf of YugabyteDB; (3) use of any YugabyteDB Products in breach of this Agreement; (4) use for a purpose or in a manner for which YugabyteDB Products were not designed, or use after YugabyteDB notifies Customer to cease such use due to a possible or pending claim; (5) any modifications to YugabyteDB Products made by YugabyteDB pursuant to instructions, designs, specifications, or any other information or materials provided to YugabyteDB by or on behalf of Customer; (6) use of any version of Software when an upgrade or a newer iteration of Software made available by YugabyteDB could have avoided the infringement; (7) any data or information which Customer or a third party utilizes in connection with Software; (8) Customer Data or other data or information utilized in connection with the Products; or (9) Open Source Software. SECTIONS 7.1 AND 7.2 SET FORTH YUGABYTE'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

**7.3. Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless YugabyteDB from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim relating to (a) Customer's violation of any laws, regulations, or rights relating to Customer Data (including, without limitation, privacy laws, regulations, or rights), or Customer's breach of Exhibit A, (b) any action taken (or not taken) by Customer based upon use of a YugabyteDB Product, (c) any dispute between Customer and any other user of the YugabyteDB Products, (d) any Claim that the information or materials provided by Customer or its agents for use by YugabyteDB infringe any intellectual property rights; or (e) Customer's breach of this Agreement, gross negligence or willful misconduct. This indemnification obligation is subject to Customer receiving: (x) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (y) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (z) all reasonable and necessary cooperation of YugabyteDB at Customer's expense.

## **8. CONFIDENTIAL INFORMATION**

**8.1. Definition.** "Confidential Information" means any information (however conveyed or presented) disclosed by one party to the other that is marked as confidential or proprietary or that, by its nature, ought reasonably to be understood as confidential or proprietary. All YugabyteDB Technology, performance information relating to the YugabyteDB Products, non-public business and technology information, trade secrets and other business sensitive information and the terms and conditions of this Agreement (including the fees and pricing information) shall be deemed Confidential Information of YugabyteDB without any marking or further designation. Confidential Information does not include Customer Data (as defined in Exhibit B), nor does it include information that the recipient already lawfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient without any reference to or use of Confidential Information, or that was rightfully obtained by the recipient from a third party.

**8.2. Obligations.** Each party shall hold the other party's Confidential Information in confidence and shall not, unless required by law or with the prior written consent of the other party, use or disclose to any third party any Confidential Information except as permitted by Sections 8.3 and 8.4 below. Each party shall keep the other party's Confidential Information under security conditions no less rigorous than those used to protect its own Confidential Information and, in any event, shall exercise reasonable care and precautions for its safe custody. Each party shall take a back-up of its own Confidential Information and shall not be responsible to the other party for any loss or destruction of Confidential Information. The obligations on the recipient in this Section shall remain in force from the date the relevant Confidential Information is disclosed until three (3) years later.

**8.3. Disclosure to Representatives.** Each party may disclose Confidential Information to those of its Affiliates, employees, contractors, and agents ("Representatives") who need to know such information for the purpose of exercising that party's rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it.

**8.4. Mandatory Disclosures.** The recipient may disclose Confidential Information to the extent required by law after providing reasonable notice to the discloser so as to provide that party with an opportunity to protect the



information, and shall limit the disclosure to the minimum that will comply with the order of any applicable authority.

**8.5. Inadequacy of Damages.** The parties acknowledge and agree that the unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing party may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information.

## **9. GENERAL TERMS**

**9.1. Publicity.** YugabyteDB may identify Customer as a customer of the YugabyteDB Products 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.

**9.2. Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that either party may assign this Agreement without such consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 9.2 will be null and void.

**9.3. Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure to perform any obligation is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as epidemics, pandemics, strikes, embargoes, riots, export control regulations, interventions of any government authority, unavailability of raw materials, blockades, wars, acts of terrorism, riots, fires, floods, earthquakes or other natural disasters, or failure or diminishment of power or telecommunications or data networks or services.

**9.4. Subcontractors.** YugabyteDB may use the services of subcontractors for performance of services under this Agreement, provided that YugabyteDB remains responsible for such subcontractors' compliance with the terms of this Agreement.

**9.5. Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**9.6. Severability.** If any provision of this Agreement (or part of it) shall be adjudged by any court of competent jurisdiction to be unenforceable, illegal or invalid, that provision shall be severed from the remainder of the Agreement and the validity, enforceability and legality of the remaining provisions shall not in any way be affected, prejudiced or impaired. The parties shall negotiate in good faith to replace any unenforceable, unlawful or invalid provision with a suitable provision which maintains as far as possible the purpose and effect of this Agreement.

**9.7. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Santa Clara, California), any dispute arising under this Agreement shall be finally settled in binding arbitration. The Judicial Arbitration and Mediation Service, Inc. ("JAMS") will administer the arbitration in accordance with its Comprehensive Arbitration Rules and Procedures (though to the extent JAMS' Expedited Arbitration Procedures are available, they will apply), and the arbitration will be held in Santa Clara, California. Subject to the foregoing provisions of this Section 9.7, the jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Santa Clara, California and both parties hereby submit to the personal jurisdiction of such courts.



9.8. **Notice.** Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next business day delivery service at the address set forth above; or (b) sent by e-mail to the e-mail address notified to the sender in writing. Any notice or communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am local time on the next business day after posting, or at the time recorded by the delivery service; or (iii) if sent by email, upon generation of a receipt notice by the recipient's server or, if no receipt notice is generated, upon delivery to the recipient's server. Neither party may use email as a valid means of serving any notice to terminate this Agreement or to serve on the other party any legal and/or court document including the service, delivery or notification of without prejudice communications, claim form, notice, order, judgment, or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.

9.9. **Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

9.10. **Priority of Terms.** Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g., setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by YugabyteDB).

9.11. **No Third Party Rights.** There are no third party beneficiaries to this Agreement.

9.12. **Export Compliance.** Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning 50% or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States has embargoed goods or imposed trade sanctions.

9.13. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. Each party confirms that if it uses an electronic signature to sign this Agreement it intends to be bound by the terms of this Agreement on the same basis as it would be by using a written signature to sign this Agreement.

9.14. **Entire Agreement.** This Agreement together with the documents referred to herein constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them (whether written or oral), relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

*[Remainder of page intentionally blank]*

## EXHIBIT A

### Installed Software License Terms

This Exhibit A sets forth additional terms governing Customer's purchase of a license to Installed Software.

#### 1. GRANT OF LICENSE

Subject to Customer's compliance with the terms and conditions of this Agreement, YugabyteDB grants Customer a limited, non-exclusive, non-sublicensable and non-transferable license for Customer's Permitted Users to install and use the executable form of the Software made available by YugabyteDB as set forth in the Order Form and any Documentation provided by YugabyteDB for such Software. Customer may make a single copy of the Software for backup purposes, provided that Customer reproduces on it all copyright and other proprietary notices that are on the original copy of the Software. YugabyteDB reserves all rights, title, and interest in and to the Software not expressly granted to Customer in this Agreement.

#### 2. RESTRICTIONS

2.1. Should Customer exceed the Software's licensed capacity (based on the applicable Unit of Measure), Customer shall immediately either (1) purchase additional quantities of Software at the same rates as set forth in the Order Form during the Subscription Term ("Add-On Orders") by submitting a valid purchase order to YugabyteDB for the number of Add-On licenses any Add-On Orders purchased shall be coterminous with the initial Subscription Term or (2) cease such excess usage.

2.2. If Customer upgrades or exchanges the Software from a previous validly licensed version, Customer must cease using all prior versions of the Software and certify cessation of use to YugabyteDB. Customer is responsible for obtaining any software, hardware, or other technology required to operate the Software and complying with any corresponding terms and conditions.

#### 3. OWNERSHIP

The Software is licensed, not sold and YugabyteDB owns all right, title and interest in and to the Software, including all intellectual property rights therein. The Software is protected by United States copyright law and international intellectual property laws. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to Customer.

#### 4. SUPPORT AND MAINTENANCE

YugabyteDB will provide support and maintenance services for the Installed Software as set forth, and updated from time to time, at <https://www.yugabyte.com/support-policy/>.

#### 5. DELIVERY

Software shall be provided by electronic download and deemed to be delivered and accepted, meaning that the Software operates in substantial conformity to the Documentation, upon transmission of a notice of availability for download. Software may be downloaded from [downloads.yugabyte.com](https://downloads.yugabyte.com) or [quay.io](https://quay.io).

#### 6. DATA

YugabyteDB shall not be responsible for unauthorized disclosure of Customer Data stored within Software arising from a data security breach. Customer is solely responsible for all obligations to comply with laws applicable to Customer's Software use, including without limitation any personal data processing. YugabyteDB may collect, use, store and transmit technical and related information about Customer's Software use, including server internet protocol addresses, hardware identification, operating system, application software, peripheral hardware, and Software usage statistics. Customer is responsible for obtaining all consents required to enable YugabyteDB to exercise its confidentiality rights, in compliance with applicable law.

#### 7. AUDIT

For the period set forth in the Order Form, any renewals, and for three years after, Customer shall maintain accurate records regarding its compliance with this Agreement. Upon reasonable notice and not more than once per year, YugabyteDB may audit Customer's Software use to determine such compliance and payment of fees. Customer shall promptly pay additional fees identified by the audit and reimburse YugabyteDB for all audit costs if the audit discloses underpayment by more than 5% in the audited period, or that Customer breached any Agreement term. If required by YugabyteDB and by the method YugabyteDB prescribes, Customer shall provide information to YugabyteDB in connection with its use of the Software. Customer agrees that YugabyteDB may use such information in connection with providing the Software and ensuring compliance with this Agreement.

## 8. WARRANTY

The warranty period for the Software purchased in any Order Form is ninety (90) days starting the first notice of availability of the Software for download.

## 9. SOFTWARE INCLUSIONS/RESTRICTIONS FOR INSTALLED SOFTWARE

9.1. **Inclusions:** YugabyteDB, YugabyteDB AEON Enterprise (Self-Managed) UI, Support Services.

9.2. **Required Software and Hardware** (must be licensed or purchased separately). In a Production Environment:

9.2.1. Minimum of 3 Nodes each with CPU, Memory, Disk, Replication Factor and Supported OS as set forth in the Documentation at <https://docs.yugabyte.com/preview/deploy/checklist/>.

## 9.3. DEFINITIONS

9.3.1. **"CPU Core"** means a logical or virtual central processing unit that can execute computer programs. Yugabyte calculates CPU Cores based on the environment in which the Software operates - in a physical environment "Hyperthreaded" or in a virtual environment "vCPU", which means a unit of virtual processing power configured to a Virtual Machine. Yugabyte recognizes logical cores or vCPUs as a unit of compute for licensing.

9.3.2. **"Disaster Recovery"** means the implementation of business continuity measures that enable data replication—specifically asynchronous replication using xCluster in YugabyteDB—and failover capabilities across at least two fault-tolerant data centers or regions. This ensures that the database remains highly available during data center failures, outages, or other disruptions. The architecture supports both active-active and active-passive deployment models, allowing seamless failover and minimizing downtime, ensuring sustained operational resilience.

9.3.3. **"Hyperthread"** is a technology by which a single physical core is split across two logical cores. In a virtualized or hypervisor computing environment, a CPU Core may be presented as one or more vCPUs. In a public cloud computing environment, a CPU Core is Hyperthreaded and may be presented as one or more vCPUs. In container environments, including Kubernetes, a CPU core may be presented as one or more vCPUs assigned as CPU limit on the container.

9.3.4. **"Non-Production Environment"** means a test environment, development environment, or other environment not used by end users for business or other operations (excluding Disaster Recovery). All Software used in the Non-Production Environment must be licensed under the appropriate EULA.

9.3.5. **"Pod"** means one or more containers representing a single deployable unit of workload. It may consume one or more CPU cores. In YugabyteDB, a single Universe consists of multiple pods and are always deployed as part of Kubernetes Statefulset. A Pod's contents are always co-located, co-scheduled, and run in a shared context. Note: consumption is based on the maximum concurrent use during the Subscription Term.

9.3.6. **"Production Environment"** means an environment used for business or other operations. All Software used in the Production Environment must be licensed under the appropriate End User License Agreement.

9.3.7. **"Replication Factor ("RF")"** is equivalent to the number of nodes where data (rows and partitions) are replicated. Data is replicated to multiple (RF=N) nodes.

9.3.8. **"Virtual Machine ("VM")"** means a software container that can run its own operating system and execute applications, just as a physical computer does.

**EXHIBIT B****Hosted Services Subscription Terms**

This Exhibit B sets forth additional terms governing Customer's access to and use of the Hosted Services.

**1. ACCESS TO SERVICES**

Customer may access and use the Hosted Services offered at <https://cloud.yugabyte.com> on a non-exclusive, non-sublicensable and non-transferable basis, only in accordance with the terms and conditions of this Agreement, the applicable Order Form, and any Documentation provided by YugabyteDB for such Hosted Services set forth at <https://docs.yugabyte.com/latest/yugabyte-cloud/>.

**2. RESTRICTIONS**

Except as expressly specified in this Agreement, Customer shall not, and shall not allow any third party (including any Permitted Users) to: (a) use the Hosted Services for high risk activities such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of Hosted Service could lead to death, personal injury, or environmental damage; (b) store, process, or transmit (i) protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, supplemented or otherwise, (ii) payment cardholder information or other information subject to Payment Card Industry (PCI) Data Security Standard requirements as amended, supplemented or otherwise, or (iii) any other information for which storage, processing or transmission would be prohibited under applicable law or would require the parties to enter into any other agreement under applicable law; (c) store, process, or transmit any Customer Data that is controlled for export under export control laws; (d) circumvent any Hosted Services security measures or perform any security testing meant to uncover weaknesses in YugabyteDB Products; (e) use the Hosted Services on behalf of or for the benefit of any entity or person who is prohibited from using the Hosted Services by applicable laws or regulations; or (f) use the Hosted Services in violation of the Acceptable Use Policy. "Acceptable Use Policy" means (1) the policy available at <https://www.yugabyte.com/yugabyte-cloud-acceptable-use-policy/>, (2) if Customer chooses Amazon Web Services (AWS) as the underlying database, the AWS terms available at <http://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> (and for (1)-(4), any successor or related designated sites, as updated from time to time).

**3. CUSTOMER DATA**

**3.1. General.** "Customer Data" means information, data, and other content, in any form or medium, that is downloaded, or otherwise received, directly or indirectly (including via a third-party provider), from Customer (including from any Permitted Users on Customer's behalf) by or through the Hosted Services or provided by Customer to YugabyteDB to input into the Hosted Services. Customer represents and warrants to YugabyteDB that Customer's use of the Hosted Services and all Customer Data is and will be always compliant with Customer's privacy policies and all applicable local, state, federal and international laws, regulations, and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data (including Personal Data (as defined in the DPA)). Customer further represents and warrants that neither it nor any Permitted Users will upload to the Hosted Services any Customer Data that (a) infringes, misappropriates or otherwise violates the intellectual property rights of any third party or any rights of publicity or privacy; (b) 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); (c) is defamatory, trade libelous, or unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) 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. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to YugabyteDB that Customer has sufficient rights in the Customer Data to grant the rights granted to YugabyteDB in Section 3.2 below and that the Customer Data does not infringe or otherwise violate the rights of any third party.

**3.2. Rights in Customer Data.** As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Customer hereby grants to YugabyteDB a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy store, transmit, modify, and display the Customer Data to: (a) provide the Hosted Services to Customer; and (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice).

**3.3. Customer Data.** At any time before or within thirty (30) days after termination or expiration of this Agreement, Customer may download Customer Data from the Hosted Services. Customer acknowledges that if Customer or any Permitted User deletes Customer Data from the Hosted Services, such Customer Data may still reside in YugabyteDB's systems, applications, databases, and servers (including, without limitation, as backups and/or archives). Customer acknowledges that the foregoing actions during any Subscription Term may have an adverse impact on Customer's use of the Hosted Services (and YugabyteDB is not liable with respect thereto).

**3.4. Customer Obligations.** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all other information, instructions and materials provided by or on behalf of Customer or any Permitted Users in connection with its access to or use of the Hosted Service; (c) 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 Permitted Users ("**Customer Systems**"); (d) all access to and use of the Hosted Service or other YugabyteDB Technology directly or indirectly by or through the Customer Systems or its or its Permitted 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; (e) complying with all applicable laws regarding the use and processing of Customer Data; and (f) taking all steps to maintain appropriate security, protection and backup of Customer Data.

#### **4. DE-IDENTIFIED DATA**

YugabyteDB may create and use de-identified data related to Customer's use of the Hosted Services to improve YugabyteDB's products and services, to develop new products and services, and for its other business purposes (and such de-identified data will be owned by YugabyteDB).

#### **5. THIRD PARTY APPLICATION SERVICE PROVIDERS**

Customer may be able to access and use certain optional third-party services or products (e.g., a third-party service that integrates with YugabyteDB via opt-in, or uses YugabyteDB's APIs) through or with its use of the Hosted Services ("**Third-Party Services**"). Customer is under no obligation to use any Third-Party Services. IF CUSTOMER USES ANY THIRD-PARTY SERVICES, YUGABYTEDB WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. YUGABYTEDB DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT YUGABYTEDB WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY PERMITTED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

#### **6. SECURITY**

YugabyteDB shall use reasonable physical, technical, and administrative procedures designed to protect, safeguard, and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and YugabyteDB will choose these safeguards based on the sensitivity of the information that is collected, processed, and stored and the current state of applicable technology.

#### **7. DATA PROCESSING**

To the extent that YugabyteDB processes any data which is defined as "personal data," "personal information," or "sensitive data" in the General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") or the California Consumer Privacy Act of 2018, as amended ("**CCPA**") (collectively, "**Personal Data**"), YugabyteDB shall do so in compliance with its privacy policy at <https://www.yugabyte.com/privacy-policy/>, which is incorporated herein by reference. If the Personal Data that YugabyteDB processes relates to individuals who are data subjects entitled to the rights GRANTED under GDPR, Customer agrees that YugabyteDB does so as a data processor as defined in GDPR.

If the Personal Data that YugabyteDB processes relates to individuals who are California residents, and Customer is subject to CCPA, Customer agrees that YugabyteDB does so as a service provider as defined in CCPA. The Hosted Service is a shared responsibility between the third party cloud service provider selected by Customer from available options (“**Cloud Provider**”), YugabyteDB, and Customer. Under the shared responsibility model, YugabyteDB implements 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 the Hosted Services. It is Customer’s responsibility to evaluate Hosted Services security and determine whether their data can be stored in Hosted Services. The parties agree that the DPA available at: <https://www.yugabyte.com/yugabyte-cloud-data-processing-addendum/> forms part of this Agreement, and in the event of any conflict between YugabyteDB’s privacy policy and a DPA, the DPA shall govern.

#### **8. SUPPORT AND MAINTENANCE**

YugabyteDB will provide support and maintenance services for the HOSTED Services as set forth at <https://www.yugabyte.com/yugabyte-cloud-support-services-terms-and-conditions/>.

#### **9. ACCEPTABLE USE POLICY**

All Customer use of Hosted Services shall be in compliance with the YugabyteDB Aeon Acceptable Use Policy set forth at: <https://www.yugabyte.com/yugabyte-cloud-acceptable-use-policy/>.

#### **10. SERVICE LEVEL AGREEMENT**

YugabyteDB will make commercially reasonable efforts to provide the Hosted Services in accordance with the availability, service credit, and other terms set forth at <https://www.yugabyte.com/yugabyte-cloud-service-level-agreement/>.

#### **11. CHANGES**

YugabyteDB may change or discontinue the Hosted Services or components thereof at its sole discretion. YugabyteDB will provide Customer prior notice if of any modifications that have a material adverse effect on the functionality of the Hosted Services, 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.

*[Remainder of page intentionally blank]*

**EXHIBIT C**  
**Combined Product License Terms**

This Exhibit C sets forth additional terms governing Customer's purchase of a license to create and provide Combined Products (as defined below) to third parties for Licensed Use (as defined below) as set forth in an Order Form. This Exhibit C shall be implemented through one or more Order Forms that set forth the scope of the Licensed Use for each such Order Form. Each Order Form shall set forth the Fees for such Licensed Use, and certain other terms as applicable. Absent the execution of an Order Form, this Exhibit does not, in and of itself, grant any license or other rights to use the Combined Products. To become effective, an Order Form, and any modifications or amendments thereto, must be signed by an authorized representative of each party.

**1. ADDITIONAL DEFINITIONS**

- 1.1. **"Combined Product(s)"** means the Software bundled with the Customer Software.
- 1.2. **"Customer Software"** means the Customer solution identified in the applicable Order Form.
- 1.3. **"End User"** means an entity, including any Customer Affiliate or individual that licenses, accesses, or otherwise benefits from the features and functionality of the Combined Product from Customer for its internal use.
- 1.4. **"End User License Agreement" or "EULA"** means a written agreement between Customer and an End User that sets forth the terms and conditions upon which the End User may use the Combined Product, which contains terms and conditions substantially similar to, and in any event no less protective of YugabyteDB and the Software, than the terms and conditions set forth at <https://www.yugabyte.com/eula/>.
- 1.5. **"Licensed Use"** means the right of Customer, or its authorized reseller, subject to an Order Form that identifies the specific use case below, to offer the Combined Product for sale or use to an End User as follows:
  - 1.5.1. **"Hosted YugabyteDB Aeon Enterprise (Self-Managed)"** means Customer's provision of a Customer-managed YugabyteDB Aeon Enterprise (Self-Managed)-as-a-service offering (Combined Product) to its End Users on a hosted basis; and/or
  - 1.5.2. **"Installed Combined Product"** means Customer's provision of a customer-built solution with the Software as an embedded component (Combined Product) to its End Users for use by the End User in the End User's public or private cloud or data center.
- 1.6. **"Territory"** means U.S.A.

**2. LICENSES**

**2.1. License and Order.**

- 2.1.1. **License to Create the Combined Product.** Subject to the terms and conditions of the Agreement (including this Exhibit) and the applicable Order Form, YugabyteDB hereby grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, revocable license in the Territory (except where prohibited by law) to: (a) obtain and make back-up copies of original copies of the Software from YugabyteDB in order to reproduce the Software solely for purposes of creating the Combined Product, (b) bundle the Software with the Customer Software solely for the purposes of providing the Combined Product to Customers pursuant to this Exhibit; and (c) make back-up copies of the Combined Product and/or testing the performance thereof.
- 2.1.2. **License to Provide Combined Product as a Hosted YugabyteDB Aeon Enterprise (Self-Managed)-as-a-Service.** Subject to the terms and conditions of the Agreement (including this Exhibit) and the applicable Order Form, YugabyteDB hereby grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, revocable license in the Territory (except where prohibited by law) to make each Combined Product available to End Users, solely as an indivisible component of the Combined Product, over the internet on a hosted basis, up to the maximum licensed capacity, or subject to the royalty model, as described in the applicable Order Form, provided that Customer enters into an End User License Agreement with each End User.
- 2.1.3. **License to Provide Combined Product as an Installed Combined Product.** Subject to the terms and conditions of the Agreement (including this Exhibit) and the applicable Order Form, YugabyteDB hereby grants

Customer, during the Subscription Term, a non-exclusive, non-transferable, revocable license in the Territory (except where prohibited by law) to promote, market, sublicense and distribute the Software, in object code form only, to End Users solely as an indivisible component of the Combined Product, provided that Customer enters into an End User License Agreement with each End User. Software licenses and license components may not be transferred between, re-used by, or used for multiple End Users (for clarification, each End User must purchase its own license). Customer shall use commercially reasonable efforts to enforce the End User License Agreement(s) and shall promptly notify YugabyteDB of any known breaches of the End User License Agreement(s).

**2.1.4. License to Documentation.** Subject to the terms and conditions of this Agreement (including this Exhibit) and the applicable Order Form, YugabyteDB hereby grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, sub-licensable, revocable license in the Territory (except where prohibited by law) to use the Documentation to the extent, and in such form and quantity, as is reasonably necessary to support Customer's use of the Software in a manner **consistent** with the licenses granted to Customer in this Section 2 and as described in the applicable Order Form.

**2.1.5. Reporting.** Customer shall report its use of the Software to provide the Combined Product as set forth in the Order Form and shall pay all corresponding fees as set forth in the applicable Order Form and this Exhibit.

**2.1.6. Ownership.** The Software is licensed, not sold and YugabyteDB owns all right, title and interest in and to the Software, including all intellectual property rights therein. The Software is protected by United States copyright law and international intellectual property laws. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to Customer.

**2.1.7. Delivery.** Software shall be provided by electronic download and deemed to be delivered and accepted, meaning that the Software operates in substantial conformity to the Documentation, upon transmission of a notice of availability for download. Software may be downloaded from Replicated.com or direct S3 links. For Kubernetes, Quay.io is the container image registry.

**2.1.8. Data.** YugabyteDB shall not be responsible for unauthorized disclosure of Customer's or End Users' data stored within Software arising from a data security breach. Customer is solely responsible for all obligations to comply with laws applicable to Customer's Software use, including without limitation any personal data processing. YugabyteDB may collect, use, store and transmit technical and related information about Customer's and End Users' Software use, including server internet protocol addresses, hardware identification, operating system, application software, peripheral hardware, and Software usage statistics. Customer is responsible for obtaining all consents required to enable YugabyteDB to exercise its confidentiality rights, in compliance with applicable law.

**2.2. Restrictions.** Except as expressly permitted under the Agreement and/or the applicable Order Form, this Exhibit in no way constitutes a license to use, sell, lease, license, copy (except for reasonable archive purposes), reproduce, sublicense, or distribute the Software, Combined Product, or Documentation or any portion thereof. Customer shall not, and shall not permit any third party to use a copy of the Software for Customer's own internal business purposes; deliver to End Users any additional copies of the Software for use; or make any promises, statements or warranties (a) for or on behalf of YugabyteDB, or which a third party might reasonably believe are being made for or on behalf of YugabyteDB, (b) upon which any third party may rely with respect to the Software (other than, in the case of this Section (b) only, statements that are consistent in all material respects with the then current Documentation). Customer is responsible for obtaining and complying with any corresponding terms and conditions of any software, hardware, other technology, and third-party licenses necessary or useful for the operation of the Combined Product (including any YugabyteDB-supported third-party operating system upon which the Customer or an End User uses the Combined Product) and the operation of the Software. Other than applications or software required for the operation of, or are otherwise an integral part of, the Combined Product as identified in the applicable Order, Customer shall not include any independent applications or software in the Combined Product or on the same host machine(s) as the Combined Product. In all marketing, sale, and distribution of the Combined Product, Customer shall refer to, and price, the Combined Product as a single product, and Customer shall not list the Software as a separate product or otherwise provide or disclose a separate price for the Software. Should Customer exceed the Software's licensed capacity (based on the applicable Unit of Measure), Customer shall immediately either (1) purchase additional quantities of Software at the same rates as

set forth in the Order Form during the Subscription Term (“Add-On Orders”) by submitting a valid purchase order to YugabyteDB for the number of Add-On licenses [any Add-On Orders purchased shall be coterminous with the initial Subscription Term] or (2) cease such excess usage.

### **3. SUPPORT AND MAINTENANCE**

3.1. YugabyteDB will provide Customer support and maintenance services for the Software as set forth at <https://www.yugabyte.com/support-policy/>.

3.2. Customer shall provide support services to End Users that are at least commensurate to the support and maintenance services YugabyteDB provides to Customer pursuant to Section 3.1. For clarity, unless otherwise expressly agreed in the applicable Order Form, as between the parties, Customer shall be solely responsible for, and YugabyteDB shall be under no obligation to provide, support and maintenance services directly to End Users.

### **4. RESELLERS**

4.1. Customer may appoint authorized resellers (each, a “**Reseller**”); provided, however, that Customer represents and warrants that it shall execute with each Reseller terms and conditions as restrictive and protective of YugabyteDB rights, title and interests as provided herein and as more specifically set forth in the applicable Order Form(s). In the event a Reseller is in material breach of a written agreement between Customer and Reseller and such breach is also a material breach of this Exhibit, Customer shall ensure that its Reseller cures the relevant breach. In the event Customer fails to execute a Reseller agreement with its Reseller, Customer shall indemnify YugabyteDB for any actual direct damages resulting from a breach of the terms and conditions of this Exhibit caused by the acts or omissions of such Reseller.

4.2. Customer shall list any Resellers in the applicable order and Customer shall cooperate with any commercially reasonable request by YugabyteDB for information regarding any Reseller, including any request by YugabyteDB for information required to establish the identity, ownership, reputation, or credit-worthiness of any Reseller.

### **5. PRICING; PAYMENT; TAXES; RECORDS AND AUDIT RIGHTS**

5.1. **Payment.** YugabyteDB shall issue invoices as specified in the applicable Order Form and Customer shall pay such invoices in accordance with Section 3.2 of the Agreement.

5.2. **End User Pricing.** Customer is free to unilaterally determine its own prices for the Combined Product. No employee or representative of YugabyteDB or anyone else has any authority to determine or otherwise restrict Customer’s End User pricing for the Combined Product.

5.3. **Audits.** For the period set forth in the Order Form, any renewals, and for three years after, Customer shall maintain accurate records regarding its compliance with this Agreement. Upon reasonable notice and not more than once per year, YugabyteDB may audit Customer’s and End Users’ Software use to determine such compliance and payment of fees. Customer shall promptly pay additional fees identified by the audit and reimburse YugabyteDB for all audit costs if the audit discloses underpayment by more than 5% in the audited period, or that Customer breached any Agreement term. If required by YugabyteDB and by the method YugabyteDB prescribes, Customer shall provide information to YugabyteDB in connection with its and End Users’ use of the Software. Customer agrees that YugabyteDB may use such information in connection with providing the Software and ensuring compliance with this Agreement.

### **6. NON-EXCLUSIVE LICENSEE**

Customer acknowledges that (i) YugabyteDB currently markets, distributes, and licenses the Software, directly and indirectly, including through other third-party companies and original equipment manufacturers, and (ii) this Exhibit in no way limits or precludes YugabyteDB from (and YugabyteDB reserves all rights with respect to) continuing such marketing, distribution and licensing activity or engaging in other activities related to the Software. YugabyteDB further reserves the right to enter into additional arrangements or agreements relating to the Software with third parties, including but not limited to End Users, other end users, dealers, distributors, system integrators, and value-added resellers.

### **7. TRADEMARKS**

**7.1. License.** Subject to Customer's compliance with this Agreement (including this Exhibit), YugabyteDB grants Customer, during the applicable Subscription Term (as defined below), a non-transferable, revocable, non-exclusive right to use YugabyteDB's trademarks identified in the Order Form ("**Trademarks**"), for the sole purpose of identifying the Software in Customer's documentation related to the installation, operation, or maintenance of the Combined Product, and in connection with the marketing, sale and distribution of the Combined Product. Customer shall (i) cooperate with YugabyteDB in facilitating YugabyteDB's monitoring and control of Customer's use of the Trademarks, including with respect to the nature and quality of the materials in which Customer uses the Trademarks, (ii) upon request, provide YugabyteDB with specimens of Customer's use of the Trademarks, and (iii) comply with any instructions of YugabyteDB in relation to such use, including, if so requested by YugabyteDB, submitting any proposed use of the Trademarks to YugabyteDB for review and approval prior to public use or dissemination of materials reflecting such use.

**7.2. Use of Trademarks by Customer.** YugabyteDB reserves the right to specify, from time to time, the format in which Customer shall use and display the Trademarks, and Customer shall only use or display the Trademarks in a format so specified by YugabyteDB. Customer's use of the Trademarks must comply with YugabyteDB's trademark usage guidelines provided from time to time by YugabyteDB in its sole discretion. In all marketing, sale, and distribution of the Combined Product (including, but not limited, to websites where access to the Combined Solution is provided), Customer will use the tagline "Powered by YugabyteDB" (the "**Tagline**"), for example, "Powered by YugabyteDB" immediately following the first use of the name of the Combined Solution. A hyperlink to <http://www.YugabyteDB.com> must pop-up when the End User's mouse is hovered over the Tagline. The Trademarks and Tagline must not appear near or next to competing logos or logos that would cause undue confusion in the relevant marketplace.

**7.3. Trademark Restrictions.** Except as otherwise set forth in this Exhibit, Customer is prohibited from any use of YugabyteDB's current and future trademarks and service marks. Customer shall not use the Trademarks in any way that will disparage YugabyteDB or its products or services, injure YugabyteDB's reputation for providing high quality products and services, or otherwise diminish or damage YugabyteDB's goodwill in its Trademarks. Other than as expressly set forth herein, Customer may not use the Trademarks in any manner that would indicate, or could be interpreted as, endorsement or sponsorship by YugabyteDB of any product or service offered by Customer or any third party, and Customer shall not adopt, use, or register in any jurisdiction, whether as a corporate name, trademark, service mark or other indication of origin, the Trademarks or any word or mark confusingly similar to the Trademarks.

**7.4. Ownership of Trademarks.** Customer acknowledges, and shall not contest, the validity of the Trademarks and YugabyteDB's sole ownership thereof. Notwithstanding Customer's right to use the Trademarks as specified herein, YugabyteDB shall retain all right, title and interest in and to its Trademarks. If in the course of exercising its right to use the Trademarks as specified herein, Customer acquires any goodwill in the Trademarks, all such goodwill shall automatically vest in YugabyteDB without any separate action, payment or other consideration of any kind. To the extent such goodwill does not automatically vest in YugabyteDB by operation of law, Customer hereby assigns all right, title and interest in and to such goodwill to YugabyteDB free from all encumbrances.

## **8. CONDUCT**

Customer shall represent the Software and the Combined Product accurately and shall not engage in deceptive, misleading or unethical practices that are or might be detrimental to YugabyteDB, the Software, the Combined Product, or any third party, and otherwise shall conduct its business in its own name and in such a manner as will reasonably be expected to reflect favorably at all times on the Software, the Combined Product, and the good name, goodwill and reputation of YugabyteDB.

## **9. INDEMNIFICATION BY CUSTOMER**

Customer shall defend YugabyteDB against any third party claim (i) arising out of Customer's acts or omissions in the performance of services related to the Combined Product or (ii) that the use or disposition of the Combined Product, whether standalone or in combination with the Software or third party products, either infringes any patent, copyright, trademark or other intellectual property right of such third party, or misappropriates any trade secret (but only to the extent such misappropriation is not a result of YugabyteDB's actions) of such third party,



under the laws of any country that is part of the Territory (a “Combined Product Infringement Claim”), and indemnify and hold harmless YugabyteDB from all resulting and related losses, liabilities, damages, costs and expenses (including reasonable legal fees). YugabyteDB agrees to: (a) promptly provide Customer with notice of such Combined Product Infringement Claim, provided that a failure by YugabyteDB to provide such prompt notice shall relieve Customer of its indemnification obligations only to the extent that such failure prejudices Customer, (b) allow Customer sole control over the defense thereof and related settlement negotiations, and (c), reasonably cooperate (at Customer’s expense) in response to a Customer request for assistance. Customer may not settle or compromise any Combined Product Infringement Claim without the prior written consent of YugabyteDB. Customer will not enter any settlement or compromise admitting liability on YugabyteDB’s behalf or which requires YugabyteDB to pay monetary damages, without YugabyteDB’s prior approval.

*[Remainder of page intentionally blank]*



**SAMPLE OF ORDER FORM NO. \_\_ TO EXHIBIT C  
(Combined Product Order Form)**

This Order Form No. 1 (this “**Order Form**”) is entered into effective as of [REDACTED], 20[REDACTED] (“**Order Form Effective Date**”) by and between YugabyteDB, Inc. (“**YugabyteDB**”) and [REDACTED] (“**Customer**”), and is entered into under and forms part of the Master Ordering Agreement between YugabyteDB and Customer dated [REDACTED], 20[REDACTED], (the “**Agreement**”). Capitalized terms not defined in this Order Form have the meanings given in the Agreement. The parties agree as follows. In the event of a conflict between a term or condition in the Agreement and a term or condition herein, the terms and conditions in this Order Form # [REDACTED] shall control with regard solely to the subject matter of this Order Form.

**1. LICENSE FOR:**

[INSERT SPECIFIC USE CASE(S) FROM AGREEMENT AND/OR EXHIBIT C SECTION 2.1]

**2. DESCRIPTION OF COMBINED PRODUCT AND DIAGRAM**

2.1. [INSERT WRITTEN DESCRIPTION OF CUSTOMER SOFTWARE] The Customer Software includes, at a minimum, Customer’s applications, associated system, or software that enables Customer’s applications, and any associated hardware combined with the Customer Solution.

2.2. [INSERT WRITTEN DESCRIPTION OF COMBINED PRODUCT]

2.3. [INSERT DIAGRAM]

2.4. If Customer makes material changes, updates or upgrades to the design or operation of the Combined Product as described in this Section 2, Customer shall submit to YugabyteDB, within a period not to exceed 30 days after making such changes, updates or upgrades available to Customer’s customers, a revised version of the documentation reflecting such changes or updates/upgrades.

**3. SOFTWARE ORDER**

This Order Form shall commence on the Start Date identified below and continue in effect during the Initial Term identified below, unless earlier terminated in accordance with the Agreement. All fees are non-cancelable and non-refundable and payable in advance in accordance with the identified payment schedule, unless otherwise set forth below.

Is a Purchase Order (“**PO**”) required? (Customer to complete): ☐ No ☐ Yes. If a PO is required, Customer must submit it to YugabyteDB concurrently with the executed copy of this Order Form.

Upon YugabyteDB’s receipt of the Order Form or Order Form/PO (if required), YugabyteDB shall provide Customer the Software by electronic download or electronic access, as applicable.

|                                  |                                                 |
|----------------------------------|-------------------------------------------------|
| <b>CUSTOMER CONTACT</b>          | [NAME, EMAIL]                                   |
| <b>CUSTOMER BILLING CONTACT</b>  | [NAME, EMAIL]                                   |
| <b>BILL-TO ADDRESS</b>           | [INSERT ADDRESS]                                |
| <b>SOFTWARE DELIVERY CONTACT</b> | [NAME, EMAIL]                                   |
| <b>SHIP-TO ADDRESS</b>           | [INSERT ADDRESS]                                |
| <b>MARKETPLACE INFO</b>          | [Marketplace Name] : [Customer User Billing ID] |

1.1. **Customer Details**

1.2. **Order Details**

|                                                           |                                                                   |
|-----------------------------------------------------------|-------------------------------------------------------------------|
| <b>SOFTWARE NAME</b>                                      | YugabyteDB Aeon                                                   |
| <b>YUGABYTEDB AEON PLAN</b>                               | <input type="checkbox"/> Enterprise                               |
| <b>YUGABYTEDB AEON DEPLOYMENT MODEL (Enterprise only)</b> | <input type="checkbox"/> BYOC - Self Managed (Installed Software) |
| <b>ORDER FORM EFFECTIVE DATE</b>                          | ____, 20__                                                        |
| <b>START DATE</b>                                         | ____, 20__                                                        |
| <b>INITIAL TERM</b>                                       | ____ year(s) from the Start Date                                  |
| <b>TERRITORY</b>                                          | Country or countries in which Customer has been invoiced.         |

### 1.3. Subscription Model.

1.3.1. By this Order Form, Customer is purchasing Software at the prices indicated in Table 1 for deployment in the Combined Product only. The Software identified in Table 1 may include any versions that are Generally Available (“GA”) during the Subscription Term. Products include the GA features available as of the Order Effective Date and during the Subscription Term.

1.3.2. **Software Fees** (exclusive of applicable taxes)

| SKU                                      | UNIT OF MEASURE | SUBSCRIPTION TERM                       | QUANTITY | PRICE/UNIT/ YEAR | TOTAL SW FEES (USD) |
|------------------------------------------|-----------------|-----------------------------------------|----------|------------------|---------------------|
| YugabyteDB Aeon<br>xxxxxxxx - Production | vCPU            | 09/XX/2024 to<br>09/XX/2025<br>(1 year) | XXX      | \$xxxxxx         | \$xxx,xxx           |
| YugabyteDB Aeon<br>xxxxxxxx - Non Prod   | vCPU            | 09/XX/2024 to<br>09/XX/2025<br>(1 year) | XXX      | \$xxxxxx         | \$xxx,xxx           |
| Add year 2 & 3 as<br>necessary           |                 |                                         |          |                  |                     |
|                                          |                 |                                         |          |                  | <b>\$xxx,xxx</b>    |

1.3.3. **Payment Schedule** [please choose Annual or Quarterly and delete the other]

#### Annual:

- Software Fees are invoiced annually in advance commencing with the Start Date.
  - Invoice 1 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 2 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 3 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 4 – [INSERT DATE HERE AND AMOUNT]

#### Quarterly

- Software Fees are invoiced quarterly in advance commencing with the Start Date as follows:
  - Invoice 1 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 2 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 3 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 4 – [INSERT DATE HERE AND AMOUNT]

#### 4. TRUE-UP ORDERS

4.1. If Customer exceeds the licensed amount in any Calendar Quarter, Customer will purchase additional Software licenses at the prices and minimum amounts set forth in Table 2 (“True Up Order”).

4.2. The True Up Order subscription will start at the beginning of that Calendar Quarter and shall be co-terminus with the end of the Subscription Term. Customer may submit a True Up Order to YugabyteDB pursuant to an Order Form True Up Order. Customer must submit a valid purchase order to YugabyteDB for the total Subscription Fees set forth in the applicable Order Form.

| TABLE 2      |                 |          |                          |                   |      |
|--------------|-----------------|----------|--------------------------|-------------------|------|
| PRODUCT NAME | UNIT OF MEASURE | QUANTITY | ORDER TERM               | PRICE /UNIT /YEAR | FEES |
|              |                 |          | MM/DD/YYYY to MM/DD/YYYY |                   |      |
|              |                 |          |                          |                   |      |
| Total        |                 |          |                          |                   |      |

#### 5. REPORTING

Within 15 days after the end of each calendar period of January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31, Customer shall deliver to YugabyteDB at [salesops@yugabyte.com](mailto:salesops@yugabyte.com) and [accounts-receivable@yugabyte.com](mailto:accounts-receivable@yugabyte.com) a Report containing the following information (not including limited time demonstrations): (1) the total number of units of Software deployed by Customer; (2) the total number of Combined Products licensed by Customer during the Calendar Quarter and duration of subscription by End User; (3) names and addresses of End Users; and (4) [INSERT ADDITIONAL REPORTING METRICS AS AGREED]. Customer agrees to hold quarterly business reviews with YugabyteDB to discuss Customer’s sales pipeline for the Combined Product.

#### 6. TRADEMARKS

Trademarks include YUGABYTE.

#### 7. AUTHORIZED RESELLERS

[LIST].

#### 8. DELIVERY INFORMATION

Software shall be provided by electronic download and deemed to be delivered and accepted, meaning that the Software operates in substantial conformity to the Documentation, upon transmission of a notice of availability for download. Software may be downloaded from Replicated.com or direct S3 links. For Kubernetes, Quay.io is the container image registry.

#### 9. DATA PROCESSING ADDENDUM

The Parties [DO/DO NOT] require a data processing addendum to be executed in connection with this Order.

#### 10. ADDITIONAL TERMS APPLICABLE TO INSTALLED SOFTWARE

10.1. **Inclusions:** YugabyteDB, YugabyteDB Aeon Enterprise (Self-Managed) UI, Support Services.

10.2. **Required Software and Hardware** (must be licensed or purchased separately). In a Production Environment:

10.2.1. Minimum of 3 Nodes each with CPU, Memory, Disk, Replication Factor and Supported OS as set forth in the Documentation at <https://docs.yugabyte.com/preview/deploy/checklist/>.

### 10.3. Definitions.

10.3.1. **"CPU Core"** means a logical or virtual central processing unit that can execute computer programs. Yugabyte calculates CPU Cores based on the environment in which the Software operates - in a physical environment "Hyperthreaded" or in a virtual environment "vCPU", which means a unit of virtual processing power configured to a Virtual Machine. Yugabyte recognizes logical cores or vCPUs as a unit of compute for licensing.

10.3.2. **"Disaster Recovery"** means the implementation of business continuity measures that enable data replication—specifically asynchronous replication using xCluster in YugabyteDB—and failover capabilities across at least two fault-tolerant data centers or regions. This ensures that the database remains highly available during data center failures, outages, or other disruptions. The architecture supports both active-active and active-passive deployment models, allowing seamless failover and minimizing downtime, ensuring sustained operational resilience.

10.3.3. **"Hyperthread"** is a technology by which a single physical core is split across two logical cores. In a virtualized or hypervisor computing environment, a CPU Core may be presented as one or more vCPUs. In a public cloud computing environment, a CPU Core is Hyperthreaded and may be presented as one or more vCPUs. In container environments, including Kubernetes, a CPU core may be presented as one or more vCPUs assigned as CPU limit on the container.

10.3.4. **"Non-Production Environment"** means a test environment, development environment, or other environment not used by end users for business or other operations (excluding Disaster Recovery). All Software used in the Non-Production Environment must be licensed under the appropriate EULA.

10.3.5. **"Pod"** means one or more containers representing a single deployable unit of workload. It may consume one or more CPU cores. In YugabyteDB, a single Universe consists of multiple pods and are always deployed as part of Kubernetes Statefulset. A Pod's contents are always co-located, co-scheduled, and run in a shared context. Note: consumption is based on the maximum concurrent use during the Subscription Term.

10.3.6. **"Production Environment"** means an environment used for business or other operations. All Software used in the Production Environment must be licensed under the appropriate End User License Agreement.

10.3.7. **"Replication Factor ("RF")"** is equivalent to the number of nodes where data (rows and partitions) are replicated. Data is replicated to multiple (RF=N) nodes.

10.3.8. **"Virtual Machine ("VM")"** means a software container that can run its own operating system and execute applications, just as a physical computer does.

Accepted and agreed to as of the Order Form Effective Date by the authorized representative of each party:

| CUSTOMER     | YUGABYTEDB   |
|--------------|--------------|
| Signature:   | Signature:   |
| Print Name:  | Print Name:  |
| Print Title: | Print Title: |
| Date:        | Date:        |



**MASTER ORDERING AGREEMENT ORDER NO. \_\_\_\_**

This Order Form No. **X** (this “**Order Form**”) is entered into effective as of **\_\_\_\_**, 20**\_\_\_\_** (“**Order Form Effective Date**”) by and between YugabyteDB, Inc. (“**YugabyteDB**”) and **\_\_\_\_**. (“**Customer**”), and is entered into under and forms part of the Master Ordering Agreement between YugabyteDB and Customer dated **\_\_\_\_**, 20**\_\_\_\_**, (the “**Agreement**”). Capitalized terms not defined in this Order Form have the meanings given in the Agreement. The parties agree as follows:

[ALTERNATIVE]: ..... and is entered into under and Master Ordering Agreement between YugabyteDB and Customer available at <https://www.yugabyte.com/legal/masterorderingagreement/> (“**Agreement**”). In the event of a conflict between a term or condition of the Order Form and that of the Agreement, the terms of this Order Form shall control. Capitalized terms not defined in this Order Form have the meanings given in the Agreement. The parties agree as follows:

**1. SOFTWARE ORDER**

The Software license shall commence on the Subscription Start Date identified below and continue in effect during the Initial Term identified below, unless earlier terminated in accordance with the Agreement. All fees are non-cancelable and non-refundable and payable in advance in accordance with the identified payment schedule, unless otherwise set forth below.

Is a Purchase Order (“**PO**”) required? (Customer to complete): ☐ No ☐ Yes. If a PO is required, Customer must submit it to YugabyteDB concurrently with the executed copy of this Order Form.

Upon YugabyteDB’s receipt of the Order Form or Order Form/PO (if required), YugabyteDB shall provide Customer the Software by electronic download or electronic access on the Subscription Start Date, as applicable.

|                                  |                                                 |
|----------------------------------|-------------------------------------------------|
| <b>CUSTOMER CONTACT</b>          | [NAME, EMAIL]                                   |
| <b>CUSTOMER BILLING CONTACT</b>  | [NAME, EMAIL]                                   |
| <b>BILL-TO ADDRESS</b>           | [INSERT ADDRESS]                                |
| <b>SOFTWARE DELIVERY CONTACT</b> | [NAME, EMAIL]                                   |
| <b>SHIP-TO ADDRESS</b>           | [INSERT ADDRESS]                                |
| <b>MARKETPLACE INFO</b>          | [Marketplace Name] : [Customer User Billing ID] |

**1.1. Customer Details**

**1.2. Order Details**

|                                                                              |                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SOFTWARE NAME</b>                                                         | YugabyteDB Aeon                                                                                                                                                                                                                                                                                                      |
| <b>YUGABYTEDB AEON PLAN</b><br>(select one)                                  | <input type="checkbox"/> Standard<br><input type="checkbox"/> Professional:<br>Add ons: <input type="checkbox"/> Enterprise Security <input type="checkbox"/> Business Continuity and DR<br><input type="checkbox"/> Enterprise                                                                                      |
| <b>YUGABYTEDB AEON DEPLOYMENT MODEL</b><br>(Enterprise only)<br>(select one) | <input type="checkbox"/> Hosted Services (Fully Managed)<br><input type="checkbox"/> BYOC - Managed (Installed Software + BYOC Services)<br><input type="checkbox"/> Self Managed (Installed Software)<br>Customer may switch deployment models by signing an amendment to this Order Form with the additional terms |

|                         |                                                           |
|-------------------------|-----------------------------------------------------------|
| SUBSCRIPTION START DATE | ____, 20____                                              |
| INITIAL TERM            | ____ year(s) from the Subscription Start Date             |
| TERRITORY               | Country or countries in which Customer has been invoiced. |

**[CHOOSE THE MODEL / DELETE ONE THAT DOES NOT APPLY]**

**1.3. Subscription Model.** Fees consist of Software Fees and Pass Through Fees (if applicable):

**1.3.1. Software Fees**

| SKU                                      | UNIT OF MEASURE | SUBSCRIPTION TERM                       | QUANTITY | PRICE/UNIT/YEAR | TOTAL SW FEES (USD) |
|------------------------------------------|-----------------|-----------------------------------------|----------|-----------------|---------------------|
| YugabyteDB Aeon<br>xxxxxxxx - Production | vCPU            | 09/XX/2024 to<br>09/XX/2025<br>(1 year) | XXX      | \$xxxxxxx       | \$xxx,xxx           |
| YugabyteDB Aeon<br>xxxxxxxx - Non Prod   | vCPU            | 09/XX/2024 to<br>09/XX/2025<br>(1 year) | XXX      | \$xxxxxxx       | \$xxx,xxx           |
| Add year 2 & 3 as<br>necessary           |                 |                                         |          |                 |                     |
|                                          |                 |                                         |          |                 | \$xxx,xxx           |

1.3.2. **Pass Through Fees** (if applicable) are for Storage and Data Transfer associated with the use of the Software, with pricing calculated as set forth at <https://www.yugabyte.com/pricing/>.

1.3.3. **Excess Spending Fees.**

IF YBM:

1.3.3.1. Software Fees in excess of the Total set forth in Section 1.3.1 are calculated per minute based on the List Prices in <https://www.yugabyte.com/pricing/>.

IF YBA:

1.3.3.2. Should Customer exceed the Software's licensed capacity (based on the applicable Unit of Measure), Customer shall immediately either (1) purchase additional quantities of Software at the same rates as set forth in the Order Form during the Subscription Term ("Add-On Orders") by submitting a valid purchase order to YugabyteDB for the number of Add-On licenses any Add-On Orders purchased shall be coterminous with the initial Subscription Term or (2) cease such excess usage.

1.3.3.3. Any use of vCPU Cores in excess of the licensed capacity in Section 1.3.1 shall be charged at USD\$XXX vCPU/year.

1.3.3.4. Any use of Non-Production CPU Cores in excess of the licensed capacity in Section 1.3.1 shall be charged at USD \$XXX vCPU/year.

1.3.4. **Payment Schedule** [please choose Annual or Quarterly and delete the other]

**Annual:**

- Software Fees are invoiced annually in advance commencing with the Start Date.

- Invoice 1 – [INSERT DATE HERE AND AMOUNT]
- Invoice 2 – [INSERT DATE HERE AND AMOUNT]
- Invoice 3 – [INSERT DATE HERE AND AMOUNT]
- Invoice 4 – [INSERT DATE HERE AND AMOUNT]

- Pass Through Fees and Excess Spending Fees are invoiced monthly in arrears.

#### Quarterly

- Software Fees are invoiced quarterly in advance commencing with the Start Date as follows:
  - Invoice 1 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 2 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 3 – [INSERT DATE HERE AND AMOUNT]
  - Invoice 4 – [INSERT DATE HERE AND AMOUNT]

- Pass Through Fees and Excess Spending Fees are invoiced monthly in arrears.

#### 1.4. Minimum Commitment Model.

Customer commits to a minimum spend for the Initial Term with respect to the Software Fees and Pass Through Fees (whether or not used) as follows:

| Table 1                  | Year 1    | Year 2    | Year 3    | Total     |
|--------------------------|-----------|-----------|-----------|-----------|
| Minimum Spend Commitment | \$x00,000 | \$x00,000 | \$x00,000 | \$x00,000 |

Fees consist of:

- Software Fees and Pass Through Fees incurred up to the Minimum Spend Commitment, plus
- Software Fees and Pass Through Fees incurred in excess of the Minimum Spend Commitment (“Excess Spending Fees”):

- 1.4.1. **Software Fees** incurred up to the Minimum Spend Commitment are calculated per minute based on the Discounted Prices in Table 2:

| Table 2                      | Year 1 | Year 2 | Year 3 | Total |
|------------------------------|--------|--------|--------|-------|
| List Price / vCPU / min      | \$XX   | \$XX   | \$XX   | \$XX  |
| Discounted Price/ vCPU / min | \$XX   | \$XX   | \$XX   | \$XX  |

- 1.4.2. **Pass through Fees** are for Storage and Data Transfer associated with the use of the Software with pricing calculated as set forth at <https://www.yugabyte.com/pricing/>

- 1.4.3. **Excess Spending Fees.** Software Fees in excess of the Minimum Spend Commitment are calculated per minute based on the List Prices in Table 2. Excess Spending Fees incurred during any year of the

Initial Term shall not reduce the Minimum Spend Commitment for any subsequent year of the Initial Term.

**1.5. Payment Schedule [please choose]**

**Annual**

- The Minimum Spend Commitment will be invoiced in advance commencing with the Start Date.
- Once the Minimum Spend Commitment is met, Excess Spending Fees are invoiced monthly in arrears.

**Quarterly**

- The Minimum Spend Commitment will be invoiced quarterly in advance commencing with the Start Date, calculated as follows:
  - 1/4 of the Minimum Spend Commitment (\$XX,XXX) plus
  - any Software and Pass through fees incurred during the prior quarter in excess of 1/4 of the Minimum Spend Commitment ("Overage")
  - During the Initial Term, any prior quarter's unused Minimum Spend Commitment shall be offset against any Overages.
- Once the Minimum Spend Commitment is met, Excess Spending Fees are invoiced monthly in arrears.

**Monthly**

- The Minimum Spend Commitment will be invoiced monthly in advance commencing with the Start Date, calculated as follows:
  - 1/12 of the Minimum Spend Commitment (\$XX,XXX) plus
  - any Software and Pass through fees incurred during the prior month in excess of 1/12 of the Minimum Spend Commitment ("Overage")
  - During the Initial Term, any prior month's unused Minimum Spend Commitment that has been paid for shall be offset against any Overages.
- Once the Minimum Spend Commitment is met, Excess Spending Fees are invoiced monthly in arrears.

**1.6. Termination.** Notwithstanding anything set forth in the Agreement:

- 1.3.3.1. YugabyteDB may not terminate this Agreement for convenience.
- 1.3.3.2. If YugabyteDB terminates for cause, Customer will pay YugabyteDB (1) the Minimum Spend Commitment, and (2) Excess Spending Fees.
- 1.3.3.3. If Customer terminates for convenience, Customer will pay YugabyteDB (1) the Minimum Spend Commitment, and (2) Excess Spending Fees.
- 1.3.3.4. If Customer terminates for cause, Customer will pay YugabyteDB (1) Software Fees in accordance with section 1.4.1 and (2) Pass Through Fees in accordance with 1.4.2 and (3) Excess Spending Fees in accordance with 1.4.3 incurred up until the date of termination.
- 1.3.3.5. Subject to a 30-day cure right, Customer may terminate the Order for a failure of Hosted Services that substantially impacts Customer's ability to conduct its normal business and operations that lasts longer than 7 days. In the event of such a termination, Customer shall be liable on a pro-rata basis for the Minimum Spend Commitment Fees and any Excess Spending Fees incurred up until the date of the termination.

**1.7. Renewal.** Notwithstanding anything set forth in the Agreement, upon expiration of the Initial Term, any usage of the Software will incur Software Fees calculated per minute based on the List Prices in Table 2 and Pass Through Fees

1.8. **Billing terms for Indirect Purchases:** If Customer is purchasing Software through a third party marketplace (“Marketplace”), the following additional billing terms shall apply:

- 1.8.1. all Software fees under this Order shall be paid to the Marketplace in accordance with Customer’s terms and conditions with the Marketplace;
- 1.8.2. Customer is responsible for ensuring payment is made, and any failure by the Marketplace to remit payment to YugabyteDB does not release the Customer from its payment obligation;
- 1.8.3. Yugabyte has a right to terminate this Order in the event of failure by the Marketplace to make payments to YugabyteDB resulting from Customer’s failure to meet its payment obligations to the Marketplace; and
- 1.8.4. in addition to the rights provided in Section 6 (Data) of Exhibit A, Yugabyte is permitted to share Customer Data, usage and metering information, contract information, payment history and information, contact information regarding Customer, with the Marketplace.

## 2. SERVICES ORDER

|                          |                    |
|--------------------------|--------------------|
| Engagement Name          | [NAME]             |
| Customer Contact         | [NAME, EMAIL]      |
| Customer Billing Contact | [NAME, EMAIL]      |
| Bill-To Address          | [PHYSICAL ADDRESS] |
| Engagement Start Date    | [DATE]             |
| Estimated Timeline       | [DATE] to [DATE]   |
| Purpose of Engagement    | [DESCRIPTION]      |
| Service Location         |                    |

- 2.1. **Scope of Work to be Performed.** The parties intend to together determine the scope of potential Professional Services to focus on from the list below. The parties do not intend for the cost set forth below to cover performance of all the following Professional Services; rather the Professional Services performed will be as requested by Customer following the discovery phase of the engagement. The scope of the Work Product defined in this statement of work (“**Statement of Work**”) is limited to delivery of functionality defined by the parties. Activities not listed in this Statement of Work are outside the scope of this Statement of Work.

### [DELETE SERVICES THAT WILL NOT BE PERFORMED]

- 2.2. **If Discovery and Planning Services:**

- 2.2.1. assess Customer’s data infrastructure to determine best services based on business needs
- 2.2.2. create an incremental plan for data modernization with YugabyteDB technology, starting with a small number of initial workloads based on effort and business impact
- 2.2.3. distill business and technical needs
- 2.2.4. identify best fit workloads and starting points
- 2.2.5. identify the core team roles and members
- 2.2.6. create a plan for highest-value next steps that may include Customer’s YugabyteDB Prompt Services, YugabyteDB Center of Excellence, or both, depending on Customer’s needs

**2.3. If YugabyteDB Prompt Services:**

- 2.3.1. assess Customer's target environment's fitness for Installed Software workloads,
- 2.3.2. recommending modifications as appropriate to reflect best practices for Installed Software) workloads
- 2.3.3. provision, configure, and validate a cluster to host Installed Software taking into account requirements provided by Customer
- 2.3.4. configure and validate an operational instance of Installed Software installed on the provisioned cluster
- 2.3.5. third party tool, driver and/or load balancer integration
- 2.3.6. interactive Installed Software (Self-Managed) training for Customer DBA's
- 2.3.7. create Customer's first Installed Software database
- 2.3.8. enable Customer to monitor and manage Installed Software
- 2.3.9. host Customer's first YugabyteDB Support call
- 2.3.10. identify and explain common support issues and patterns and methods for responding via the appropriate channel
- 2.3.11. enable Customer regarding key aspects of YugabyteDB through instructor-led and/or ad-hoc training
- 2.3.12. configure alerts and monitoring to provide visibility into service interruptions that may impact Installed Software

**2.4. If YugabyteDB Migration Services:**

- 2.4.1. determine which database objects and data will be included in the migration
- 2.4.2. based on the source and target database, identify tools that can be used to automate some or all of the process, as well as any potential migration problems (e.g., known unsupported features)
- 2.4.3. obtain and install the necessary software on Customer's behalf, and establish connectivity among the servers
- 2.4.4. apply appropriate automation tools to migrate the schema and data
- 2.4.5. identify database objects such as stored procedures, triggers, etc. that may need to be handled separately
- 2.4.6. select appropriate migration and/or data pipeline tools that may be used to simplify the migration
- 2.4.7. test the migration and work to resolve any errors
- 2.4.8. advise Customer application teams as they modify applications (as needed) to work with YInstalled Software
- 2.4.9. optimize queries to run in a distributed SQL environment

**2.5. If YugabyteDB Center of Excellence:**

- 2.5.1. provide training, education and coaching to Customer resources on the skills, knowledge, processes, and communication framework to build, run, and establish Installed Software operational and deployment excellence within Customer
- 2.5.2. partner with Customer's Installed Software) Center of Excellence core team to develop reference architectures, runbooks, and other artifacts as needed to support the successful implementation and operation of Installed Software) installations within Customer
- 2.5.3. enable Customer's Installed Software) Center of Excellence team to train other Customer resources

in Installed Software skills, knowledge, processes, and communication, as well as how to onboard new applications and databases

**2.6. If YugabyteDB Expert Services:**

- 2.6.1. schema design consulting
- 2.6.2. consulting on Installed Software cluster configuration and administration
- 2.6.3. Installed Software product integration and tuning
- 2.6.4. Installed Software Upgrades
- 2.6.5. Installed Software debugging and performance improvements
- 2.6.6. YSQL and YCQL query and throughput optimization
- 2.6.7. Installed Software knowledge sharing through workshops and orientation sessions
- 2.6.8. Installed Software operational best practices
- 2.6.9. education and knowledge transfer with respect to YugabyteDB Anywhere. Customer may not record such training services in any medium nor may Customer reproduce, copy, or distribute any course materials. The training services and course materials are provided solely for Customer's internal business purposes.

**2.7. Resources**

YugabyteDB will provide the following resources:

| NUMBER OF PEOPLE | ROLE                       | RATE        | NUMBER OF HOURS | FEES (USD)         |
|------------------|----------------------------|-------------|-----------------|--------------------|
| # TO #           | (SOLUTION ARCHITECT, ETC.) | \$XXX/ HOUR | UP TO #         | TOTAL OF \$###,### |
| # TO #           | (SOLUTION ARCHITECT, ETC.) | \$XXX/ HOUR | UP TO #         | TOTAL OF \$###,### |

- 2.7.1. Professional Services must be leveraged in 5 or more consecutive days.
- 2.7.2. Professional Services must be scheduled a minimum of 3 weeks prior to the desired start date.
- 2.7.3. A typical workday is 8 hours plus an hour lunch break. Weekends and local public holidays will not be considered workdays.
- 2.7.4. The entire process is collaborative, and Customer agrees to be fully engaged with YugabyteDB during the execution of Professional Services. Customer readiness with prerequisites as stated by YugabyteDB in this section needs to be in place before the YugabyteDB team is expected to start on this engagement, as follows:
- 2.7.5. Customer will provide the following resources for the duration of this Project:
  - 2.7.5.1. [CUSTOMER RESOURCE NAME #1], [CUSTOMER RESOURCE NAME #2] and/or members of Customer's [CUSTOMER TEAM NAME #1] or [CUSTOMER TEAM NAME #2] organization;
  - 2.7.5.2. dedicated Project Managers to facilitate migration project planning, and staffing;
  - 2.7.5.3. access to, and the engagement of, Customer's [CUSTOMER TEAM NAME] performing the work; and
  - 2.7.5.4. appropriate access to all necessary Customer systems for all YugabyteDB team

members assigned to the engagement.

## 2.8. Open Source Software

Customer hereby consents to YugabyteDB's use of the following Open Source Software in this engagement:

- 2.8.1. Academic Free License (all versions)
- 2.8.2. Apache License (all versions)
- 2.8.3. Bouncy Castle License
- 2.8.4. BSD License (all versions)
- 2.8.5. Common Development and Distribution License (CDDL) (all versions)
- 2.8.6. Creative Commons Attribution 4.0 International (CC by 4.0)
- 2.8.7. Eclipse Public License (EPL)
- 2.8.8. ISC License (ISC)
- 2.8.9. JSON License
- 2.8.10. Lesser General Public License (LGPL) 2.1
- 2.8.11. MIT License
- 2.8.12. Mozilla Public License (MPL) (all versions)
- 2.8.13. Public Domain
- 2.8.14. Ruby License
- 2.8.15. Unlicense
- 2.8.16. WTFPL Public License

For Customer's convenience, the terms of the licenses set forth above can be found here:

<https://spdx.org/licenses/>.

## 2.9. Services Fees

- 2.9.1. **If Time and Materials:** The total estimated fee for this Time and Material (T&M) engagement is [USD\$ (TOTAL ESTIMATED FEE, NOT INCLUDING T&E)] as per the table below, exclusive of travel and related expenses, and applicable taxes. T&M fees to be paid will be based on the actual number of hours incurred. Invoices are rendered every month. Customer will pay such amounts pursuant to the Agreement, or if not specified in the Agreement, net 30 days from invoice date. YugabyteDB will invoice Customer for actual travel and related expenses (T&E) incurred by YugabyteDB and taxes on a regular basis and Customer will pay such amounts pursuant to the Agreement or, if not specified in the Agreement, net 30 days from invoice date (despite any other payment obligations for Services provided herein.)
- 2.9.2. **[DELETE IF THIS DOES NOT APPLY] If Fixed Fee:** The total fees for this engagement that will be charged on a Fixed Price basis is [USD\$ (TOTAL ESTIMATED FEE)], inclusive of travel and related expenses, exclusive of applicable taxes. YugabyteDB will invoice Customer at the time of execution of this Statement of Work for the total fees listed in the table below. Customer will pay such amounts pursuant to the Agreement terms and conditions. Customer shall have twelve (12) months from the Services Order Form Effective Date to use the Services described herein ("**Service Period**"). The Services automatically expire on the last day of the Service Period, unless otherwise approved by YugabyteDB. Under no circumstances shall Customer be entitled to a credit or refund of any unused portion of the Services. If the Customer believes that the Services outlined herein were not completed, the Customer is required to notify YugabyteDB in writing at least 30 days prior to the expiration of the Service Period.

- 2.9.3. **[DELETE IF THIS DOES NOT APPLY] If One-Time Discount:** The One-Time Discount shall be pro-rata applied to each monthly invoice based on actual consumption of service hours. For the avoidance of doubt, if the estimated hours used for the project are less than the estimate, then the discount applied will also be proportionally less. The discount applied will equate to [x]% of the T&M fees charged. To the extent that Services are completed or terminated prior to the end of [Date], YugabyteDB shall not be required to credit back any outstanding amounts in connection with the One-Time Discount. The One-Time Discount set forth in this Statement of Work has been made available exclusively under this Statement of Work as an exception to a maximum of [#] service hours. The parties agree that additional hours, and Statements of Work will be considered at YugabyteDB then current list price and that the One-Time Discount shall not impact the rates and pricing for any future contract between the parties unless otherwise negotiated and agreed to by both parties.

*[Signature page follows]*



Accepted and agreed to as of the Order Form Effective Date by the authorized representative of each party:

|                 |                   |
|-----------------|-------------------|
| <b>CUSTOMER</b> | <b>YUGABYTEDB</b> |
| Signature:      | Signature:        |
| Print Name:     | Print Name:       |
| Print Title:    | Print Title:      |
| Date:           | Date:             |