

# **GBase End User License Agreement**

## **Welcome to GBase 8a MPP Cluster AMI!**

This AMI End User License Agreement (“Agreement”) constitutes a legal agreement between you and GBase Technology Limited regarding the provision of the GBase 8a MPP Cluster AMI services to you as a customer.

## **1. Effective Date of the Agreement**

- 1) User Confirmation: This agreement is provided by the service provider in an online version. When the user purchases this image, they should carefully read this agreement and ensure that it remains checked to proceed with the purchase process. Once the user confirms this agreement, it becomes a legally binding contract, enforceable by the GBase Technology Limited and the user.
- 2) User Usage: Users may access and use this image through the cloud vendor's basic software marketplace or other means. The service provider will provide the online version of this agreement at the respective stage. By using this image through any of the aforementioned methods, the user indicates their acceptance of all the terms and conditions in this agreement. If the user does not agree to the terms of this agreement, please refrain from using or accessing this image.

## **2. Definitions**

GBase 8a MPP Cluster AMI refers to a system disk image that has GBase 8a MPP Cluster analytical database software system pre-installed. Users can install and use the GBase 8a MPP Cluster analytical database system through this disk image.

## **3. License to Use**

- 1) The usage of this image is protected by national copyright laws, international copyright treaties, and other related intellectual property laws, regulations, and treaties. This software product is licensed for use by authorized users and is not sold.
- 2) The ownership of this image belongs to GBase Technology Limited.
- 3) Pursuant to the provisions of this agreement, the service provider grants the user a non-exclusive, non-transferable license to use this image. The user shall not resell or transfer this license or its rights for commercial gain.

#### **4. User's Rights and Obligations**

- 1) The user warrants that their use of this image complies with applicable laws and regulations of their country or region, including but not limited to, and is legal, truthful, and does not infringe upon the legitimate rights of any third party.
- 2) The user shall timely and fully pay the fees (if applicable) associated with this image. Failure to do so gives the service provider the right to terminate the user's access to this image at any time. The user shall bear all responsibility for any damages caused by the service provider's termination of access to this image.
- 3) The user agrees that, except as expressly permitted by law, they shall not reverse engineer, decompile, or disassemble this image.

#### **5. Rights and Obligations of the Service Provider**

- 1) The service provider guarantees that it has the legal right to grant users the license to use this image and ensures the legality of its copyright.
- 2) The service provider warrants that its provision of this image to users does not infringe upon the legitimate rights of any third party, including but not limited to third-party intellectual property rights. If the service provider's actions result in any legal proceedings or administrative procedures initiated by a third party against the user, the service provider shall bear the legal responsibilities and consequences.
- 3) The service provider is responsible for timely upgrading, maintaining, and managing this image and shall provide users with consultation and technical support services through customer service phone lines, online chat, or other means.
- 4) The service provider commits to ensuring the stability and continuity of the image provided to users. If, due to reasons attributable to the service provider, the user's license for using this image needs to be terminated in advance, the service provider shall fulfill the corresponding refund obligations (if applicable). If this causes any loss to the user, the service provider shall assume full compensation liability.
- 5) The service provider guarantees that the image provided to users does not contain:
  - a. Any viruses, destructive programs, computer worms, time bombs, or other computer programs intended to deliberately damage, interfere with, secretly intercept, or misappropriate any system, data, or personal information.
  - b. Any known vulnerabilities, backdoors, or malicious software.
  - c. Other insecure content that may cause harm to the user's system security.
- 6) Limitation of Liability: To the maximum extent permitted by applicable law, the service provider shall not be liable for any indirect, incidental, direct, special, punitive, or consequential damages (including but not limited to damages resulting from personal

injury or property damage, loss of profits, loss of data, business interruption, computer malfunction or failure, loss of commercial information, damages resulting from the failure to fulfill any obligations, including good faith or reasonable care leading to privacy breaches, negligence, or any monetary loss or other losses) arising from the use or inability to use this image, even if the service provider has been advised of the possibility of such damages.

## **6. Use and Disclosure of User Data**

- 1) For the purpose of serving the user, the service provider may use user data to deliver services to the user, including but not limited to sending product and service information to the user.
- 2) The service provider will not disclose user data without the user's permission. However, user data may be disclosed in the following circumstances:
  - a. With the user's consent, to third parties.
  - b. In accordance with the relevant provisions of the law or the requests of administrative or judicial authorities, to third parties or administrative/judicial authorities.
  - c. If the user violates relevant laws and regulations in Singapore, China, or any other applicable jurisdiction, disclosure may be necessary to third parties.
  - d. To third parties with whom the service provider needs to share user data in order to provide the requested software or services.

## **7. Term and Termination**

- 1) The term of this image is based on the product cycle purchased by the user.
- 2) The service provider has the right to terminate the provision of this image without any liability in the following cases:
  - a. The image purchased by the user (including purchases from distributors) has expired and has not been renewed.
  - b. The user seriously violates the provisions of this agreement, and after being notified by the service provider to rectify the violation, fails to do so.

## **8. Amendment to the Agreement**

- 1) If any changes are made to the content of this agreement, the service provider shall notify the user of the modified content through appropriate means.
- 2) If the user does not agree to the modifications made by the service provider to the relevant terms of this agreement, the user has the right to cease using this image. In such

cases, the service provider shall refund the remaining fees (if any) to the user and provide a reasonable period of time before terminating the service for the user to perform data backup, download, preservation, migration, and other necessary tasks. If the user continues to use this image, it shall be deemed that the user accepts the modifications made by the service provider to the relevant terms of this agreement.

## **9. Governing Law and Dispute Resolution**

- 1) The establishment, execution, interpretation, and disputes arising from or in connection with this agreement shall be governed by the following laws, based on the specific circumstances:
  - a. Hong Kong Special Administrative Region laws;
  - b. Laws of the People's Republic of China;
  - c. Laws of the United States.
- 2) The parties shall make every effort to amicably resolve any disputes arising from this agreement through friendly negotiations. If such negotiations fail, the parties agree to submit the dispute to be resolved in one of the following ways:
  - a. If applicable, submit the dispute to the court located in the jurisdiction of the defendant, in accordance with the laws of the Hong Kong Special Administrative Region;
  - b. Alternative dispute resolution methods, such as mediation or arbitration, as mutually agreed upon.

## **10. Miscellaneous**

- 1) If any provision of this agreement is deemed invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.
- 2) The headings in this agreement are for convenience purposes only and shall not define, limit, interpret, or describe the scope or boundaries of the provisions.
- 3) The service provider may, based on its operational needs, transfer all its rights and obligations under this agreement to a third party, provided that the service provider notifies the user at least 30 working days in advance. The transferee shall be bound by the terms of this agreement, and the service provider and the transferee shall have joint and several liability for the performance of this agreement.

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