MAIN SERVICE AGREEMENT

BY (I) ACCEPTING AN ORDER THAT REFERENCES THESE TERMS, (II) CREATING AN ACCOUNT TO USE THE COUCHBASE PRODUCTS, OR (III) USING ANY COUCHBASE PRODUCTS, YOU AGREE TO THE TERMS OF THE AGREEMENT. IF YOU REPRESENT AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO AGREE TO THE AGREEMENT ON BEHALF OF YOUR ORGANIZATION.

1. **Definitions.**

Capitalized terms used herein shall have the following definitions:

"**Affiliate**" means any entity which controls, is controlled by, or is under common control with a party, where "control" means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity.

"**Authorized Users**" means Customer's users to whom Customer grants access to the Product (including Customer's personnel using the Product on Customer's behalf).

"**Cloud Service**" means the Couchbase Capella database-as-a-service and related cloud service functionalities and offerings made available to Customer under this Agreement and the Capella Supplement.

"**Couchbase Privacy Policy**" means the policy available at https://www.couchbase.com/privacy-policy (or any successor location), as updated from time to time.

"**Customer**" means the entity that the user represents or, if that does not apply, the user individually.

"**Customer Content**" means all content or data provided by or on behalf of Customer or Authorized Users in the Product.

"**Documentation**" means technical documentation provided by Couchbase related to the applicable Product.

"**Fees**" means the fees and charges (i) specified on an applicable Order, (ii) accrued through Customer's usage of the Cloud Service, or (iii) otherwise payable to Couchbase under the Agreement.

"**Order**" means a transaction document (such as an order form or statement of work) identifying Customer's entitlements for the applicable Product and/or Professional Services, along with applicable Fees and terms, signed by both parties or accepted by Customer through an authorized third-party platform.

"**Product**" means the Cloud Service, the Software, and/or other offerings (i) as set forth in an Order; or (ii) as otherwise made available to Customer under the Agreement, and their respective related technologies.

"**Product Term**" means the time period stated on an Order during which Customer is authorized to utilize the applicable Products, Support (as defined below), Professional Services (as defined below), and Documentation.

"**Software**" means the Couchbase Enterprise Edition Software and related self-managed products made available to Customer under this Agreement and the Self-Managed Software Supplement.

"**Supplement**" means the additional Product-specific terms available at https://www.couchbase.com/legal/agreements/ that apply to Customer's use of the Products. Applicable Supplements form part of the Agreement and are attached hereto as the following Exhibits: Self-Managed Software Supplement (Exhibit A) and Capella Supplement (Exhibit B).

The term "**including**" means including but not limited to.

2. **Scope.** The terms of this MSA, the addenda and Supplements incorporated by reference herein, any Orders hereunder, and, if applicable, the DPA (collectively, the "**Agreement**") govern Customer's access to and use of the Products and Couchbase services. In the event of any conflict between these terms, an Order, and/or the applicable DPA, the following order of precedence will apply (in descending order): (1) the DPA, if applicable, with respect to the processing of personal data, (2) the Order (subject to the terms of Section 9.2 below), (3) the applicable Supplement, and (4) these terms, only to the extent of such conflict.

3. **Third-Party Services.** Couchbase may enable Customer to access and use (i) certain third-party products or services (e.g., a third-party service that integrates with the Product or is distributed with the Product) ("**Third-Party Services**"); or (ii) complementary products and functionalities developed by Couchbase, which may be subject to additional terms, including those available at https://www.couchbase.com/supplemental-terms (or any successor location), as updated from time to time, which are incorporated by reference herein. Third-Party Services may be subject to third-party licenses provided by such third party or executed between Customer and such third party (in each case, a "**Third-Party License**"). Couchbase does not own, control, or license Third-Party Services. Customer acknowledges and agrees that (a) Customer shall be solely responsible for (I) its compliance with any such Third-Party License; and (II) the confidentiality, security, and integrity of any data Customer transfers to a Third-Party Service; and (b) Couchbase shall have no responsibility or liability whatsoever related to or arising out of any Third-Party Service, including for its installation, operation, support, or loss or compromise of data.

4. **Customer Responsibilities.**

4.1. Except as otherwise expressly permitted in the Agreement, Customer shall not, shall not attempt to, and shall not permit any party (including any Authorized User) to: (i) access, copy or use the Product, Documentation, or any related reports, technologies or services in any manner except as expressly permitted in the Agreement; (ii) sell, resell, rent, lease, distribute, transfer, sublicense, market, commercialize or otherwise make available any part of the Product

and/or Documentation to any third party, provided that Customer may use the Product, or any related reports, technologies or services in connection with an application Customer offers to its own end users if such end users cannot access the Product directly; (iii) access or use the Product and/or Documentation for the purposes of publicly benchmarking or publishing competitive analysis of the Product, or for developing, providing, or supporting products or services competitive to Couchbase; (iv) alter, translate, enhance, reverse engineer, decompile, or prepare any derivative work from or of the Products and/or Documentation, or otherwise attempt to derive or determine the source code, other proprietary information, or trade secrets from the Product or Documentation except where such restriction is prohibited; (v) remove or otherwise alter any Couchbase proprietary notices, trademarks, warranties, or disclaimers; or (vi) access or use the Product or Documentation in any manner or for any purpose that violates any applicable law or the rights of any person or entity.

4.2. If Customer does not comply with the license terms or the foregoing restrictions, Couchbase may (without refund or credit, if applicable, and without prejudice to any other rights or remedies Couchbase may have under the Agreement or at law), at its sole discretion: (i) terminate the Agreement (including all active Orders hereunder) thereby revoking Customer's access to the Product and Documentation, or (ii) suspend Customer's license to the Product and Documentation until Customer comes into compliance with such terms and restrictions.

4.3. Customer acknowledges that a breach of its obligations to Couchbase under the Agreement, other than payment obligations, will result in irreparable and continuing damage for which monetary damages may be insufficient, and agrees that Couchbase will be entitled to seek in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief.

5. Professional Services.

5.1. Couchbase may provide consulting services (which may result in reports, recommendations, or other deliverables) and training as expressly identified in an Order (collectively, "Professional Services"). Couchbase will render Professional Services on a commercially reasonable basis in a professional and workmanlike manner in accordance with the terms and conditions of the Agreement and the applicable Order. Couchbase may provide Professional Services using qualified subcontractors, provided that Couchbase remains responsible for any subcontractor's compliance with the Agreement. Professional Services and any related reports, technologies or services are accepted when delivered unless otherwise set forth in an Order.

5.2. Unless explicitly set forth in an Order, any Professional Services purchased under the Agreement will expire upon the end of the applicable period set forth in an Order or after twelve (12) months if no expiration date is specified (in each case, the "**Services Expiration Date**"). Any unused Professional Services after such Services Expiration Date will expire without refund of any prepaid Fees. Unless otherwise stated in an Order, Customer will pay Couchbase's reasonable travel and incidental expenses incurred in conducting (in relation to the Professional Services or otherwise) on-site activities at Customer's site.

6. Support. Except for any Previews (as defined below) or as otherwise set forth in the Agreement, Couchbase will provide Customer with the technical support services for the applicable Couchbase Product as described in the then-current Couchbase support policies at https://www.couchbase.com/support-policy, as updated from time to time ("**Support**") with the level of Support indicated on the applicable Order and paid for by Customer.

7. Previews. Customer may participate in or otherwise receive access to certain preview, test, alpha, beta, free, or trial versions of the Products (each, a "**Preview**") in Couchbase's sole discretion, subject to the restrictions generally applicable to the Product and any additional requirements set forth by Couchbase. Customer shall not, and shall not permit any third party to, use any Preview for any purpose other than to evaluate the Preview functionality or provide feedback and shall not use a Preview for any data subject to any compliance or legal requirements. Any Preview is provided without Support or any servicing obligations, and may contain bugs and other functional issues. ANY AND ALL PREVIEWS ARE PROVIDED AS-IS AND WITHOUT ANY WARRANTY OR INDEMNITY. Couchbase and its Affiliates and licensors will not be liable for any harm or damages related to Previews, including if Couchbase terminates Customer's access to or use of any Preview. Any non-public information regarding a Preview is the Confidential Information of Couchbase. Couchbase may discontinue any Preview at any time in its sole discretion and is under no obligation to make Previews generally available or maintain Customer's access to any Preview.

8. Proprietary Rights.

8.1. Except for any licenses granted under the Agreement, Couchbase and its licensors retain all right, title, and interest in and to the Products (including the source code, any and all improvements, enhancements, modifications, or derivatives thereto), the Documentation, and Professional Services (including associated deliverables), including all intellectual property rights therein, and nothing in the Agreement will be construed as conferring by implication, acquiescence, estoppel, or otherwise, any license or other right upon Customer.

8.2. Any third-party open-source software components included in the Products will be governed by the terms of the applicable open-source license conditions and/or copyright notices that can be found in the licenses file, Documentation, or materials related to the applicable Product.

8.3. Except as expressly stated in the Agreement, Customer retains all right, title, and interest in and to the Customer Content, including all intellectual property rights therein.

8.4. Couchbase may use any suggestions, feedback, or information that Customer makes available to Couchbase regarding the Couchbase Products, Support, Professional Services and/or the Documentation but excluding Customer Content ("**Feedback**") without obligation to Customer and Customer hereby irrevocably assigns to Couchbase all right, title, and interest in and to the Feedback.

8.5. If Customer is the United States Government or any contractor thereof, all licenses granted hereunder are subject to the following: (i) for acquisition by or on behalf of civil agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of the Agreement and as specified in Subpart 12.212 of the Federal Acquisition Regulation (FAR), 48 C.F.R.12.212, and its successors; and (ii) for acquisition by or on behalf of the Department of Defense (DOD) and any agencies or units thereof, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of the Agreement and as specified in Subparts 227.7202-1 and 227.7202-3 of the DOD FAR Supplement, 48 C.F.R.227.7202-1 and 227.7202-3, and its successors, manufacturer is Couchbase, Inc.

9. Fees, Payment Terms and Taxes.

9.1. **Fees.** Customer will pay Couchbase applicable Fees in accordance with this Section. Couchbase calculates and invoices Fees as agreed between Couchbase and Customer in an Order and/or the applicable Supplement.

9.2. **Ordering via PO.** If Customer sends Couchbase a purchase order ("**PO**") in lieu of executing an Order, the PO will be deemed an offer which Couchbase may accept. In such a case, only the commercial details listed on the PO will be considered part of the contract created (exclusive of any pre-printed terms on the PO). Any other terms on the PO which either (i) conflict with the terms of the Agreement, or (ii) are not agreed under the Agreement, will be void and without effect, even if Couchbase signs the PO. All accepted POs will automatically be governed by the Agreement (even if the PO does not explicitly reference the Agreement). It is expressly agreed that this Section will apply to any PO sent by Customer and accepted by Couchbase.

9.3. **Payment Terms.** Unless otherwise agreed between Customer and Couchbase, all payments of Fees under the Agreement shall be in the currency stated in the Order and paid using one of the payment methods supported by Couchbase. Couchbase may issue invoices to Customer via email or through the Cloud Service. Unless otherwise stated in the applicable Order, Customer shall pay for all invoices issued by Couchbase to Customer under the Agreement within thirty (30) days of the date of the invoice, even if such invoice does not reference a Customer purchase order number. Except as otherwise agreed between the parties in writing, Couchbase will invoice Customer upon the execution of an applicable Order. For multi-year deals and unless otherwise stated in an Order, Customer shall remit (and Couchbase shall receive) payment of the applicable annual Fees on or before the Product Term anniversary. For invoiced amounts, late payments may, in Couchbase's discretion, bear interest at the lesser of one and one half percent (1½%) per month or the maximum rate allowed by applicable law, and Customer shall reimburse Couchbase for all reasonable costs and expenses (including attorneys' fees) incurred in collecting any overdue amounts. All amounts paid and payable by Customer under the Agreement are non-cancelable and non-refundable, not subject to the Limitation of Liability Section below, and shall be paid to Couchbase without any setoff, counterclaim, or deduction. If Customer purchases licenses or services related to the Products through a third party, then Customer's agreement with that third party will govern the payment terms in place between Customer and such third party.

9.4. **Taxes**. All Fees payable by Customer are exclusive of applicable taxes and duties (such as, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax (collectively, the "**Transaction Taxes**")). If applicable, Couchbase may charge, and Customer shall pay, all Transaction Taxes that Couchbase is legally obligated or authorized to collect from Customer. Customer will provide such information to Couchbase as reasonably required to determine whether Couchbase is obligated to collect Transaction Taxes from Customer. Couchbase will not collect, and Customer will not pay any Transaction Taxes for which Customer furnishes a properly completed exemption certificate or a direct payment permit certificate for which Couchbase may claim an available exemption from such Transaction Taxes. All payments made by Customer to Couchbase under the Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Couchbase is equal to the amount then due and payable under the Agreement. Couchbase will provide Customer with tax forms that are reasonably requested to

reduce withholding or deduction for taxes with respect to payments made under the Agreement.

10. Records Retention and Audit. During any Product Term and for at least one (1) year thereafter, Customer shall maintain complete and accurate records to permit Couchbase to verify Customer's compliance with the Agreement (including Customer's compliance with its obligations post-termination or expiration), and provide Couchbase with such records within ten (10) days of request. Upon at least thirty (30) days prior written notice, but no more than once in any twelve (12) month period, Couchbase may audit Customer's use of the Product solely as necessary to verify Customer's compliance with the terms of the Agreement during the Product Term and for one (1) year thereafter. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer will provide Couchbase with access to the relevant Customer records and facilities.

11. Confidentiality.

11.1. Customer and Couchbase will maintain the confidentiality of the other party's Confidential Information. "**Confidential Information**" means any proprietary information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") during, or prior to entering into, the Agreement that Receiving Party should know is confidential or proprietary based on the nature of the information and circumstances surrounding the disclosure, including the Products, non-public technical information, business information (including pricing), roadmaps, benchmarks, security measures, and reports. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault of or breach of the Agreement by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality to the Disclosing Party; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party without restriction on use or disclosure.

11.2. The Receiving Party agrees not to use Disclosing Party's Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under the Agreement. The Receiving Party will protect the secrecy of and prevent disclosure and unauthorized use of such Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event will use less than reasonable care.

11.3. Upon termination of the Agreement, the Receiving Party will, at the Disclosing Party's option, promptly return or destroy (and provide written certification of such destruction) the Disclosing Party's Confidential Information. A party may disclose the other party's Confidential Information only to the extent required by law or regulation.

12. DISCLAIMER OF WARRANTY. THE COUCHBASE PRODUCTS, DOCUMENTATION AND ANY PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, INCLUDING THAT THE PRODUCTS, DOCUMENTATION OR PROFESSIONAL SERVICES PROVIDED WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE IN THE COMBINATIONS CUSTOMER MAY SELECT FOR USE, WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY INFORMATION OR ADVICE GIVEN BY COUCHBASE OR ANY OF ITS AFFILIATES OR LICENSORS (COLLECTIVELY, THE "**COUCHBASE PARTIES**") WILL CREATE ANY WARRANTY. THE COUCHBASE PARTIES (i) DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES, (ii) ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS, AND (iii) ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE PRODUCTS THAT ARISE FROM CUSTOMER'S ACTIONS OR OMISSIONS (INCLUDING CUSTOMER'S CONFIGURATION OF THE PRODUCTS IN A MANNER OTHER THAN AS SPECIFICALLY RECOMMENDED BY COUCHBASE) OR ANY THIRD-PARTY CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COUCHBASE PARTIES HEREBY DISCLAIM ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AVAILABILITY, NON-INFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE NOT SPECIFICALLY DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT COMMUNICATION, NAVIGATION, OR CONTROL SYSTEMS, WEAPONS SYSTEMS, DIRECT LIFE SUPPORT SYSTEMS, OR SIMILAR SYSTEMS THAT COULD LEAD TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL DAMAGE.

13. Indemnification.

13.1. **Couchbase Indemnification**. Couchbase will indemnify and defend Customer from and against any damages finally awarded against Customer resulting from any third-party claim that the non-open source components of the Products, Documentation, or Professional Services infringe or misappropriate such third party's intellectual property rights;

provided that: (i) Customer promptly notifies Couchbase of the claim; (ii) Customer gives Couchbase all necessary information regarding the claim and reasonably cooperates with Couchbase; (iii) Customer allows Couchbase exclusive control of the defense and all related settlement negotiations; (iv) Customer does not admit fault or liability with respect to the Agreement, Customer's actions or those of Couchbase; and (v) Customer agrees any damage award does not include any Fees owed to Couchbase.

13.2. **Customer Indemnification**. Customer will indemnify and defend the Couchbase Parties from and against any claims, proceedings, liabilities, costs, or damages arising out of or in connection with any third-party claim concerning: (i) Customer's or any of its users' use or combination of, or access to the Products or Support, other than as permitted by the Agreement; (ii) violation of third party rights (including without limitation any intellectual property rights) arising out of or relating to Customer's data or content; and (iii) any breach of the Agreement or applicable law by Customer or any of its users. Couchbase will: (a) promptly notify Customer of the relevant claim; (b) give Customer all necessary information regarding the claim and reasonably cooperate with Customer; (c) allow Customer exclusive control of the defense and all related settlement negotiations, provided that Couchbase may participate in the defense and related settlement negotiations with counsel of its own choosing; and (d) not admit fault or liability on behalf of Customer.

13.3. **Enjoinment**. Without limiting the foregoing, and notwithstanding anything to the contrary in the Agreement, if use of the applicable Product, Documentation, or Professional Services is enjoined, or Couchbase determines that such use is likely to be enjoined, Couchbase will, at its sole option and expense: (i) procure for Customer the right to continue using the affected portion of the applicable Product, Documentation, or Professional Services; (ii) replace or modify the affected portion of the Product, Documentation, or Professional Services that infringe so that they do not infringe; or (iii) if either option (i) or (ii) is not commercially feasible in Couchbase's reasonable opinion, as applicable, terminate the affected portions of the Product and Professional Services and in the case of such termination, refund Customer a pro-rata amount of the Fees for the affected portions of the Product or Professional Services.

13.4. **Exclusions.** Under no circumstance will Couchbase incur any liability: (i) arising out of Customer's failure to use the Products in accordance with the Agreement; (ii) arising out of modifications made by Customer or a third party to the Products; (iii) attributable to any third-party open source software components; (iv) arising out of the use, operation or combination of the Products with software, services, technology, content, data, equipment or materials not provided by Couchbase; (v) the use of any non-current version of the Products provided that Couchbase has given reasonable written notice to Customer to migrate to the then-current version of the Products (unless the infringing portion is also in the then-current, unaltered release); (vi) Couchbase's compliance with any materials, designs, specifications or instructions provided by Customer; or (vii) arising out of Customer's continuation of the allegedly infringing activity after being notified of the alleged infringement claim. The Couchbase indemnification obligations will also not apply to any claim to the extent it arises from any matter for which Customer is obligated to indemnify Couchbase.

13.5. **Exclusive Remedy**. The terms of this Section constitute the entire liability of Couchbase and Customer's sole and exclusive remedy under the Agreement with respect to this Section.

14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL: (i) EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THE AGREEMENT, CUSTOMER'S INABILITY TO USE THE PRODUCTS, DOCUMENTATION, OR THE PROFESSIONAL SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE AGREEMENT; AND (ii) EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ALL LOSSES, CLAIMS AND DAMAGES (EXCEPT FOR FEES OWED UNDER THE AGREEMENT) EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE PRODUCT UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO THE LIABILITY. All limitations and exclusions of liability in the Agreement will apply even if the above stated remedies fail of their essential purpose and regardless of the form or source of claim or loss, whether the claim or loss was foreseeable, and whether the Couchbase Parties have been advised of the possibility of the claim or loss.

15. Term and Termination.

15.1. **Term**. The term of the Agreement will commence on the Effective Date and continue until terminated in accordance with the Agreement.

15.2. **Supplement Term.** A Supplement will begin on the earlier of (1) the date Customer begins to use the applicable Product or (2) the date Customer executes an Order for the applicable Product and will continue until the expiration of the Product Term.

15.3. **Termination**. Subject to Couchbase's rights under Section 15.4 below, either party may terminate an Order or the Agreement if the other party materially breaches its obligations hereunder and such breach remains uncured for thirty (30) days following written notice of the breach ("**Cure Period**"), provided that Customer must exercise such termination right within thirty (30) days of the end of the Cure Period. Customer's obligation to make a payment of any outstanding, unpaid fees shall survive termination of an Order or the Agreement. The Agreement will automatically terminate without notice to Customer ninety (90) days after the expiration of the last to expire Order in effect hereunder.

15.4. **Effect of Termination**. Upon termination or expiration of all active Orders or the Agreement, Customer shall (i) immediately cease any and all access to and delete the Products and Documentation (except as explicitly permitted to be retained by Customer in an Order) and all copies thereof; (ii) delete all Customer account information and Authorized User accounts; and (iii) immediately pay any outstanding Fees. Couchbase shall have no obligation to store (and may irretrievably destroy) all Customer Content (including backup data) after termination or expiration of the relevant Order or the Agreement. Provisions of the Agreement related to the following will survive termination or expiration of the Agreement: Customer Content, Third-Party Services, Customer Responsibilities, Previews, Proprietary Rights, Fees, Payment Terms and Taxes, Term and Termination, Confidentiality, Disclaimer of Warranty, Limitation of Liability, and General, and all others that by their sense and context are intended to survive the execution, delivery, performance, termination, or expiration of the Agreement.

16. General.

16.1. **Export Compliance.** Customer understands that the Products and related technology and services are subject to export control laws and regulations of the United States and other jurisdictions. Couchbase and Customer each represent that it is not named on any U.S. government denied-party list. Customer shall comply with all international and domestic export and economic sanctions laws or regulations that apply to Customer, the Products and any related technology or services. In furtherance of this obligation, Customer shall ensure that: (a) Customer's users do not use the Products or related technology or services in violation of any export restriction or embargo issued by the United States; and (b) it does not provide access to the Products or related technology or services to: (i) persons on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals; (ii) military or military intelligence end-users or for military or military intelligence end-use; or (iii) parties engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

16.2. **Force Majeure.** Neither party will be liable for any delay or failure in performance (except for any payment obligations by Customer) due to causes beyond its reasonable control.

16.3. **Publicity.** Customer agrees that Couchbase may include the Customer's name and logo in client lists and marketing materials that Couchbase may publish for promotional purposes from time to time and grants Couchbase a limited license to its trademark solely for this purpose, provided that Couchbase complies with Customer's branding guidelines.

16.4. **Assignment.** Customer may not assign the Agreement, in whole or in part, by operation of law or otherwise, without Couchbase's prior written consent. Any attempt to assign the Agreement without such consent will be null and of no effect. Subject to the previous sentence, the Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

16.5. **Severability and Waiver.** If for any reason a court of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect. The failure by either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provision. All waivers must be in writing and signed by both parties.

16.6. **Notices**. Any notice or communication provided by Couchbase under the Agreement may be provided by posting a notice on the Couchbase website, mail to Customer's address specified above, or via email to the relevant address associated with Customer's account. Any notice or communication provided by Customer under the Agreement shall be provided to Couchbase by certified mail, return receipt requested, to Couchbase Inc., Attn: Legal Department, 3155 Olsen Drive, Suite 150, San Jose, CA 95117, United States, with a copy emailed to legal@couchbase.com.

16.7. **Governing Law and Venue.** The Agreement is governed by the laws of the State of California, USA, excluding its conflicts of law rules. The parties expressly agree that the UN Convention for the International Sale of Goods will not apply. Any legal action or proceeding arising under the Agreement will be brought exclusively in the federal or state courts located in Santa Clara County, California and the parties hereby irrevocably consent to personal jurisdiction and venue therein.

16.8. **Entire Agreement and Amendments.** The Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding its subject matter, including any agreement on confidentiality previously executed by the parties. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Signatures transmitted electronically shall be deemed original signatures. Furthermore, no additional or conflicting terms stated on any other document will have any force or effect and are hereby rejected unless expressly agreed upon by the parties' duly authorized representatives in writing.

16.9. **No Prejudice**. Except as expressly stated in the Agreement, the exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

16.10. **Relationship of the Parties.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

16.11. **Future Functionalities.** Customer has not relied on the availability of any future version of the Products or any future product in making its decision to enter into the Agreement or any Order.

Exhibit A
SELF-MANAGED SOFTWARE SUPPLEMENT

This Supplement applies to any use by Customer of the Software. This Supplement and any applicable Order are governed by the MSA between Customer and Couchbase. Capitalized terms used but not defined in this Supplement have the meanings given to them in the MSA.

1. Definitions.
Capitalized terms used herein shall have the following definitions:
"Core" means the virtual representation of one or more hardware threads. A hardware thread can be either a physical core or a hyper-threaded core.
"Cross-Data Center Replication" means an asynchronous data replication system, involving replicating active data to multiple, geographically diverse data centers or data repositories.
"Deployment" means all Licensed Nodes and Licensed Devices within a particular workload or application.
"Development Nodes" means an instance of the Software deployed in a database environment used to create, revise, and integrate an application or system. Common database activities include schema development, data modeling, query development, SDK installation/configuration, and/or debugging.
"Licensed Device" means a unique device (such as a mobile device, laptop, or IoT device) that stores data locally using the "Couchbase Lite" or "Edge Server" product during a rolling thirty (30) day period.
"Licensed Node" means an instance of the Software running on a server, including a physical server, server blade, virtual machine, software container, or cloud server (whether in a testing, development, production, or other environment).
"RAM" or Random Access Memory, means the main memory used to store data for quick access by a computer's processor.

2. License Grant.
During the Product Term, and subject to Customer's compliance with the terms and conditions of the Agreement, Couchbase grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable (except as explicitly set forth herein), fee-bearing license to install and use the Software and Documentation only for Customer's own internal use and limited to the type, size, and number of Licensed Nodes and Licensed Devices paid for by Customer and in accordance with any additional license terms specified in the applicable Order, and for no other purpose whatsoever. Customer's license is subject to Customer maintaining a current, paid subscription for all use of the Software in any environments (e.g., testing, quality assurance, production, backup, or disaster recovery environments); provided that Development Nodes used solely for development purposes in a development environment shall only require a paid subscription if Customer requests Support or other services for such Deployment.

3. Responsibilities. In addition to the responsibilities in the MSA, Customer shall not and shall not allow any third party to:
(a) use or deploy the Software in excess of the number of Licensed Nodes and Licensed Devices for which Customer has paid the applicable Fees in accordance with the MSA;
(b) use or deploy the Software in excess of the number of Cores and RAM for each Licensed Node for which Customer has paid the applicable Fees in accordance with the MSA;
(c) use the Software for providing time-sharing services, service bureau services or as part of an application services provider or as a service offering primarily designed to offer the functionality of the Software; or
(d) use or transfer Licensed Nodes and/or Licensed Devices designated to a particular Deployment or project to another or new Deployment or project.

4. Support.
4.1 During the Product Term, Couchbase shall provide Customer with the level of Support stated in an Order and paid for by Customer, as well as the Software maintenance services (with the right to receive Software updates and upgrades made generally available by Couchbase) as set forth at https://www.couchbase.com/support-policy/enterprise-software/.

4.2 For all Licensed Nodes and Licensed Devices within a specific Deployment, all such nodes and instances must be at the same level of Support, including any that are used for disaster recovery or backup that are associated with the specific Deployment. For the avoidance of doubt, each specific Deployment can have its own level of Support.

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4.3 When using the Cross-Data Center Replication feature, Customer must have all Licensed Nodes and Licensed Devices at the same level of Support for all instances on all sides of the replication connection, including if one side of the connection is only used for disaster recovery or backup.

5. Verification of Usage.

During any Product Term and for at least one (1) year thereafter, Customer shall maintain complete and accurate records to permit Couchbase to verify the number of Licensed Nodes and Licensed Devices used by Customer and provide Couchbase with such records within ten (10) days of request. Every three (3) months within a Product Term (or on another cadence as mutually agreed between the parties), Customer shall self-certify to Couchbase any and all use of the Software, including the total number of Licensed Nodes and Licensed Devices used in any Deployment (including production, testing, and development). Such self-certification shall be in accordance with Couchbase's instructions and in the form of either a (i) written report signed by an authorized representative of Customer or (ii) copy of an automatically generated report created by Customer. Couchbase will review such reports and determine if any true up Order is required. Additional fees for any excess usage shall be calculated based on the fees specified in the applicable Order for the applicable Licensed Node or Licensed Device size and type, and prorated, as applicable. If the excess usage includes nodes or device sizes or types for which fees are not specified in the applicable existing Order, then the (additional) fees shall be calculated based on Couchbase's list price in effect at the time and prorated, as applicable. Any fees assessed hereunder shall be payable in accordance with the MSA.

6. Software Termination.

In addition to Customer's termination obligations in the MSA, upon termination or expiration of all active Orders or the Agreement, Customer will uninstall the Software as described in the then-current Couchbase uninstallation instructions (located at: https://docs.couchbase.com/manual/uninstall/ or any successor location). Upon request, Customer shall provide written certification signed by an officer of Customer of cessation of use and destruction of the Software within five (5) calendar days of the request.

Exhibit B
CAPELLA SUPPLEMENT

This Capella Supplement applies to Customer's use of the Cloud Service. This Supplement and any applicable Order are governed by the MSA between Customer and Couchbase. Capitalized terms used, but not defined in this Supplement, have the meanings given to them in the MSA.

1. Definitions.
Capitalized terms used herein shall have the following definitions:
"Clusters" mean any database deployments in the Cloud Service.
"Cloud Control Plane" means the user interface of the Cloud Service.
"Cloud Environment" means the infrastructure-as-a-service cloud environment provided by a third-party cloud service provider in which the Cloud Service may be deployed by Customer.
"DPA" means the Couchbase Capella Data Processing Addendum available at https://www.couchbase.com/capella-data-processing-addendum/ (or any successor location), as updated from time to time.

2. Access and Use of the Cloud Service.
2.1 Subject to Customer's compliance with the Agreement, Couchbase grants to Customer and Customer's Authorized Users a limited, non-exclusive, revocable, non-transferable, non-sublicensable, and non-assignable right to use the Cloud Service and the Documentation within the service plan purchased, solely for the internal use of Customer and, to the extent expressly authorized by Couchbase in writing, Customer's Affiliate(s); provided, Customer shall remain fully responsible for its Affiliates' compliance with the Agreement. Couchbase may provide upgrades, patches, enhancements, updates, or fixes for the Cloud Service and the Documentation, all of which shall be subject to the Agreement.

2.2 Use of the Cloud Service requires Customer and/or each Authorized User to create a user account and provide a username, password, and/or other account credentials ("**Registration Information**"). By providing Registration Information, Customer and any Authorized Users consent to receive email communications from Couchbase. Customer shall notify Couchbase immediately of any unauthorized use. Couchbase reserves the right, but is not required, to reset or terminate any Registration Information if Couchbase suspects unauthorized access or use. Customer is responsible for the use of the Cloud Service by Authorized Users and any other person(s) to whom Customer has given access to the Cloud Service, even if Customer did not authorize such use.

3. Customer Obligations.
3.1 Customer agrees that to use the Cloud Service, Customer is responsible for: (i) selecting a Cloud Environment; (ii) protecting the confidentiality and security of all Registration Information, including by properly configuring any Third-Party Services; (iii) implementing and maintaining appropriate technical and security measures to protect Customer Content against accidental or unlawful destruction, loss, alteration, disclosure, or access; (iv) not interfering with and, if necessary, enabling Cloud Service updates to ensure Customer uses a current version of the Cloud Service; (v) implementing and maintaining appropriate configurations of the Cloud Service, including to enable the backup services and disaster recovery features; (vi) properly securing and maintaining any Customer system connected to the Cloud Service (including through the regular rotation of access keys and other industry-standard steps to preclude unauthorized access); (vii) any application or service that Customer makes available to its end users that interacts with or has access to the Cloud Service; and (viii) notifying Couchbase immediately if Customer believes there has been unauthorized access to or use of the Cloud Service.

3.2 Except as otherwise expressly permitted in this Supplement, Customer shall not, shall not attempt to, and shall not permit any party (including any Authorized User) to circumvent, interfere with, abuse, penetration test, or endanger the operation or security of the Cloud Service.

4. Security. Couchbase will implement and maintain appropriate technical and organizational security measures. Current technical and organizational security measures are described at Annex B of the DPA.

5. Customer Content.
5.1 Customer grants to Couchbase a limited, non-exclusive, royalty-free, worldwide right and license to use, display, host, copy, process, archive, and transmit any and all Customer Content or other data provided by Customer in connection with Support ("**Support Content**," together with Customer Content, "**Service Content**") to provide and improve the Cloud Service in accordance with the Agreement. Customer represents and warrants and shall ensure that it has the right to provide such right and license and that neither the Service Content itself nor its use by Couchbase for purposes under the Agreement shall violate any applicable law or otherwise violate any third-party rights, including intellectual property rights and privacy rights.

5.2 Customer represents and warrants that it shall not transmit to Couchbase: (i) protected health information as defined under the Health Insurance Portability and Accountability Act or similar laws unless Customer and Couchbase have entered

into an appropriate Business Associate Agreement ("**BAA**"), in which case such BAA is hereby incorporated by reference; or (ii) data that requires additional security measures not provided for under the Agreement until the Parties have executed an applicable agreement providing for such measures. If any such Service Content is inadvertently transmitted to Couchbase, Customer acknowledges and agrees that it shall cooperate with Couchbase to securely delete such Service Content.

5.3 With respect to any Personal Data (as defined in the DPA) processed by Couchbase in connection with providing the Cloud Service, Couchbase shall comply with the DPA. Couchbase may collect certain registration and usage data about Customer's (and Authorized Users') use of the Cloud Service. With respect to any Personal Data obtained by Couchbase as a controller, Couchbase shall comply with the Couchbase Privacy Policy.

6. Feedback. For purposes of the Cloud Service, Feedback includes data that Couchbase derives or generates from Customer's use (including usage data in anonymized and aggregated form) of the Cloud Service. Such anonymized and aggregated usage data does not constitute Customer's Confidential Information.

7. Cloud Service Fees.
7.1 Fees. Customer may select a service plan for the Cloud Service via an Order, by issuing a purchase order ("**PO**") compliant with the MSA, or other methods made available by Couchbase, and shall pay Couchbase applicable Fees for the Cloud Service in accordance with the Fees, Payment Terms and Taxes Section of the MSA and the description of fees and charges available at https://www.couchbase.com/CapellaServiceFees/ (or any successor location), as updated from time to time, which is incorporated by reference herein.

7.2 Calculation of Fees. Couchbase calculates and invoices Fees based on: (i) Customer's metered use of the Cloud Service as described on the Customer's Cloud Control Plane; (ii) as agreed between Couchbase and Customer in an applicable Order; or (iii) as applicable, Couchbase's then-current list prices. Couchbase reserves the right to increase its fees and charges for On-Demand Credits (as defined in the description of fees and charges) with at least thirty (30) days' prior notice provided electronically through the Cloud Service or comparable means. Customer shall be responsible for and pay any Fees arising out of any usage of On-Demand Credits under its accounts, as set forth in the Agreement.

7.3 Credit Card Billing. If Customer elects monthly billing by credit card or another payment method accepted by Couchbase, Customer authorizes Couchbase to charge applicable monthly fees for its Cloud Service usage to that credit card or other payment method. In the event of a failed payment, Couchbase may attempt to re-process the payment multiple times. If Customer has not provided a backup payment method(s) and Customer fails to provide payment, or if all payment methods in Customer's account fail, Couchbase may suspend Customer's Cloud Service access pursuant to Section 9 (Suspension of the Cloud Service). In the event of a chargeback initiated by Customer, Couchbase reserves the right to immediately suspend or terminate Customer's account and pursue any outstanding amounts due, including fees incurred by Couchbase as a result of the chargeback.

8. Support and Service Level Agreement. Couchbase will (i) provide Support pursuant to the service plan selected by Customer through the Cloud Control Plane or in an Order and paid for by Customer, and (ii) use commercially reasonable efforts to meet or exceed the service levels for Customer's service plan set forth in the service level agreement available at https://www.couchbase.com/CapellaSLA, as updated from time to time ("**Service Level Agreement**"). For prepaid Credits (as defined in the description of fees and charges), associated Support expires at the earlier of the consumption or expiration of the prepaid Credits. For On-Demand Credits, Support is available for so long as Customer pays for the On-Demand Credits and expires upon consumption of the On-Demand Credits. In connection with Support, Couchbase may receive performance and operational data regarding technical operations of the Cloud Service. Couchbase will only use such data to provide the Cloud Service and Support and in aggregate form to improve the Cloud Service.

9. Suspension of the Cloud Service. In addition to the termination provisions in the MSA and notwithstanding anything to the contrary in the Agreement, Couchbase may suspend or terminate access to the Cloud Service: (i) immediately without notice if necessary to preserve Couchbase's rights or Couchbase reasonably determines that Customer or any Authorized User of the Cloud Service threatens the security, integrity or availability of the Cloud Service, or otherwise breaches applicable laws or regulations; (ii) immediately without notice if Service Content or Customer's use of the Cloud Service exposes Couchbase or its partners to third-party liability and, in such case, Couchbase may delete any Service Content (including back up data) relating to such account after providing reasonable notice; or (iii) on written notice if Customer fails to comply with the Fees, Payment Terms and Taxes Section of the MSA or the Cloud Service Fees Section herein. Additionally, Couchbase may suspend Cloud Service access for any modifications or other scheduled maintenance. If commercially feasible, Couchbase will provide advance notice of any such suspension and limit any suspension to the minimum extent and duration required. Customer will remain responsible for all Fees and charges Customer has incurred up to and during any period of suspension of the Cloud Service and will not be entitled to any credit or refund. Couchbase will use commercially reasonable efforts to restore Customer's access to the Cloud Service promptly following resolution of the cause of Customer's suspension.