

IMPORTANT - READ CAREFULLY

This EnterpriseDB Cloud Services Agreement ("Agreement") is a legal document between you ("Customer") and EnterpriseDB Corporation ("EnterpriseDB"). It is important that you read this document before using the Cloud Services, Support or Services. By signing an order form incorporating this Agreement ("Order Form") or by using the Cloud Services, Support or Services, Customer agrees to be bound by the terms of this Agreement, including, without limitation, the warranty disclaimers, limitations of liability and termination provisions below. Customer agrees that this Agreement is enforceable like any written agreement negotiated and signed by Customer. If Customer does not agree with the terms and conditions of this Agreement, Customer is not permitted to use the Cloud Services, Support and/or Services, as applicable. This Agreement is effective ("Effective Date") as of the earlier of the date the Order Form is signed by both parties or Customer receives the Cloud Services, Services or Support as applicable.

1. Cloud Services.

1.1 Cloud Services. *EnterpriseDB shall make the Postgres Plus Cloud Database (the "Cloud Services") available to Customer pursuant to this Agreement and the relevant Order Forms during the time period specified on such Order Forms. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by EnterpriseDB regarding future functionality or features. Customer agrees that its Users shall abide by all usage limitations stated on the applicable Order Forms. "User" means an individual who is authorized by Customer to use the Cloud Services. Users are Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business. Customer is liable for all violations of this Agreement by its Users. The Cloud Services may contain open source software programs; the use of these open source programs is permitted by open source licenses and not this Agreement. Customer shall deploy the Cloud Services in an account, registered to Customer, with the Amazon Web Services cloud computing platform ("AWS") as provided by Amazon Web Services, Inc. ("Amazon"); provided that EnterpriseDB will have no liability for any act or omission of Amazon, and will not be responsible for any interruption in, or delay of, Customer's ability to access and use the Cloud Services arising out of interruptions in the AWS service, network or telecommunications technology required to access AWS.*

1.2 Right to Use Postgres Plus Advanced Server. *As part of the EDB Cloud Database Cloud Services only:*

1.2.1 Postgres Plus Advanced Server. Subject to the terms and conditions of this Agreement, EnterpriseDB grants to Customer a non-exclusive, non-transferable right: (i) to use Postgres Plus Advanced Server (the "Software") as provided as part of the Cloud Services on the Amazon EC2 instances specified on the applicable Order Form, and (ii) to use the Software for Customer's internal business operations ("Authorized Use") during the time that Customer is current in the payment of the applicable fees. The Software may contain open source software programs; the use of these open source programs is permitted by open source licenses and not this Agreement.

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

2. EnterpriseDB Responsibilities. EnterpriseDB shall: (a) provide Support for the Cloud Services to Customer as described in Section 4, (b) use commercially reasonable efforts to make the Cloud Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which EnterpriseDB shall use commercially reasonable efforts to give notice via the Cloud Services and which EnterpriseDB shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Eastern Standard Time), and (ii) any unavailability caused by circumstances beyond EnterpriseDB's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider and cloud service provider failures or delays, or denial of service attacks, and (c) provide the Cloud Services only in accordance with laws and government regulations applicable to its business in the provision of the Cloud Services.

3. Customer Responsibilities. Customer shall (a) be responsible for Customer's Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use the Cloud Services only in accordance with the Terms of Use found at <http://www.enterprisedb.com/cloud-database/terms-of-use> as updated from time to time,

and applicable laws and government regulations, (d) not make the Cloud Services available to anyone other than Users, and notify EnterpriseDB promptly of any unauthorized access or use, (e) not sell, resell, rent or lease the Cloud Services, (f) not use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (g) not use the Cloud Services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, (h) not interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein, (i) not attempt to gain unauthorized access to the Cloud Services or their related systems or networks, (j) not copy, modify or create derivative works of the Cloud Services, (k) not decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Cloud Services, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Cloud Services; or (l) not access the Cloud Services in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Cloud Services. "Customer Data" means all electronic data or information submitted by Customer to the Cloud Services.

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

5. Professional Services. *EnterpriseDB will provide professional services ("Services") and deliverables ("Deliverables") to Customer as outlined in a Statement of Work ("SOW") incorporating this Agreement. Each SOW will become binding when signed by both parties and will be governed by the terms and conditions of this Agreement. Each party will appoint a project manager ("Project Manager") in each SOW with reasonable decision-making authority as well as other personnel in order to facilitate the fulfillment of the parties' obligations under the applicable SOW. Unless otherwise stated in an applicable SOW, all Services will be accepted upon delivery. Customer may request a change in the commencement date of a Service by no more than thirty (30) days, with written notice received by EnterpriseDB at least five (5) business days prior to commencement date of such Service with no penalty. If written notice is received within*

five (5) business days of the commencement date of the Service, then an additional twenty-five percent (25%) of the original fee will be charged to Customer.

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

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

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

8. Ownership.

8.1 Cloud Services; Deliverables. EnterpriseDB and its licensors retain all right, title and interest in and to the Cloud Services and the Software and any modifications and enhancements to the Cloud Services and the Software and all upgrades, including all intellectual property rights that are not expressly granted in this Agreement. EnterpriseDB shall own all right, title and interest in and to all Deliverables, and EnterpriseDB hereby grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. EnterpriseDB will have the sole right to use and/or to apply for patents, copyrights or other statutory or common law protections for any Deliverable. Customer agrees that nothing in this Agreement will be deemed to prohibit or limit EnterpriseDB's use, now or at any time, of ideas, concepts, know-how, methods, techniques, skill, knowledge and

experience, in any way whatsoever that are used or developed in the performance of Support or Services under this Agreement, any SOW or any Order Form, subject to EnterpriseDB's obligations with respect to Customer's Confidential Information. Further, Customer agrees that should EnterpriseDB perform Support or Services on products licensed by EnterpriseDB or used by EnterpriseDB to provide Support or Services, then EnterpriseDB retains, and Customer hereby assigns, all right, title, and interest in and to all modifications, enhancements, customizations, source code, acquired or developed during the performance of the Support or Services under this Agreement, any SOW or any Order Form.

8.2 Customer Data. Customer authorizes EnterpriseDB to host, copy, transmit, display and adapt the Customer Data as necessary for EnterpriseDB to provide the Cloud Services in accordance with this Agreement. Subject to the limited rights granted by Customer hereunder, EnterpriseDB acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.

8.3 Suggestions. EnterpriseDB shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Cloud Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Cloud Services.

9. Indemnification.

9.1 By Customer. Customer shall defend, indemnify and hold EnterpriseDB harmless against any claim, demand, suit, proceeding, liabilities, losses, costs and expenses made or brought against EnterpriseDB by a third party alleging that Customer Data or Customer's use of the Cloud Services in violation of this Agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

9.2 By EnterpriseDB. If a claim is brought against Customer during the time Customer has purchased Cloud Services claiming that such Cloud Services infringe any U.S. intellectual property right of any third party ("Claim"): (a) EnterpriseDB will defend the Claim; (b) if Customer's use of the Cloud Services hereunder is enjoined due to the type of claim specified in this section, then EnterpriseDB will, at its sole option and expense: (i) procure for Customer the right to continue using the Cloud Services under the terms of this Agreement; (ii) replace or modify the Cloud Services so that they are non-infringing; or (iii) replace the infringing components with non-infringing components; and (c) if the Cloud Services are found to infringe any valid U.S. intellectual property right of such third party and any damages are awarded as a result of such infringement, EnterpriseDB will

pay such damages up to the amount paid under this Agreement during the twelve (12) month period preceding the date of the Claim. EnterpriseDB's obligations under this Section 9.2 are contingent upon: (x) Customer giving prompt written notice to EnterpriseDB of any such claim; (y) Customer allowing EnterpriseDB to control the defense and any related settlement of any such claim; and (z) Customer furnishing EnterpriseDB with reasonable assistance in the defense of any such claim. EnterpriseDB will have no obligation to indemnify Customer with respect to any claims relating to open source components of the Cloud Services. The foregoing indemnity obligations will not apply to claims arising from: the combination of the Cloud Services with products or services not provided by EnterpriseDB; the modification of the Cloud Services pursuant to specifications of Customer; the modification of the Cloud Services other than as directed by EnterpriseDB in writing; or use of the Cloud Services in a manner not permitted or contemplated hereunder. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ENTERPRISEDB'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

10. Warranties and Disclaimer.

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

10.2 Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION 10, ENTERPRISEDB PROVIDES THE CLOUD SERVICES, SOFTWARE, SERVICES AND SUPPORT TO CUSTOMER "AS IS" AND ENTERPRISEDB DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

11. Limitations of Liability. Notwithstanding any other clause in this Agreement, in no event will EnterpriseDB be liable for any special, indirect, incidental, punitive, exemplary or consequential damages (including, without limitation, any failure to realize savings or other benefits; any loss of use; or any claims made by or any payments made to any third

person), any loss of revenue or profits, any loss and/or damage arising from or in connection with a virus, or any loss of data and/or damage arising there from or relating thereto, in each case arising from or in connection with this Agreement or the use or performance of any Cloud Services, Software, Support or Services whether in an action based on contract, tort or any other legal theory, whether or not EnterpriseDB has been notified of the possibility thereof. Notwithstanding any other clause in this Agreement, EnterpriseDB's total aggregate liability and Customer's sole remedy for any damages arising from or in connection with this Agreement or the use or performance of any Cloud Services, Software, Support or Services whether in actions based on contract, tort or any other legal theory, and whether or not EnterpriseDB has been notified of the possibility thereof, will be limited to proven direct damages caused by EnterpriseDB's sole negligence in an amount not to exceed the amount paid under this Agreement during the twelve (12) month period preceding the date of the claim. The foregoing limitations, exclusions and disclaimers are an allocation of the risk between the parties and will apply to the maximum extent permitted by applicable law, even if any remedy fails in its essential purpose.

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

13. Term and Termination. *This Agreement commences on the Effective Date and continues until terminated as provided in this Agreement. The right to use the Cloud Services and Postgres Plus Advanced Server terminates upon the termination of this Agreement. Either party may terminate this Agreement by giving written notice to the other, in the event the other party (a) ceases to do business in the ordinary course, (b) becomes or is declared insolvent or bankrupt, (c) is the subject of any proceeding related to its liquidation or insolvency, which proceeding, if involuntary, is not dismissed within sixty (60) days, (d) makes an assignment for the benefit of its creditors, or (v) materially breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after receipt of written notice of such breach given by the non-breaching party.*

In the event of a termination of this Agreement, Customer must cease all use of the Cloud Services. Upon any termination for cause by EnterpriseDB, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination and shall forfeit any prepaid fees for Cloud Services. In no event shall any termination relieve Customer of the obligation to pay any fees payable to EnterpriseDB for the period prior to the effective date of termination. Sections 1.2.2, 3, 6-9, 10.2 and 11-14 will survive the expiration or termination of this Agreement. In addition, Customer will pay EnterpriseDB all monies that become due prior to the date of termination.

14. Miscellaneous.

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

14.2 Severability. *If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable provided, however, that if Sections 10 and 11 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety.*

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

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

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

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

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

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

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

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

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

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

Schedule A

Support Terms

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

<i>Severity Error Level 1 Resolution Goal</i>	<i>24 Hours</i>
<i>Severity Error Level 2 Resolution Goal</i>	<i>48 Hours</i>
<i>Severity Error Level 3 Resolution Goal</i>	<i>5 Business Days</i>
<i>Initial Response Goal</i>	<i>1 Hour</i>
<i>Support Hours</i>	<i>24 x 7</i>
<i>Incident Type</i>	<i>Production Support</i>
<i>Number of Annual Support Incidents</i>	<i>Unlimited</i>
<i>Named Contacts</i>	<i>1 per Cluster</i>

2. Support Prerequisites. *Customer will cooperate with and provide assistance to EnterpriseDB as EnterpriseDB may reasonably request in order to assist EnterpriseDB in the performance of Support, including, without limitation, providing all necessary assistance and information (according to the formats and templates specified by EnterpriseDB) to EnterpriseDB's support personnel reasonably required to enable such personnel to determine if a Customer problem is related to an Error or is due to some other issue. Customer will provide EnterpriseDB functioning test code which reproduces and isolates the Error. The test code will have extraneous comments and code removed and to the extent possible, will be fully self-contained and automated, and will demonstrate the precise Error reported rather than other possible problems. The test code must be reproducible on EnterpriseDB's test systems. If Customer finds it necessary or expedient to include third party code or libraries in the test code submitted to EnterpriseDB, Customer is responsible for obtaining permission from the applicable third party for such submission. If Customer cannot provide test code which reproduces the problem, EnterpriseDB may be unable to resolve the Error, but will be available to work with Customer to assist in the development of a test case. All Support is provided remotely from EnterpriseDB's offices. Customer will provide EnterpriseDB with access (via remote telecommunications and, if applicable, on-site access) at Customer's premises to the extent reasonably necessary to allow EnterpriseDB to provide the Support. Customer will bear all costs associated with procuring, installing and maintaining all equipment, telephone lines and communications interfaces necessary for EnterpriseDB to have the necessary telecommunications access to provide Support. If EnterpriseDB personnel travel to a Customer location for an issue that is not an Error in the Cloud Services, EnterpriseDB may charge Customer standard consulting rates plus travel and living expenses. EnterpriseDB will provide Support for open source components created and maintained within the PostgreSQL community when they are distributed by EnterpriseDB with modifications for compatibility with Postgres Plus Advanced Server. EnterpriseDB will make best efforts to provide support for open source components created and maintained within the PostgreSQL community and distributed 'as is' by EnterpriseDB.*

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

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

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

3.3 A modification, enhancement or customization of the Cloud Services or Software;

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

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

3.6 Cloud Services or software obtained from any place other than through the EnterpriseDB website; or

3.7 APIs interfaces or data formats other than those included with the Cloud Services or Software.

3.8 Use of the Cloud Services or Software for providing time-sharing services, service bureau services or as part of an application services provider or software as a service offering.

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

4. Definitions

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

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

4.3 "Error" means a failure of Cloud Services to materially conform to the specifications as described in the applicable Documentation.

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

4.5 "Named Contacts" mean the individuals authorized to contact EnterpriseDB for Support. Such individuals should be trained and knowledgeable about the Cloud Services and the EnterpriseDB resolution procedures to be used with the Cloud Services. Named Contacts may be changed by providing EnterpriseDB with at least ten (10) days prior written notice.

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

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

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

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

4.10 "Severity 3 Error" means minor functions of the Cloud Services, which is in production, are not performing in accordance with the Documentation.

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

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