

DBeaver Enterprise Software Agreement

This Enterprise Agreement (the "Agreement") is effective as of the last date written below and is between the entity listed as signatory below ("you" and also, "Client") and DBeaver Corporation ("DBeaver") to govern use of the Software.

1. Definitions in this Agreement

1.1 "Confidential Information" means any non-public commercial, financial, marketing, business, sales, customer, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party in connection with this Agreement, that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary, including the features and functionality of the Software and the terms of this Agreement.

1.2. "License Key" means a unique key-code file, provided by DBeaver or its authorized representatives, that enables the Client to use the Software for a determined number of users.

1.3. "Software" means the software program known as DBeaver in binary form, including its documentation, any third-party software programs that are owned and licensed by parties other than DBeaver and that are either integrated with or made part of Software (collectively, "Third Party Software").

2. Ownership

The Software is the property of DBeaver or its suppliers. All right, title, and interest in and to the Software, in whole and in part, all copies thereof and all modifications, enhancements, derivatives and other alterations of the Software regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of DBeaver.

3. Third-Party Java Database Connectivity Drivers

The Software may contain third-party Java database connectivity drivers which require notices and/or additional terms and conditions. You have to read and accept such third party driver in the driver settings dialog appearing before the first usage and Client shall look solely to that third party in connection therewith.

4. Grant of Rights

4.1. DBeaver hereby grants Client a non-exclusive, non-transferable, and non-sublicensable license to use the Software, and subsequent versions thereof in accordance with the License Key.

4.2. Client may: (i) Use the License Key on more than one computer system, as long as it is always used by the same users. Each new user of the Software requires an additional License Key. (ii) Use the License Key on (a) the CloudBeaver Enterprise Edition server, (b) Amazon Machine Image, with such license restrictions are determined by AWS marketplace rules, and (c) the Team Edition Server. DBeaver Team Edition supports horizontal scalability and installation in the multi-server infrastructure with orchestration. You need only one license key for the cluster. Each new cluster requires its own License Key. One license key provides access to a limited number of users with roles determined in the license. If you need to add an additional user to your infrastructure, you have to extend the number of users of your license to get an updated license key. (iii) Make copies of the Software and the License Key as reasonably necessary for the use authorized by this Agreement, including backup and/or archival purposes. No other copies may be made. Each copy must reproduce all copyright and other proprietary rights notices on or in the Software. (iv) Notwithstanding the non-transferability, Client may transfer a license to another user in the same organization, when, and only when, the designated Client (user) moves to non-database tasks or leaves the organization.

5. Evaluation License

If selected by Client, a time limited version of the Software, Evaluation License, may be provided for a period of up to fourteen (14) days ("Trial Period") from the date of issuing a temporary evaluation License Key. The time limited version is subject to all terms set forth in this Agreement with the exception that the Evaluation License is not for general commercial use. The Software contains a feature that will automatically disable the Software after the Evaluation Period has expired. Client may not disable, destroy, or remove this feature of the Software, and any attempt to do so will be in violation of this Agreement and grounds for immediate termination of this Agreement.

6. Client Covenants

Client covenants and agrees that it shall not: (i) reverse engineer, decompile, disassemble, modify, translate, attempt to discover the source code of the Software in whole or in part; (ii) distribute, copy, publish, assign, sell, bargain, convey, transfer, pledge, lease or grant any further rights to use the Software; (iii) modify or create derivative work based Software in whole or in part; (iv) tamper with, alter, disable or circumvent the Software's built-in license verification and enforcement capabilities; (v) introduce any viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code") into the Software; (vi) remove or alter any trademark, copyright, logo or other proprietary notices in the Software; or (vii) disclose the License Key in any way.

7. Warranties

7.1. **Warranty of Functionality.** DBeaver warrants that (i) the Software will perform substantially in accordance with the functionality described and is generally defect free, and (ii) such functionality will not be materially decreased during the then-current term. Client's sole and exclusive remedy for DBeaver's breach of this warranty shall be that DBeaver shall be required to use commercially reasonable efforts to modify the Software to achieve in all material respects the functionality described in the applicable documentation and if DBeaver is unable to restore such functionality, Client shall be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Software for the terminated portion of the then-current subscription term. DBeaver shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem. The warranties set forth in this Section 7.1 are made to and for the benefit of Client only. Such warranties shall only apply if the applicable Software has been utilized in accordance with the applicable documentation, this Agreement and applicable law.

7.2. EXCEPT AS OTHERWISE STATED IN THIS SECTION 7, THE SOFTWARE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED IN THIS SECTION 7.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY DBEAVER. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

8. DBeaver Representations

DBeaver represents, warrants, and covenants that it and each of its affiliates and their respective agents and subcontractors (i) use and will continue to use commercially reasonable efforts to ensure that there is no slavery, human trafficking, and/or child or forced

labor in any part of their respective businesses or supply chain; (ii) have not, and their respective directors, officers, and employees have not, been convicted of any offense involving slavery, human trafficking, and/or child or forced labor; and (iii) are not currently and have not in the past been the subject of any investigation, inquiry, or enforcement proceedings in relation to an alleged offense in connection with slavery, human trafficking, and/or child or forced labor.

9. Limitation of Liability

9.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE SUCH DAMAGES SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 9.2 BELOW.

9.2. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID FOR THE SOFTWARE GIVING RISE TO THE LIABILITY DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD.

9.3. The limitations of liability set forth in Section 9.2 shall not apply to (i) either party's indemnification obligations pursuant to Section 10 below, (ii) fees due under this Agreement, (iii) a breach of Section 12 of this Agreement; or (iv) any fraud, gross negligence, or willful / intentional misconduct on the part of either party. Notwithstanding anything to the contrary, neither party shall be liable to the other party to the extent such liability would not have occurred but for the other party's failure to comply with the terms of this Agreement.

9.4. Both parties acknowledge that the fees reflect the allocation of risk set forth in this Agreement and that the parties would not enter into this Agreement without these limitations on their liability.

10. Third-party Claims and Indemnification

10.1. Infringement. Subject to the terms and conditions set forth in Section 9, DBeaver shall, at its own expense, defend Client from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Software, as used in accordance with this Agreement, infringes such third party's valid patents, copyrights or trademarks, or misappropriates such third party's trade secrets, and shall indemnify Client from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees)

(collectively, "Losses") to the extent based upon such Claim(s). DBeaver will have no liability for Claims or Losses to the extent arising from (i) use of the Software in violation of this Agreement or applicable law, (ii) use of the Software after DBeaver notifies Client to discontinue use because of an infringement claim, (iii) modifications to the Software not made by DBeaver, or made by DBeaver based on Client specifications or requirements, (iv) use of the Software in combination with any non-DBeaver software, application or Software including, without limitation, the integration or interface of the Software with any third party software or API, or (v) Softwares offered by Client or revenue earned by Client for such Softwares. If a Claim of infringement as set forth above is brought or threatened, DBeaver shall, at its sole option and expense, use commercially reasonable efforts either (i) to procure a license that will allow Client to continue using the Software without cost to Client; (ii) to modify or replace all or portions of the Software, as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate this Agreement and refund to the Client a prorated refund of the subscription fees paid under this Agreement for the terminated portion of the term. The rights and remedies granted to Client under this Section 10.1 state DBeaver's entire liability, and Client's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

10.2. Client's Indemnity. Subject to the terms and conditions set forth in this Section 10, Client shall, at its own expense, hold harmless and defend DBeaver from and against any and all Claims: (i) alleging that the Client Data or any trademarks or Software marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or violates applicable law; (ii) arising from Client's breach of any of terms of this Agreement or violation of applicable laws; or (iii) arising from Client's gross negligence or willful misconduct, and shall indemnify DBeaver from and against liability for any Losses to the extent based upon such Claims.

11. Termination

This Agreement is effective until terminated. Client may terminate this Agreement at any time by destroying/permanently deleting all copies of Software. This Agreement may be terminated by either party if the other party commits a material breach. Either party will have thirty (30) calendar days following the receipt of written notice to remedy any material breaches. Immediately upon termination, any License Key in possession, custody or control of Client must be destroyed and written confirmation of such destruction provided to DBeaver. Client agrees that upon termination of this Agreement for any reason, DBeaver may take any action necessary to ensure that the Software no longer operates.

12. Confidentiality

Client (a) will not disclose Confidential Information of DBeaver to any third party unless DBeaver approves the disclosure in writing or the disclosure is otherwise permitted under this paragraph (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to

its employees, Affiliates, agents, and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this paragraph. These obligations will continue for a period of two (2) years following expiration or termination of this Agreement. Client may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible and feasible, will provide advance notice to DBeaver to enable the Discloser to seek a protective order or other similar protection. Information is not Confidential Information, if (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement; (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information; (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient; or (e) the information is licensed under an open source license. For clarity, Client's use of DBeaver shall not be considered confidential and DBeaver has the right to use Client's name and logo on www.dbeaver.com and related marketing materials.

13. Governing Law and Dispute Resolution

In all respects this Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to conflict of law principles. Notwithstanding any contrary provision of this Agreement, all disputes, claims, controversies and matters relating to or in connection with this Agreement (or the breach thereof) or any transactions hereunder shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. All arbitrations shall be conducted and resolved on an individual basis and not a class-wide, multiple plaintiff or similar basis. No arbitration shall be consolidated with any other arbitration proceeding involving any other person or entity.

14. Insurance

14.1. DBeaver agrees to obtain and maintain and keep in full force and effect, at DBeaver's expense, the forms of insurance with the minimum limits of insurance stated below with deductibles not to exceed \$250,000. All insurance coverage shall provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. DBeaver will endeavor to provide for at least thirty (30) days' prior written notice to Client in the event of any modification or cancellation. If requested, DBeaver will furnish Client with certificates of insurance in satisfactory form, evidencing its compliance with these provisions.

14.2. Insurance coverages: (i) statutory workers' compensation coverage and employers liability coverage at \$1,000,000 per occurrence. (ii) professional liability (aka Errors & Omissions liability), endorsed to cover Software provided by subcontractors if any at \$3,000,000 per occurrence and aggregate. (iii) commercial general liability on an occurrence basis at \$1,000,000 per occurrence and aggregate, including premises operations, products and completed operations, contractual liability, and personal and advertising injury coverages. (iv) umbrella liability on a follow form basis at \$4,000,000 per occurrence and aggregate excess of the commercial general liability and commercial automobile liability insurance.

15. Assignment and Subcontracting

Either party may assign this Agreement upon the provision of written notice to the other Party. This Agreement shall inure to benefit and bind the parties hereto, and their successors and assigns. Client agrees that that DBeaver may subcontract any aspect of the Software and shall not be responsible or liable for any breach by the applicable Software provider that is beyond DBeaver's reasonable control.

16. Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

17. Severability

If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

18. Integration

This Agreement is the entire agreement between Client and DBeaver relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

19. Reservation of rights

All rights not expressly granted in this Agreement are reserved by DBeaver. DBeaver reserves the right at any time to cease the support of the Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

20. Relationship of the Parties.

This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although DBeaver reserves the right to name Client as a user of the Software in a press release or similar public statement.

21. Force Majeure.

Neither party shall be liable for loss, delay, nonperformance to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving DBeaver employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly.

22. eSignature

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.