

LICENSE AGREEMENT

BACKGROUND

This License Agreement (the “**Agreement**”) is a comprehensive legal contract between the user (“**Customer**” or “**you**”) and DBT Solutions AB (the “**Company**” or “**we**”). This Agreement governs the use of the DBtune software and services (the “**Software**”).

ACCEPTANCE OF TERMS

By signing a Subscription Agreement for the Software, clicking “accept” or “I agree” or similar, or by accessing or using the Software, you explicitly acknowledge that you have thoroughly reviewed and understood the terms and conditions outlined in this Agreement. Use of the Software constitutes full acceptance of these terms. If you do not agree with any part of this Agreement, you may not use the Software. For the avoidance of doubt, this Agreement governs both the use of SaaS (software as a service), on-premises or on Virtual Private Cloud (VPC) versions of the Software provided to you by the Company. However, when the Customer is accessing the SaaS version of the Software no license to the Software is granted to the Customer by the Company.

UPDATES AND MODIFICATIONS

The Company reserves the right to update and modify this Agreement by giving a thirty (30) days’ written notice to the Customer. Continued use of the Software after such written notice constitutes acceptance of the updated terms.

DEFINITIONS

“**Deliverable**”: Any tangible or intangible product, report, analysis, recommendation, or output resulting from the Services as described in a Subscription Agreement.

“**Services**”: Services provided by the Company as outlined in an applicable Subscription Agreement, which may include, but are not limited to, database performance optimization, analysis, and consulting services.

“**Software**”: The Company’s product as provided to the Customer by the Company, either as a SaaS or on-premises version.

“**Subscription Agreement**”: Any written agreement, statement of work, or contract executed by both parties, detailing the scope, deliverables, fees, and other terms of engagement.

SERVICES

Engagement

This Agreement serves as the overarching framework governing all Subscription Agreements executed by the parties. Each Subscription Agreement may contain specific terms and conditions, which will apply exclusively to that particular engagement. Our general terms and conditions apply as a supplement to this Agreement and any Subscription Agreement.

Performance

The Company agrees to use reasonable efforts to perform the Services diligently, with due care and skill, and in accordance with the descriptions, specifications, and timelines specified in the applicable Subscription Agreement.

Cooperation and Resources

The Customer agrees to provide timely cooperation, resources, access to systems, and necessary information to facilitate the delivery of the Services. Customer personnel shall collaborate with the Company's representatives as required for successful completion of the engagement. Furthermore, the Customer agrees that any runtime metrics (e.g., internal performance statistics), configuration knobs, resource utilization, database management system version and other similar information may be used by the Company to improve, enhance and otherwise modify the Services as well as for other research, development, improvement, diagnostic and corrective purposes in the Company's sole discretion. When performing the Services, the Company will rely primarily on the information provided by the Customer. The Company does not assume any responsibility for the accuracy or completeness of such information and will not undertake to verify its accuracy or completeness.

PROPRIETARY RIGHTS

Customer Information

Customer represents and warrants that it owns or possesses the necessary rights to provide the information required for the provision of Services and that such information does not infringe any third party's rights. The Company is granted a non-exclusive, royalty-free fully paid-up, worldwide, transferable right and license to utilize the information in accordance with this Agreement.

Software and Deliverables Ownership

Unless otherwise stipulated in writing, the Company retains ownership of the Software and all Deliverables, including any intellectual property rights therein (for example including information, ideas, know-how, methods, processes, software etc.). Customer is granted a non-exclusive, non-transferable license to utilize the Software and Deliverables solely for internal business purposes, subject to any restrictions and limitations set forth in applicable law, this Agreement, any Subscription Agreement and our General Terms and Conditions. For the avoidance of doubt, a license to utilize the Software is only granted to the Customer when using the on-premises version of the Software (i.e., not when using the SaaS version of the Software).

Background IP

The Customer recognizes that the Company has certain proprietary assets such as data, inventions, processes, methods, technical expertise, software, and other intellectual property ("Background

IP") that are independently developed and owned or controlled by the Company. Both the Company and the Customer agree that (i) the Background IP, and (ii) any enhancements or alterations made to it through the performance of the Services will belong exclusively to the Company.

Knowledge and Experience

The Company retains the right to utilize and leverage any knowledge, experience, methodologies, and techniques acquired during the performance of the Services for its internal business purposes, including but not limited to product development, enhancement, and training initiatives.

RESTRICTIONS

License Assignment

Each per-core license purchased from the Company is assigned to a specific physical or virtual PostgreSQL instance as defined in the official PG vocabulary (<https://www.postgresql.org/docs/current/glossary.html#GLOSSARY-INSTANANCE>) and is non-transferable between servers, except as explicitly provided herein.

License Reassignment

Licenses may only be reassigned in any of the following cases:

- (i) An instance is being migrated/repatriated, i.e., moved from on premise to the cloud, or vice versa.
- (ii) An instance is being upgraded or downgraded, i.e., the old instance is migrated to a new instance that uses a larger or smaller number of cores, respectively.
- (iii) An instance is moved from a self-managed deployment to a fully-managed deployment or vice versa, e.g., from Amazon EC2 to Amazon RDS.
- (iv) An instance is migrated from a cloud provider to another cloud provider, e.g., from Amazon AWS to Microsoft Azure.

The Customer is allowed to reassign a license without issuing a written request to the Company. However, in case of an audit the licensee needs to show the history of reassignments. The reassignment history document must include:

- (i) The time of reassignment.
- (ii) The number of cores that are being reassigned.
- (iii) The reason for reassignment.
- (iv) Documentation supporting the reassignment, if applicable (e.g., proof of hardware failure / upgrade details).

Licenses may never be reassigned to circumvent licensing fees, e.g., by reassigning licenses among multiple servers in a short period.

Misuse of license

Any reassignment not in compliance with these terms will be considered a breach of this agreement and any other agreement valid in connection herewith. In such cases, the Company reserves the right to (at our sole discretion):

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- (i) Impose a penalty fee equal to double the annual license fee for each improperly reassigned license.
 - (ii) Terminate the license agreement for the offending Customer, with immediate cessation of all rights to use the software.

For the avoidance of doubt, the Company reserves the right to revoke licenses from any Customer found to be repeatedly in violation of reassignment terms. Reinstatement of such licenses will only be made at the Company's sole discretion and may be subject to a full review in accordance with what the Company deems may be necessary in each specific situation.

Monitoring and Compliance

During, and for 3 years after the term of the Agreement, the Customer will keep usual and proper records and books of account relating to any Services or as otherwise required for legal compliance ("**Customer Records**"). During this period, the Company may audit the Customer to verify its records and compliance with this Agreement and Law. The Company or its designated consultant or certified public accountant ("**Auditor**") will conduct the audits. The Company will: (i) provide reasonable notice to the Customer before the audit; (ii) instruct Auditor to avoid disrupting the Customer's operations, including consolidating audits where practical; (iii) audit no more than once every 18 months (unless the Company in good faith believes the Customer or its representatives violated any Anti-Corruption Laws obligations); and (iv) pay its own audit costs.

The Customer will provide reasonable access to the Company or Auditor to facilitate the audit, including access to relevant contracts, Customer Records, and facilities. The Customer will permit the Company or Auditor to copy Customer Records for evidence. The Customer may require Auditor to execute a standard non-disclosure agreement that allows disclosure to the Company (but to no other party unless obliged to do so by law) under confidentiality terms analogous to those under this Agreement. The Customer will provide reasonable access to the Company or the Auditor to facilitate audit and permit them to copy records. The Customer will reimburse the Company for any underpayments discovered in the audit plus pay interest at the maximum legal rate on such underpayment. The Customer will not have undisclosed or unrecorded accounts, or false, misleading, incomplete, inaccurate, or artificial entries in any relevant Customer Records. Customer Records and relevant employees shall be made available by the Customer to the Company or its Auditor.

Other

Customer agrees not to use any Confidential Information (as defined below) provided by the Company for any purpose other than as expressly permitted under this Agreement. Customer shall not reverse engineer, decompile, disassemble or use any other means to attempt to discover any source code or underlying algorithms etc. of the Software, Deliverables or any portion thereof. Customer shall not disclose, sublicense, transfer, or assign any rights or obligations under this Agreement without the prior written consent of the Company. Customer agrees to not in any way attempt to modify the Software provided by the Company.

CONFIDENTIALITY

The term "**Confidential Information**" encompasses all trade secrets, know-how, inventions, developments, software, and other financial, business, or technical information disclosed by or for

a party in connection with this Agreement (including all copies, analyses, and derivatives thereof) and identified as proprietary or confidential at the time of disclosure, or which would reasonably be understood as proprietary or confidential. Excluded from Confidential Information are any details (i) provided by a third party, (ii) publicly available without breaching this Agreement, or (iii) independently developed without reliance on the disclosing party's Confidential Information. All Deliverables and pricing information are considered Confidential Information.

Except as expressly permitted by this Agreement, the receiving party shall not possess, access, use, or disclose any of the other party's Confidential Information without written consent and shall employ reasonable measures to safeguard it. Each party bears responsibility for any breach of confidentiality by its employees and contractors. Upon termination of this Agreement (or upon request by the disclosing party at any other time), the receiving party shall return all tangible Confidential Information, erase it from storage media, and destroy any derived information, records, and materials. Either party may disclose this Agreement without prior consent in cases of financing transactions, due diligence inquiries, or legal or regulatory requirements where a copy of the Agreement or its terms may be provided.

PAYMENTS AND FEES

Customer agrees to pay the Company any fees and expenses specified in the applicable Subscription Agreement within the agreed-upon timeframe. Late payments may incur additional charges as outlined in the Subscription Agreement.

WARRANTY AND DISCLAIMERS

Services Warranty

The Company warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of any deficiencies or non-conformance with this warranty, the Company's sole obligation shall be to re-perform the non-conforming Services at no additional cost, or at the Company's sole discretion terminate this Agreement in respect of the nonconforming Service and refund to the Customer any fees paid for the nonconforming part of the Service. Deficiencies or non-conformance must be reported to the Company as soon as they are known by the Customer, but at the latest six (6) months from the date of their occurrence for this warranty to apply.

Software rights

The Company warrants that it has verified any open-source dependencies of the Software through a software bill of materials (SBOM) analysis. Such dependencies do not affect the ownership of the Software.

Disclaimer of Warranties

Except as expressly provided herein, the Company disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. The Company does not warrant that the Software or Services will be error-free, uninterrupted, or secure.

LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or related to this Agreement, even if advised of the possibility of such damages. The Company's total liability under this Agreement shall not exceed the total fees paid by Customer to the Company during the four (4) months preceding the event giving rise to the liability.

TERM AND TERMINATION

This Agreement shall commence on the effective date specified in the Subscription Agreement and shall remain in effect until the completion of the Services or termination by either party as provided herein. Either party may only terminate this Agreement upon written notice if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof.

MISCELLANEOUS

Entire Agreement

This Agreement (including any Subscription Agreement and our General Terms and Conditions) constitutes the entire understanding and agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, representations, and agreements.

Assignment and Transfer

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except in the case of an assignment to an affiliate or successor in connection with a merger, acquisition, or similar transaction.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision herein.

Survival

Any provisions of this Agreement that, by their nature, should survive termination or expiration of this Agreement shall so survive, including but not limited to provisions related to confidentiality, ownership, and limitation of liability.

Notices

All notices under this Agreement shall be in writing, in English and delivered to the parties at their respective company addresses or at such other address designated by written notice. Notices will be deemed to have been duly given when (i) received, if personally delivered, (ii) when receipt is electronically confirmed, if sent by e-mail, (iii) the day after being sent, if sent for next day

delivery by recognized overnight delivery service, or (iv) upon receipt, if sent by certified or registered mail.

Force Majeure

No damages shall be due for a failure of performance occurring due to acts of God, war, terrorist act, government regulation, governmental travel advisories or restrictions, or other government acts, curtailment of transportation facilities, riots, disaster, fire or other casualty, epidemic, pandemic, power interruption or failure, cyberattacks, strikes or other labor action, or any other cause outside the reasonable control of the party asserting force majeure ("***Force Majeure***"), which makes performance illegal, impossible or commercially impracticable, provided that the party seeking such relief from nonperformance makes reasonable efforts to overcome any such occurrences and promptly notifies the other party in writing of such circumstances.

GOVERNING LAW AND DISPUTES

The construction, validity and performance of this Agreement shall be governed by and construed according to the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.

All information regarding the arbitral proceedings shall be kept strictly confidential (including information disclosed during such arbitral proceedings and any decision or award that is made or declared during the proceedings).
