

Fujitsu Enterprise Postgres Power (ppc64le)

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8. Termination.

Fujitsu shall have the right to terminate immediately this Agreement and the license granted herein upon written notice in the event that you fail to comply with any of the terms and conditions of this Agreement. The rights and obligations of Fujitsu and your rights and obligations in Sections 1(c), 4, 5, 6(c), 7, 8 and 9 shall

survive termination of this Agreement. Upon termination of this Agreement, according to Fujitsu's request, you shall return to Fujitsu or, destroy, at your expense, all Licensed Materials, including all copies thereof.

9. Miscellaneous.

a. Assignment. You shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any other party without Fujitsu's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

b. Entire Agreement; Modification; Waiver. This Agreement represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by this Agreement. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

c. Governing Law. This Agreement is governed by the laws of California. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

d. Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect.

e. U.S. Government Restricted Rights. If this Licensed Material is being licensed to the U.S. Government, the Licensed Materials are "commercial computer software" and "commercial computer documentation" developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject solely to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and

(b) if acquired by or on behalf of units of the Department of Defense (“DOD”) shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

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EXHIBIT A

1. Licensed Material

1. Licensed Material.

Product Name:

2. Product Number: _____

3. Media:

4. Number of Licenses: _____

5. License and Support Period:

License and Support Period is as defined in the Purchase Agreement, or , if it is not defined in the Purchase Agreement, twelve (12) months from the initial shipping date of this Licensed Material. Subject to payment of applicable subscription fee, this License and Support Period shall be automatically and continuously extended for twelve (12) months under the same conditions or for the period specified in the Purchase Agreement, unless either party notifies in writing its intention not to renew at least one (1) month prior to the expiration date of then-current period.

If you fail to make any payment by due date, Fujitsu, at its sole discretion and without affecting the rights of Fujitsu under this Agreement, may cancel or suspend the license and support.

2. Additional Terms

The Software which is included in Licensed Material listed above is licensed under the following terms and conditions in addition to those of this Agreement.

1. Physical server deployment: Notwithstanding anything contained herein to the contrary, in the case that the Software is installed on a physical server, you must be licensed for the total number of Cores installed on the server. For example, a two (2) CPU server with 8 Cores per CPU must be licensed for sixteen (16) Cores of the Software. For the purpose of this Exhibit, a “CPU” shall mean the physical processor installed in a physical server, a “Core” shall mean a processor core of a CPU, a “Virtual Core” in the context of Software environment shall mean the number of cores recognized by the Operating system, and “Computer” shall mean the computer hardware that runs the OS approved by Fujitsu as the operating environment for the Software. In case you divide physically one (1) Computer into a number of individual sections where each section acts as an independent system (“Partition”), then one (1) Partition shall be deemed equivalent to one (1) Computer under this Agreement.

2. If the software program for Client (“Client Software”) is included in the Software, you can install and use the Client Software on multiple Clients regardless of Section 1 above. For the purpose of this Agreement, “Client” shall mean the client systems in client-server systems connected via a network.

3. If the software program for WebAdmin (“WebAdmin Software”) is included in the Software, you can install and use the WebAdmin Software on multiple Computers regardless of Section 1 above. For the purpose of this Agreement, “WebAdmin” shall mean GUI tool for a range of tasks, from database installation to operation management.

4. If the software program for Arbitration server (“Arbitration Software”) is included in the Software, you can install and use the Arbitration Software on the one (1) Arbitration Server regardless of Section 1 above.

5. If the “Pgpool-II” is included in the Software, you can install and use the Pgpool-II on the multiple Computers regardless of Section 1 above.

6. You may also install and use the Software on your Cold Stand-by Computer(s) without additional charge. “Cold Stand-by Computer(s)”

means standby Computer(s) which is available for substitute use, but not powered or warmed up and ready for use. If the Computer breaks down or needs to be taken over, you are required to switch on and start the Cold Stand-by Computer in order to take over the Computer. When you install the Software both on the Computer and the Cold Stand-by Computer, you shall not run the Computer and the Cold Stand-by Computer at the same time.

You may also install and use the Software on your Passive Stand-by Computer(s) without additional charge. “Passive Stand-by Computer(s)” means standby Computer(s) which is available for substitute use are powered on and the Software is ready to use but with no user activity or connections. The only activity allowed is that performed by HA replication.

7. If your third party cloud provider is not listed below and Fujitsu has not otherwise announced support for it, Fujitsu may request, in event of a Support request, that you reproduce the problem on a supported cloud or physical server environment if they suspect the problem you are experiencing may be due to your cloud platform.

- IBM Cloud

8. When an upgraded version of the Software is released by Fujitsu, you may request Fujitsu for such upgraded version. In this case, additional terms may be applied, if any. For the avoidance of doubt, (i) such upgraded version shall be deemed as the Software in this Agreement, and, (ii) for the purpose of calculating the number of the licenses, the total number of Processor Cores mounted in Computers where you install all versions of Software shall be counted.

9. When an installation is used for purely development purpose only, test or user acceptance testing (“Non Production Environment”), you shall have to pay for 25% of the number of Cores deployed, rounded up to the nearest Core, on the physical or virtual environment.