

Fujitsu Enterprise Postgres for Kubernetes Operator bundle - LinuxONE (s390x)

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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.

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EXHIBIT A

1. Licensed Material

1. Licensed Material.

Licensed Material is specified in the Purchase Agreement by the following list table of Product Names / Product Numbers:

No	Product Name	Product Number
1	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D141
2	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0CZ91
3	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D1G1
4	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D1M1
5	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D1T1
6	Fujitsu Enterprise Postgres for Kubernetes Operator/License Bundle for s390x	—
7	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator Bundle for Kubernetes on Z	B23K0CX11
8	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator Bundle for Kubernetes on Z	B23K0CX41
9	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator Bundle for Kubernetes on Z	B23K0CXC1
10	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) 15 for Linux on Z	B23KE0BA8
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12	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) 15 for Linux on Z	B23K0CX71

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3. 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 invoice 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. Notwithstanding anything contained herein to the contrary, in the case that the Software is installed on a physical server or a virtual server, you must be licensed for the maximum number of IFL in the server or, if "Capacities" is applicable, the number of Capacities.

Capacities: In the case the partial number of IFLs is allocated to virtual machine which the Software is installed, the number of allocated IFLs is licensed but the number is rounded up to the nearest IFL.

For example:

- a. The Software is installed in three (3) virtual servers allocated eight (8) Virtual cores each summing to a total twenty-four (24) Virtual cores. The three (3) virtual servers reside on a single physical server with sixteen (16) IFLs installed. In this case, the number of Capacities is sixteen (16) and you must be licensed for the sixteen (16) IFLs.
- b. The Software is installed in one (1) virtual server allocated 70% capacities which means five point six (5.6) Virtual cores to a 8 IFLs at a server. In this case, the number of Capacities is six (6) and you must be licensed for the six (6) Virtual cores as rounded up to the nearest core.

IFL : IBM® Integrated Facility for Linux ("IFL"), a processor dedicated to Linux workloads on IBM z®, mounted in the Computer. For the purpose of this Exhibit, "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 or Virtual Server 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 license count calculation counts the number re-calculated by the contents of Section 1 for the computer where all versions of the software are installed.

9. When an installation is used for purely development, test or user acceptance testing purpose only ("Non Production Environment"), 1 license allows you to use the Software upto four (4) IFLs on the physical or virtual environment.