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6. Limited Warranty.

a. <u>Scope of Limited Warranty</u>. Fujitsu warrants to you that for a period of ninety (90) days ("Warranty Period") from delivery of the Software, the Software (other than open source software components as stated in Section 1(d), if any), as delivered, will perform substantially in accordance with the Documentation for the Software.

b. <u>Sole Remedy</u>. Fujitsu's liability and your sole and exclusive remedies under the limited warranty set forth above shall be, at Fujitsu's election, to attempt, through reasonable efforts, to correct any failure of the Software to conform to the Documentation or to provide the information relating to such correction. The above remedies are available only if discovery of the non-conformity occurs during the Warranty Period, and Fujitsu is promptly notified in writing by you of such discovery. These limited warranties shall not apply if the Software has been: (i) altered or modified; (ii) subjected to negligence, computer or electrical malfunction; or (iii) used, adjusted, installed or operated (A) other than in accordance with this Agreement or the instructions furnished by Fujitsu or (B) with an application or in an environment other than that intended by Fujitsu.

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IN NO EVENT SHALL FUIITSU'S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SUBSCRIPTION FEE PAID BY YOU FOR THE 12 MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. FUJITSU WILL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR, FOR ANY CLAIM OR DEMAND BY YOU, HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED BY LAW) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF FUJITSU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS. AGRFF AND FURTHER THAT THESE LIMITATIONS SHALL APPI Y NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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. <u>Assignment</u>. 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. <u>Entire Agreement; Modification; Waiver</u>. 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 of nor 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. <u>Governing Law</u>. 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. <u>Severability</u>. 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>U.S. Government Restricted Rights</u>. 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 ("<u>DOD</u>") shall be subject to the terms of this computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

f. <u>Export Law Assurances</u>. You understand that the Licensed Materials are subject to export control laws and regulations. You may not export or re-export the Licensed Materials or any underlying information or technology except in full compliance with all applicable export laws and regulations.

g. <u>High Safety Required Use</u>. You acknowledge and agree that the Software is designed, developed and manufactured as contemplated for general use, including without limitation, general office use, personal use, household use, and ordinary industrial use, but is not designed, developed and manufactured as contemplated for use accompanying fatal risks or dangers that, unless extremely high safety is secured, could lead directly to death, personal injury, severe physical damage or other loss (hereinafter "<u>High Safety Required Use</u>"), including without limitation, nuclear reaction control in nuclear facility, aircraft flight control, air traffic control, mass transport control, medical life support system, missile launch control in weapon system. You shall not use the Software without securing the sufficient safety required

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h. <u>Audit</u>. Fujitsu may, at its expense, appoint its own personnel or an independent third party to audit the numbers of copies and installations as well as usage of the Software in use by you. Any such audit shall be conducted upon thirty (30) days prior notice, during regular business hours on your offices and shall not unreasonably interfere with your business activities.

<u>EXHIBIT A</u>

<u> 1. Licensed Material</u>

1.1. 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 Core Operator for Kubernetes on IBM Power(R)	B23K0D151
2	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes on IBM Power(R)	B23K0D161
3	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator for Kubernetes on IBM Power(R)	B23K0CZA1
4	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes on IBM Power(R)	B23K0CZB1
5	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator for Kubernetes on IBM Power(R)	B23K0D1K1
6	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes on IBM Power(R)	B23K0D1N1
7	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator for Kubernetes on IBM Power(R)	B23K0D1R1
8	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes on IBM Power(R)	B23K0D1U1
9	Fujitsu Enterprise Postgres for Kubernetes Operator/License Bundle for ppc64le	_
10	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 Operator for Kubernetes on IBM Power(R)	B23K0CX21

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11	Fujitsu Enterprise Postgres Advanced Edition Annual	B23K0CX31
	Subscription License per Core 15 Operator Bundle for	
	Kubernetes on IBM Power(R)	
12	Fujitsu Enterprise Postgres Advanced Edition Annual	B23K0CXD1
	Subscription License per Core 15 Operator for	
	Kubernetes on IBM Power(R)	
13	Fujitsu Enterprise Postgres Advanced Edition Annual	B23K0CXE1
	Subscription License per Core 15 Operator Bundle for	
	Kubernetes on IBM Power(R)	
14	FUJITSU Software Enterprise Postgres Advanced Edition	B23K0CU01
	Annual Subscription License per Core 14 Operator for	
	Kubernetes on IBM Power(R)	
15	FUJITSU Software Enterprise Postgres Advanced Edition	B23K0CU11
	Annual Subscription License per Core 14 Operator	
	Bundle for Kubernetes on IBM Power(R)	
16	FUJITSU Software Enterprise Postgres Advanced Edition	B23K0CU21
	Annual Subscription License per Core 14 Operator for	
	Kubernetes on IBM Power(R)	
17	FUJITSU Software Enterprise Postgres Advanced Edition	B23K0CU31
	Annual Subscription License per Core 14 Operator	
	Bundle for Kubernetes on IBM Power(R)	

1.2. 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.

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

1.3. Required Product

No. 1, 3, 5, 7, 10, 12, 14 and 16 in the table of Product Names in 1.1 Licensed Material require the following products.

Product Name	Product
	Number
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription	B23KE0CFY
License per Core (eDelivery) for Linux on IBM Power(R)	

	,
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core for Linux on IBM Power(R)	B23K0CZ21
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux on IBM Power(R)	B23K0CZK1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux on IBM Power(R)	B23K0CZX1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux on IBM Power(R)	B23K0D031
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 15 for Linux on IBM Power(R)	B23KE0BB8
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 15 for Linux on IBM Power(R)	B23K0CWX1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 for Linux on IBM Power(R)	B23K0CX81
FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 14 for Linux on IBM Power(R)	B23KE0AX8
FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 14 for Linux on IBM Power(R)	B23K0CTY1
FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 14 for Linux on IBM Power(R)	B23K0CTZ1

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.

2.1. 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 eight (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.

2.2. 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 2.1 above. For the purpose of this Agreement, "Client" shall mean the client systems in client-server systems connected via a network.

2.3. 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 2.1 above. For the purpose of this Agreement, "WebAdmin" shall mean GUI tool for a range of tasks, from database installation to operation management.

2.4. 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 2.1 above.

2.5. If the "Pgpool-II" is included in the Software, you can install and use the Pgpool-II on multiple Computers regardless of Section 2.1 above.

2.6. If the "Operator" is included in the Software, you can install and use the Operator on multiple Computers regardless of Section 2.1 above.

2.7. If the software program for Helm Chart for install ("Helm Chart") is included in the Software, you can install and use the Helm Chart on multiple Computers regardless of Section 2.1 above.

2.8. You may also install and use the Software on your Cold Stand-by or Passive Standby 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.

"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. 2.9. 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

2.10. If 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.

2.11. If the Software is installed in "Non Production Environment" which is used for development, test or user acceptance testing only, one (1) license of the Software allows you to use the Software upto four (4) Cores, on the physical or virtual environment.

2.12. Notwithstanding anything herein to the contrary, you may, without your payment of the applicable annual fees, install and use the Software on a physical or virtual server and use Documentation, during thirty (30) days from the date of your first installation of the Software ("Free Trial Term"). In such Free Trial Term, Fujitsu and its authorized reseller shall have no obligation to provide the Support to you. In addition, FUJITSU WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED BY LAW) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF FUJITSU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND FUJITSU MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED MATERIALS OR ANY OTHER ACCOMPANYING MATERIAL PROVIDED HEREUNDER.