

Fujitsu Enterprise Postgres for Kubernetes Operator - 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.

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.

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EXHIBIT A

1. Licensed Material

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 IFL Operator for Kubernetes on Z	B23K0D131
2	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D141
3	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator for Kubernetes on Z	B23K0CZ81
4	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0CZ91
5	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D1G1
6	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator for Kubernetes on Z	B23K0D1J1
7	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D1M1
8	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator for Kubernetes on Z	B23K0D1Q1
9	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL Operator Bundle for Kubernetes on Z	B23K0D1T1
10	Fujitsu Enterprise Postgres for Kubernetes Operator/License Bundle for s390x	—
11	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator for Kubernetes on Z	B23K0CX01
12	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator Bundle for Kubernetes on Z	B23K0CX11
13	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator Bundle for Kubernetes on Z	B23K0CX41
14	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator for Kubernetes on Z	B23K0CXB1

15	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL 15 Operator Bundle for Kubernetes on Z	B23K0CXC1
16	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per IFL 14 Operator for Kubernetes on Z	B23K0CTB1
17	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per IFL 14 Operator Bundle for Kubernetes on Z	B23K0CTC1
18	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per IFL 14 Operator Bundle for Kubernetes on Z	B23K0CTF1
19	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per IFL 14 Operator for Kubernetes on Z	B23K0CT61
20	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per IFL 14 Operator Bundle for Kubernetes on Z	B23K0CT51

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, 6, 8, 11, 14, 16 and 19 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 License per IFL (eDelivery) for Linux on Z	B23KE0CEY
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL for Linux on Z	B23K0CZ11
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) for Linux on Z	B23K0CZH1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) for Linux on Z	B23K0CZW1

Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) for Linux on Z	B23K0D021
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) 15 for Linux on Z	B23KE0BA8
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) 15 for Linux on Z	B23K0CWV1
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FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per IFL (eDelivery) 14 for Linux on Z	B23K0CSW1
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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. 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.

2.2. 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 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.

“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) IFLs, on the physical.

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.