

Fujitsu Enterprise Postgres for Kubernetes Operator - x86

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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.

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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 Core Operator for Kubernetes	B23K0D111
2	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes	B23K0D121
3	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator for Kubernetes	B23K0CZ61
4	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes	B23K0CZ71
5	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator for Kubernetes	B23K0D1H1
6	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes	B23K0D1L1
7	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator for Kubernetes	B23K0D1P1
8	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core Operator Bundle for Kubernetes	B23K0D1S1
9	Fujitsu Enterprise Postgres for Kubernetes Operator/License Bundle for amd64	—
10	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 Operator for Kubernetes	B23K0CWY1
11	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 Operator Bundle for Kubernetes	B23K0CWZ1
12	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 Operator for Kubernetes	B23K0CX91
13	Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 Operator Bundle for Kubernetes	B23K0CXA1

14	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core 14 Operator for Kubernetes	B23K0CT91
15	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core 14 Operator Bundle for Kubernetes	B23K0CTA1
16	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core 14 Operator for Kubernetes	B23K0CT21
17	FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core 14 Operator Bundle for Kubernetes	B23K0CT01

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 License per Core for Linux	B23HBADY0
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux	B23KE0CCY
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core for Linux	B23K0CZ01
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux	B23K0CZF1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux	B23K0CZV1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) for Linux	B23K0D011

Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 for Linux	B23HB9G80
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 15 for Linux	B23KE0B68
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 15 for Linux	B23K0CWR1
Fujitsu Enterprise Postgres Advanced Edition Annual Subscription License per Core 15 for Linux	B23K0CX51
FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core 14 for Linux	B23HB9380
FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 14 for Linux	B23KE0AK8
FUJITSU Software Enterprise Postgres Advanced Edition Annual Subscription License per Core (eDelivery) 14 for Linux	B23K0CSP1
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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. 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 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. Virtual server deployment: In the event the Software is deployed on a virtual server environment in Private Cloud or Public Cloud you must be licensed for the total number of Virtual Core made available to the operating system. For the purpose of this Exhibit, "Private Cloud" shall mean the on-premises virtual environment created by you with the virtualization software which allocated the core of the physical CPU to the Virtual Core in the virtual environment, and "Public Cloud" shall mean the third

party's cloud environment where you run the Software instead of Computer or Private Cloud.

2.10. Private Cloud deployment: In the event that multiple virtual servers are deployed on a single physical server, you must be licensed for less of the total number of physical Core or the sum of the total number of Virtual Core allocated across virtual server deployments where the Software is installed.

For example:

- a. The Software is installed in three (3) virtual servers allocated eight (8) Cores each summing to a total twenty-four (24) Cores. The three (3) virtual servers reside on a single physical server with sixteen (16) physical Cores installed. In this case, you must be licensed for the sixteen (16) Cores.
- b. The Software is installed in two (2) virtual servers allocated eight (8) Cores each summing to a total of sixteen (16) Cores. The three (3) virtual servers resided on a single physical server with twenty-four (24) physical Cores installed. In this case, you must be licensed for sixteen (16) Cores.

2.11. Public Cloud deployment: You may install and use the Software on the Public Cloud ("Public Cloud Use"). For Public Cloud Use, you must be licensed for the total number of Virtual Core allocated to the virtual servers in the Public Cloud where the Software is installed and used. In case you use the Software on the "Supported Platform" described in the User's Guide, Fujitsu will provide the Support to you during the License and Support Period, provided that you have fully paid the applicable subscription fee.

2.12. 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.

2.13. 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.

2.14. 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.