

## Addendum

### MEMSQL CLOUD DATABASE (MANAGED SERVICE) TERMS OF SERVICE

The terms of service set forth in this Addendum to the applicable MemSQL [Software Subscription Agreement](#) (the "Agreement") are incorporated by reference into the Agreement and apply in the event, and to the extent, that Customer accesses the MemSQL Cloud Database (the "MemSQL Cloud" or "Managed Service"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement. To the extent of any conflict or inconsistency between the provisions of this Addendum and the provisions of the Agreement, the terms in this Addendum will prevail, but only with respect to the Managed Service and Customer's use thereof.

#### 1. DEFINITIONS.

1.1. "End User" means an individual who is authorized by Customer to use the Managed Service under Customer's account. End Users may include, without limitation, Customer's or its Affiliates' employees, consultants, contractors and agents.

1.2. "Improvements" means new features, functionality, enhancements, upgrades, error corrections, and bug fixes to the Service made generally available by MemSQL at no additional charge.

1.3. "On-Demand Service" means the Managed Service when provisioned or ordered by Customer with no fixed license term for the number of MemSQL Units on the per-Unit hour basis (and pricing) set forth in the applicable Order Document.

#### 2. PROVISION OF PRODUCTS; SUPPORT.

2.1. Provision of Products. MemSQL Cloud is a managed service permitting Customer to access and operate the MemSQL database management system. MemSQL Cloud is offered as an On-Demand Service, or on an annual or longer basis for a fixed, non-cancelable, Subscription Term (the "Subscription Service") as set forth in Order Documents.

2.2. Access to Products. Subject to the terms and conditions of the Agreement, and this Addendum, MemSQL hereby grants to Customer a non-exclusive, non-transferable, worldwide right, to access and use MemSQL Cloud solely for Customer's internal business purposes, pursuant to, and on the basis expressly set forth in, the applicable Order Document.

2.3. Usage Restrictions. Customer shall not (a) make the Managed Service available to, or use any Managed Service for the benefit of, anyone other than Customer and its Affiliates; (b) rent, sublicense, re-sell, assign, distribute, time share or similarly exploit the Managed Service; (c) reverse engineer, copy, modify, adapt, hack the Managed Service, or otherwise attempt to gain unauthorized access to the Managed Service or its related systems or networks; (d) access the Managed Service, the Documentation, or MemSQL's Confidential Information to build a competitive product or service; (e) alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Managed Service; (f) allow End User credentials to be shared or used by more than one individual End User (except that End User authorization credentials may be reassigned to new End Users replacing individuals who no longer use the Managed Service for any purpose, whether by termination of employment or other change in job status or function); or (g) access or use the Managed Service: (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses, or other harmful computer code, files, or scripts; or (iv) in a manner that interferes with or disrupts the integrity or performance of the Managed Service (or the data contained therein).

2.4. Administration of Customer's Account. Customer acknowledges that it retains administrative control over to whom it grants access to Customer Data hosted in the Managed Service. Customer may specify one or more End Users as administrators (each an "Administrator") to manage its account, and MemSQL is entitled to rely on communications from such Administrators when servicing Customer's account. Customer's Administrators may have the ability to access, monitor, use, and/or export Customer Data.

2.5. Customer Credentials and Security Configuration. Customer will ensure that all Users keep passwords and/or login credentials for the Managed Service strictly confidential, and Customer will be solely responsible for any and all actions taken by its

Users or by anyone using Customer's accounts and passwords for the Managed Service. MemSQL is not responsible for the proper configuration of database security groups and other security settings associated with Customer's use of the Managed Service.

2.6. Compliance. Customer is responsible for use of the Managed Service by its End Users and for their compliance with this Agreement and MemSQL's User Terms of Service located at <https://www.memsql.com/terms/> ("Terms of Use"). Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data. Customer shall ensure that it is entitled to transfer the relevant Customer Data to MemSQL so that MemSQL and its service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf. Customer shall promptly notify MemSQL if it becomes aware of any unauthorized use or access to Customer's account or the Managed Service.

2.7. Suspension; Termination. MemSQL may request that Customer suspend the account of any End User who: (a) violates this Agreement or the Terms of Use; or (b) is using the Managed Service in a manner that MemSQL reasonably believes may cause a security risk, a disruption to others' use of the Managed Service, or liability for MemSQL. If Customer fails to promptly suspend or terminate such End User's account, MemSQL reserves the right to do so. MemSQL may suspend or terminate Customer's account or database instance(s) if Customer or any End User attempts to access or tamper with any Software that MemSQL pre-loads on Customer's Managed Service database instance, including without limitation the operating system software.

2.8. Customer's Application(s); Use of Third Party Services. Customer may install or enable its proprietary and/or third party applications for use with the Managed Service, including services that utilize the MemSQL API in connection with Customer's use of the Managed Service ("Third Party Services"). Any acquisition and use by Customer or its End Users of such Third Party Services is solely the responsibility of Customer and the applicable third party provider. Customer acknowledges that providers of such Third Party Services may have access to Customer Data in connection with the interoperation and support of such Third Party Services with the Managed Service. To the extent Customer authorizes the access or transmission of Customer Data through a Third Party Service, MemSQL shall not be responsible for any use, disclosure, modification or deletion of such Customer Data or for any act or omission on the part of such third party provider or its service.

2.9. Support. The On-Demand Service and Subscription Service include the right to use the Managed Service and to receive support of Customer's use in accordance with Section 2.2 of the Agreement, and the then-current terms and conditions set forth at [MemSQL Support Terms and Conditions](#) at the support tier stated in the applicable Order. Unless expressly stated in an Order Document, support is provided at the Basic Support tier.

### 3. FEES AND PAYMENT.

3.1. Fees. Customer will pay MemSQL the fees for the Managed Service on the basis set forth herein and/or in an Order Document ("Fees").

3.2. On-Demand Pricing; Subscription Pricing. Customer acknowledges that all Fees are on a per Unit ("Unit") basis and based on the then-current published rates, or the rates stated in an Order Document for the On-Demand Service ("On-Demand Pricing") unless and/or to the extent Customer has purchased a Subscription for such Unit via an accepted Order with MemSQL. For Subscriptions, pricing for a Unit shall be on the basis set forth in the applicable Order ("Subscription Pricing") and the Order will set forth the purchased capacity (i.e., the number of concurrently provisioned Units) covered by the Subscription (the "Licensed Capacity"). Customer acknowledges and agrees that if it concurrently provisions Units in excess of the Licensed Capacity, such usage will be subject to additional Fees based on On-Demand Pricing. Subscription Pricing is subject to the following:

3.2.1. MemSQL may change or discontinue offering Subscription Pricing at any time, but price changes will not apply to previously purchased and provisioned MemSQL Units.

3.2.2. Customer will owe the Fees based on Subscription Pricing for the duration of the Subscription Term, even if the Unit(s) are not used/in use, de-provisioned, or if this Agreement is terminated. Units provisioned pursuant to a subscription are nontransferable, and all Fees paid in connection with such Unit(s) are nonrefundable. Upon expiration or termination of the Subscription Term, the Subscription Pricing will expire and On-Demand Pricing will thereafter apply to the Unit(s) then being used. Customer acknowledges that in addition to being subject to Subscription Fees, Customer Data may be subject to data transfer fees into and out of MemSQL Cloud at the same data transfer cost, if any, charged by third parties to MemSQL.

3.3. Payment Terms; Credit Card Authorization. Customer authorizes MemSQL to either charge the credit card account designated by Customer or issue an invoice for payment on a monthly basis, in arrears. For Fees based on Subscription Pricing, except as otherwise specifically set forth on an Order Document, MemSQL will invoice Customer at the commencement of the Subscription. All invoiced Fees are due and payable within thirty (30) days after the date of invoice. In the event of any late

payment of any invoiced Fees, Customer authorizes MemSQL to charge the credit card account designated by Customer for any late fees or interest which may accrue. Renewal Fees for any renewal Subscription Term will be due and payable within thirty (30) days of expiration of the then-current term. If Fees are not paid when due, Customer must discontinue use of the Managed Service and MemSQL may suspend Customer's access to the Managed Service without liability to Customer until such amounts are paid in full. Customer agrees to pay all costs associated with collection, including legal fees. All Orders (including multi-year Subscriptions with annual payment schedules) are non-cancellable and all amounts paid are non-refundable, unless otherwise expressly set forth herein.

3.4. Future Features and Functionality. Customer agrees that any purchases under this Agreement are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by MemSQL regarding future features or functionality. MemSQL may release Improvements and other features and functionality in its sole discretion.

#### 4. CUSTOMER DATA; ADDITIONAL OBLIGATIONS OF CUSTOMER AND MEMSQL.

The following terms shall supplement the terms of Section 4 of the Agreement:

4.1. Sensitive Information. Customer agrees that, absent prior written agreement with MemSQL, it shall not use the Managed Service to store or process personal information subject to special regulatory or contractual handling requirements (e.g., Payment Card Industry Data Security Standards, the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, and any similar data protection laws) including without limitation: credit card information, credit card numbers and magnetic stripe information, social security numbers, driver's license numbers, passport numbers, government issued identification numbers, health-related information, biometric data, financial account information, personally identifiable information collected from children under the age of 13 or from online services directed toward children, and real time geo-location data which can identify an individual, or information deemed "sensitive" under applicable law (such as racial or ethnic origin, political opinions, or religious or philosophical beliefs) (collectively, "Sensitive Information").

4.2. Storage of Customer Data. MemSQL Cloud does not provide an archiving service. MemSQL agrees only that it will not intentionally delete any Customer Data from Managed Service so long as Customer is in compliance with the terms of the Agreement, the applicable Order(s), and/or until the termination of Customer's applicable subscription. Unless Customer Data is extracted by Customer prior to de-provisioning any Unit, expiration of the applicable Subscription Term or termination of the Agreement, Customer will thereafter have no access to the Customer Data, and MemSQL may delete such data at any time. MemSQL expressly disclaims all other obligations with respect to storage of Customer Data.

\*\*\*