

Master Services Agreement

ArangoDB GmbH distributes and maintains the open source database application ArangoDB, which Customer uses for commercial purposes. This Master Services Agreement (hereinafter referred to as “**Master Services Agreement**”) governs the contractual relationship between ArangoDB GmbH and its Customer.

1 Definitions

- 1.1 “**ArangoDB**” refers to ArangoDB GmbH, Hohenstaufenring 43-45, 50674 Cologne, Germany.
- 1.2 “**Applicable Open Source License**” refers to the open source license applicable to the Software.
- 1.3 “**Business Hours**” refers to the times from Monday to Friday between 9:00 AM-6:00 PM German time (CET), excluding public holidays in North Rhine-Westphalia (Germany).
- 1.4 “**Developer**” means any person who is involved in the development of the Software.
- 1.5 “**Developer Support Request**” refers to any inquiry with respect to technical questions or issues with the Software sent by Customer to ArangoDB’s Developer Support as agreed in this Agreement.
- 1.6 “**Effective Date**” refers to the date Orders shall become effective as set out in this Master Services Agreement or the Order Form.
- 1.7 “**Error**” refers to any errors and outages occurring during the operation of the Software.
- 1.8 “**Open Source Software**” refers to any software or software components which are made available and licensed under an open source license which includes that its source code is available to the public and which allows such code to be modified and included in new software.
- 1.9 “**Order**” refers to individual agreements concluded under this this Master Services Agreement and any Annexes attached hereto where applicable. Orders are bindingly agreed by signature of both parties on an Order Form.

- 1.10 **“Order Form”** refers to the order form which sets out the services to be provided by ArangoDB and which must be signed by both Parties.
- 1.11 **“Parties”** jointly refers to ArangoDB and Customer.
- 1.12 **“Response Time”** refers to the time between receipt of Customers support request and initial response from ArangoDB.
- 1.13 **“Software”** refers to the database application provided by ArangoDB with the scope of features as set out under:
<https://www.arangodb.com/features-may-2017/> for the specified version and as specified in this Agreement.
- 1.14 **“Evaluation License”** refers to a time-limited license to use the Software free of charge, which may be granted in ArangoDB’s sole discretion.

2 Subject matter of this Master Services Agreement

- 2.1 This Master Services Agreement shall apply to all services to be provided by ArangoDB as agreed in the respective Order. The scope of services to be provided by ArangoDB to Customer under the respective Order is exclusively set out in the Order Form. In the event that this Master Services Agreement contains provisions regarding services, which are not explicitly agreed in the Order Form, ArangoDB shall not be obligated to provide such services to Customer.
- 2.2 Subscription Services referred to in the Order Form shall have the scope of services set out in Annex A to this Master Services Agreement. The provisions of this Master Services Agreement shall apply to each of such services accordingly.
- 2.3 In the event of conflicts between the Order Form and this Master Services Agreement, the provisions of the Order Form shall prevail.

3 Enterprise License Agreement

The following provisions shall apply to all Enterprise Licenses to be granted by ArangoDB to Customer according to the Order Form:

3.1 Provision, Installation, Operation and Maintenance

- 3.1.1 Customer is responsible for installation, operation and maintenance of the Software. In particular, the provision of necessary hard- and software is not part of this Master Service Agreement or any Order. Required third-party

licenses have to be obtained by Customer and shall not be part of ArangoDB's responsibility under this Agreement.

- 3.1.2 ArangoDB provides Customer with a documentation of the Software as well as information on its use in English language in electronic form. Customer is not entitled to edit or distribute the documentation or the information on its use or to make any of it publicly available.
- 3.1.3 ArangoDB is entitled but not obligated to continually develop the Software and provide Customer new features or technical improvements in form of updates. In the event that ArangoDB provides updates to Customer free-of-charge, updates shall be governed by the terms of this Master Services Agreement excluding the provisions in Section 8 and 11. ArangoDB reserves the right to adjust the system requirements for updates to the technical needs. Therefore Customer must ensure that his systems comply with those requirements before installing a new update.

3.2 License

- 3.2.1 ArangoDB grants Customer the non-exclusive, non-sublicensable and non-transferable worldwide right to use the Software within the purpose and within the term and limitations of this Master Services Agreement and the respective Order. Such right particularly includes the right to install and run the software on Customer's systems, to reproduce the Software to the extent necessary for the contractually intended use and to make back-ups of the Software. Article 69d (1) of the German Copyright Act remains unaffected.
- 3.2.2 Rights granted under Section 3.2.1 exclude the right to re-distribute or make the Software otherwise available to the public.
- 3.2.3 In the event that a specific number of Servers has been specified in the License Specification in the order form, Customer's usage rights are limited to the number of Servers given in the License Specification, whereas a Server shall mean each 256GB unit of RAM of either (i) a physical computer system, including but not limited to dedicated servers, blades, embedded system or any other machine storing data; or (ii) a virtual instance storing data in any type of virtualized or containerized environment, including but not limited to cloud services.

- 3.2.4 For the avoidance of doubt, any restrictions of the Applicable Open Source License shall not apply to Customer within the terms of this Master Services Agreement. However, any rights granted to Customer within the terms of the Applicable Open Source License shall remain unaffected by this Master Services Agreement.
- 3.2.5 The license granted according to this Section 3.2 excludes any and all components of the Software which are not licensed by ArangoDB ("**Third-Party Components**"), including Open Source Software, and which shall be disclosed by ArangoDB within the Software provided to Customer (e.g. as text files listing all Third-Party Components and their respective licenses). Such Third-Party Components are exclusively subject to their respective licenses and nothing in this Master Service Agreement or any Order shall be construed as a waiver of or interference with such third-party licenses.
- 3.2.6 In the event of Subscription Services, the aforementioned license shall apply accordingly to all future versions of the Software released during the term of this Agreement. Otherwise, the aforementioned license shall exclusively apply to the version of the Software referred to in the Order Form or, in the absence of a reference to a specific version, to the current version of the Software at the time the Order is signed by both Parties.
- 3.2.7 ArangoDB may grant Customer a royalty-free, non-perpetual and time-limited, nontransferable (except to Affiliates), and nonexclusive Evaluation License to use and reproduce the Software in Customer's internal environment for evaluation and development purposes. Customer is not entitled to use the Software for any other purpose, including testing, quality assurance or production purposes without purchasing an Enterprise Subscription or License.

3.3 **Customer's Obligations**

- 3.3.1 Customer will ensure to fulfil the system requirements set out under: <https://www.arangodb.com/supported-platforms-may-2017/>.
- 3.3.2 Customer will use the Software exclusively for the contractually agreed purposes as set out in this Agreement. Customer is entitled to provide the Software to its employees and for employees of affiliated companies to the extent required for the contractually agreed purpose. Lease, rent or provi-

sion by other means to third parties is prohibited, unless required for the agreed contractual purpose. However, Customer shall be entitled to use the Software as an integral part of its own products which are provided on a software-as-a-service basis, provided that Customer's product does not primarily provide mere access to the Software or essentially the same scope of functions as the Software (database-as-a-service).

3.3.3 Upon request Customer will inform ArangoDB about number, data storage device and the repository of all copies (e.g. backup copies).

3.3.4 Customer shall perform regular backups of all data files, including all external files (e.g. databases and configuration data), appropriately to the level of risk, at least however once a day, and store them in a place that corresponds to security standards customary in the trade to which neither the Software nor other components of the systems used by Customer have access to ("off-site backup").

3.4 **Auditing**

3.4.1 ArangoDB has the right to examine Customer's records and IT-systems to inspect the observance of the contractual condition. ArangoDB shall in particular verify if Customer uses the Software both qualitatively and quantitatively in accordance with this Master Services Agreement, the Individual Agreement and/or other agreed license terms ("**Audit**"). Upon request Customer will inform ArangoDB on the number of visitors, the system environment used and the version number of the Software, provide access to the documents and records required in verifying the contractual use as well as to inspect the hardware and software environment used in connection with the Software. ArangoDB is authorized to commission third parties bound to secrecy with these tasks. ArangoDB will give Customer corresponding written notice at least ten working days before such an inspection unless ArangoDB has specific reasons for believing that the Software is not used as contractually agreed and that a notification would endanger the purpose of the Audit. The inspection will be conducted during Customer's normal business on his premises and shall not impede his business processes more than necessary.

3.4.2 In case the Audit shows that the licensed number of licenses is exceeded by more than five percent or if another substantial non-contractual use (in

particular a non-permissible reworking or edit of the Software) has been found, Customer shall bear the costs of the audit, in case of failing the costs will be borne by ArangoDB. A maximum of one audit per calendar year shall be permitted, unless ArangoDB has specific reasons for believing that the Software has been used non-contractually.

4 Support Services

The following provisions shall apply to all Support Services agreed between ArangoDB and Customer according to the Order Form:

4.1 Scope of services

4.1.1 Support Services include the repair of Errors within the Software as well as the documentation, within a reasonable time and as set out in the Service Level Specification agreed in **Annex B** to this Master Services Agreement.

4.1.2 Support for Customer is carried out by means of a ticket system provided to Customer by ArangoDB, through which Customer can send and categorize requests. ArangoDB reserves the right to offer alternative means of contact, including phone or e-mail.

4.1.3 Customized development of the Software is not covered by the Maintenance Services. Maintenance Services furthermore only apply to the versions of Software agreed upon in the Service Level Specification. Should future versions of the Software be included in a Subscription Services acquired by the Customer, Maintenance Services are only assumed for such future versions which ArangoDB releases as "stable". Maintenance Services further do not cover any piece of hardware, software or other component, which was not provided to Customer by ArangoDB, nor versions of the Software altered or amended by Customer or a third person and any Errors caused by erroneous use of the Software or any use not covered by the Documentation.

4.2 Error analysis, Response Time

4.2.1 ArangoDB will commence with the analysis of Errors reported by Customer within the Response Time agreed in the Service Level Specification in the Order Form and will confirm receipt of the reported Error with an internal error ID.

4.2.2 Errors are categorized by Customer according to the following Error categories:

- a) Error category "critical": Operation-impeding Error
 - the Error impedes either the appropriate or commercially viable use of the area or essential parts thereof; or
 - use is impossible or unacceptably limited or hindered due to such Errors; or
 - essential system components are not usable.
- b) Error category „level 2“: Operation-limiting Error
The Error severely interferes with the appropriate use of the area. This is the case if i.e. an acceptance test can be carried out, but severe usage limitations exist with regard to an essential system component.
- c) Error category "level 3": Other errors
 - e.g. flaws without severe effect on the processing or
 - lack of convenience or similar flaws, which do not lead to a significant loss of time.

4.2.3 Unless expressly agreed upon otherwise, times outside of ArangoDB's Business Hours are excluded from the calculation of Response Times and the Response Time is extended accordingly.

4.3 **Cooperation Obligations of Customer**

4.3.1 Customer has to proceed as follows to report and categorize Errors:

- a) If an Error occurs, Customer will send a request to ArangoDB regarding its repair by means of the ticket system provided. In doing so, Customer first has to categorise the Error in accordance with the Error categories stipulated in Sec. 4.2.3 of this Master Services Agreement. Consequently, ArangoDB will, on the basis of Customer's information, forward the request to the employee responsible for evaluation. After evaluation and verification of the categorization, an employee will initiate the repair process and Customer will receive a confirmation note according to Sec. 4.2.1 of this Master Services Agreement.
- b) Should the categorization of a certain Error category prove wrong after its submission by Customer – given that the actual Error category

was of an inferior category compared with the one reported by Customer – and should or could Customer have been in a position to notice its mistake, or should Customer previously have negligently selected the wrong category at least three times, Customer is obliged to pay for the repair of the actually Error detected to ArangoDB according to the agreed additional fee for false categorization of the Service Level Specification. In this case, ArangoDB is not bound to the response times set out in the Service Level Specification or this Master Services Agreement.

- 4.3.2 Customer must and use the provided ticket system and adhere to the advice given by ArangoDB regarding the description, limitation, determination and reporting of possible issues.
- 4.3.3 Unless otherwise agreed upon in the Order Form Customer has to specify its Error reports and questions as detailed as possible. In particular, Customer has to communicate at least one and a maximum of three qualified employees (“**Technical Contact**”) responsible to determine and decide on Errors, functional enhancements, functional reductions as well as changes of the Software structure and may handle the entire communication with ArangoDB regarding technical issues. Should the Technical Contact or their contact information change, Customer is obliged to inform ArangoDB accordingly without undue delay.
- 4.3.4 Customer grants ArangoDB access to the Software via telecommunication and ensures that the necessary prerequisites (such as configuration of the firewall, etc.) for such access are met. The connections necessary for this purpose will be established by ArangoDB. ArangoDB will only access the system via the user who runs the Software in Customer’s system environment.

5 Developer Support Services

5.1 Scope of Services

- 5.1.1 In the event that ArangoDB provides Customer with Developer Support Services according to the Order Form, ArangoDB shall support Customer during the project development phase of Customer’s project with the efficient use of the Software and development issues in connection with the Software.

5.1.2 Developer Support Services solely include the duly effort to support Customer in achieving a successful use of the Software by providing information, best practices and know-how to ArangoDB's best knowledge. The actual achievement of a successful solution is not owed by ArangoDB. In particular, it is the sole responsibility of Customer to ensure that the Software is suitable for Customers needs and provides all functionality required by Customer. In no way is ArangoDB obligated to make modifications to the Software to ensure that the Software complies with Customer's requirements.

5.2 **Response Times**

5.2.1 Developer Support Requests shall be handled by ArangoDB within the Response Times for Developer Support agreed in **Annex B** to this Master Services Agreement.

5.2.2 Support Requests for issues, which prevent Customer from development or use of the Software ("**Critical Issues**") via email shall be labelled by Customer accordingly in the email subject. However, the label shall not be deemed as prejudice for the actual classification of the issue as Critical Issue. In the event that Support Requests have falsely been labelled as Critical Issue more than 3 times over the course of this Agreement the Parties shall schedule a prompt meeting and make due efforts to ensure an accurate classification for the future. In the event that no agreement can be made or that Developer Support Requests again have been falsely labelled as Critical Issue, Response Times for Critical Issues shall be increased to the Response Time agreed for non-critical issues.

5.2.3 Support Requests via electronic communication may require a lead time of up to 4 hours and shall not exceed a length of 30 minutes per day unless expressly agreed upon otherwise in this Agreement.

5.2.4 Response Times solely apply during the Business Hours. In the event that a Response Time owed by ArangoDB exceeds the Business Hours, the Response Time shall be suspended until the Business Hours continue.

6 **Consulting and Training**

The following provisions shall apply to all Training and Consulting Services agreed between ArangoDB and Customers according to the Order Form:

6.1 **Scope of services**

- 6.1.1 ArangoDB provides Customer with services regarding training and/or consulting (hereinafter referred to as “**Training and Consulting Services**”) as conclusively specified in the Individual.
- 6.1.2 All Training and Consulting Services provided by ArangoDB will be rendered via electronic communications as agreed in the Order Form or, if expressly agreed, at Customer’s premises or at a location of Customer’s choice (“On-Site Services”).
- 6.1.3 ArangoDB is not subject to any instructions by Customer in providing the Training and Consulting Services and is free in the performance of his contractual duties. The relationship of ArangoDB (and its employees) to Customer will be that of an independent contractor and nothing in this Agreement shall render ArangoDB or its employees an employee, worker, agent or partner of Customer. However, ArangoDB is obligated to act in his dealings with Customer and employees in the best interest of Customer.
- 6.1.4 ArangoDB may employ, subcontract, or otherwise engage qualified employees, freelancers or other sub-contractors to perform any and all services under this Agreement.

6.2 **Training Services**

- 6.2.1 Training Services owed by ArangoDB shall convey know-how with respect to the use of the software and explain technical features to the training participants. Due to the versatile components of the software and the numerous use-cases, training contents may not cover all relevant aspects of the software exhaustively. Training contents, methods and personnel are chosen by ArangoDB taking due consideration to the Customer’s wishes.
- 6.2.2 Unless agreed otherwise, ArangoDB does not owe any additional support services connected with the software to the Customer.
- 6.2.3 If a scheduled training session cannot take place at all or in time on the part of ArangoDB, ArangoDB will immediately notify Customer and the Parties will agree on an alternative date for the training session.

6.3 Consulting Services

- 6.3.1 ArangoDB shall render the Consulting Services as conclusively specified in the respective Order.
- 6.3.2 ArangoDB will assist Customer in the analysis and improvement of Customer's use of the Software according to the respective Order using qualified employees or subcontractors of ArangoDB.
- 6.3.3 Consulting Services include ArangoDB's best efforts to assist Customer in achieving its goals and desired work results. However, ArangoDB does not owe an actual achievement of such goals or work results.
- 6.3.4 If a scheduled consulting session cannot take place at all or in time on the part of ArangoDB, ArangoDB will immediately notify Customer and the Parties will agree on an alternative date for the consulting session.

6.4 Training and Consulting Credits

Customer may acquire Training and Consulting Credits ("**Credits**") from ArangoDB. Credits may be used by Customer to request Training and Consulting Services from ArangoDB in accordance to the terms of this Agreement. Credits must be used within the term agreed in the Order Form for the respective Credits ("**Credit Term**"). If Customer does not request Training and Consulting Services within the Credit Term the Credits shall expire. Payment for Credits shall be due upon signature of the Order Form for the respective Credits by both Parties and in accordance with Section 9.

6.5 Customer's Obligations

- 6.5.1 Customer shall provide all information, documents and infrastructure required for ArangoDB to perform its Training and Consulting Services, including but not limited to
 - a) a written description of Customer's use case and desired goal of the training;
 - b) an appropriate and undisturbed IT-infrastructure required for the services;
 - c) the communication-software specified by ArangoDB for Customer's use;

- d) suitable rooms for the agreed period, provided an On-Site Service is agreed;
 - e) the installation of software required for the training and which will be provided in advance by ArangoDB.
- 6.5.2 Customer shall procure ArangoDB with all necessary information for the performance of the Training and Consulting Services and shall inform ArangoDB on all events being of importance for the assignment of ArangoDB.
- 6.5.3 Customer is responsible for the undisturbed and continual presence of the infrastructure as specified above and in the respective Order. In the event that technical problems occur during the services that lead to a delay of time and therefore to additional costs, Customer shall pay the additional costs according to the payment agreed in the respective Order if ArangoDB is not responsible for the technical problems. Customer cannot make any claims for unfinished services to be rescheduled if services are not finished due to such technical problems beyond ArangoDB's responsibility.
- 6.5.4 If any scheduled meetings, training or consulting sessions (together hereinafter referred to as "**Session**") cannot take place at all or in time on the part of the Customer, Customer will immediately notify ArangoDB about the causal circumstances and reasons. Customer will inform ArangoDB at least 48 hours before the commencement of Session. Customer will bear the costs of ArangoDB for travels or necessary cancellations thereof. Customer shall reimburse ArangoDB any damages suffered from the cancellation or delay provided that Customer is responsible for the circumstances leading to the cancellation or delay of the respective Session. This also applies in the event that the cancellation or delay is caused by a third party for which Customer is responsible.

7 Intellectual Property Rights

- 7.1 ArangoDB grants Customer a non-exclusive, non-transferable, non-sublicensable, geographically unlimited right to perpetually use the training materials and/or work results of consulting services (together hereinafter referred to as "**Material**") for internal purposes.
- 7.2 Customer may not:

- Commercially exploit the Material in any way other than for internal purposes;
- share the Material with third parties or make Material publicly available without ArangoDB's prior written approval;
- reproduce the Material (physically or digital), unless reasonably required for the contractual purpose or for internal purposes;
- modify contents of the Material and redistribute modified Material.

7.3 The rights granted under Section 7 do not include any and all Material or parts thereof which are recognizably licensed under a third-party license, including but not limited to open source and creative commons licenses. Such third-party material is solely subject to their respective licenses. For the avoidance of doubt, Section 7.2 does not apply to third-party material.

8 Warranty

8.1 ArangoDB is liable for defects when providing Enterprise Licenses or other licensed products under this Master Service Agreement exclusively according to the following provisions:

8.1.1 If the services ArangoDB is obliged to fulfil under this Master Service Agreement or any Order are defective, ArangoDB will repair, improve or re-provide the services within a reasonable period and upon written complaint by Customer. When using third party software, which ArangoDB licensed for the use by Customer, correction of faults is limited to procurement and – as far as enabled by Customer – installation of generally available updates, upgrades or patches. Improvement includes provision of instructions with which Customer is able to work around defects in a reasonable way in order to use the Software as agreed upon.

8.1.2 If provision of services without defects is not possible even within the reasonable period of time set up by Customer due to reasons ArangoDB is to be held responsible for, Customer may reduce the agreed upon remuneration by a reasonable amount. The right of reduction is limited to the amount of the monthly price regarding the defective part of service.

8.1.3 If reduction according to Section 8.1.2 reaches the maximum amount in two consecutive months or in two months of a quarter (in the event that a

term for an Order has been agreed), Customer may terminate the contract without prior notice.

- 8.1.4 In the event of a perpetual License Term the warranty period shall be limited to one year from the initial provision of the Software.
- 8.2 Customer will inform ArangoDB about potentially appearing defects immediately in written form or via e-mail.
- 8.3 Customer will support ArangoDB with repair of defects free of charge and will provide all information and documents necessary for analysis and remedy of defects.
- 8.4 Warranty shall be excluded for faults based on damage or faulty use of the Software by the Customer. Warranty shall also not exist if Customer or a third party modifies the Software, except if Customer can prove that the fault already existed in the unmodified version of the Software provided by ArangoDB.
- 8.5 Other claims and rights of Customer due to defects as in this number do not exist, as long as ArangoDB is not further liable according to mandatory legal requirements. Section 9 of this Agreement shall remain unaffected.
- 8.6 ArangoDB shall provide warranty for Evaluation Licenses in accordance with the statutory provisions.

9 Remuneration

- 9.1 Customer shall pay the remuneration agreed in the Order Form for any respective Order.
- 9.2 Unless expressly stated otherwise, all remuneration agreed in the Order Form is deemed as net amount plus value added tax (VAT) if applicable.
- 9.3 Unless expressly agreed upon otherwise, invoices shall be issued at the beginning of the respective contractual term.
- 9.4 All invoiced amounts are due upon invoicing and have to be paid within 30 days.

- 9.5 ArangoDB is entitled to terminate individual Orders without notice, if Customer is, despite proper invoice and written reminder, in default with the payment for two months for a period of time exceeding more than two months.
- 9.6 Unless agreed otherwise in the respective Order, out-of-pocket expenses (travel expenses, printing costs etc.) will be invoiced separately, based on the amount actually incurred. Unless agreed otherwise, the Customer shall reimburse travel expenses as follows: Car travel at a rate of EUR 0.60 per kilometre driven, second class railway tickets, economy class airfare to the nearest destination, rental cars at the full-size category rate, other travel expenses as incurred.

10 Term and Termination

- 10.1 This Master Services Agreement commences on the date of the latest signature. The term of this Master Services Agreement shall be indefinite. Both Parties may terminate this Master Services Agreement upon a notice period of one (1) month. Any services to be provided under this Master Services Agreement due to an Order Form signed before termination of this Master Services Agreement becomes effective shall remain unaffected and shall remain subject to the terms of this Master Services Agreement.
- 10.2 Orders shall commence on the Effective Date set out in the Order Form or, in the event such Effective Date has not been agreed upon, the date of the latest signature of the Order Form. The term of the respective Order shall be set out in the Order Form. In the event no term is specified, services shall be deemed as one-time service.
- 10.3 Unless explicitly agreed upon otherwise in the Order Form, fixed terms agreed for individual Orders shall be extended automatically for an additional term of the same lengths, unless terminated with a notice period of 6 months to the end of the initial term.
- 10.4 Termination for good cause remains unaffected for both Parties.
- 10.5 Terminations, regardless of reason, must be in writing, whereas email shall be deemed sufficient.

11 Limitation of liability

- 11.1 ArangoDB shall be liable for damages occurred due to the provision of a Evaluation License in accordance with the statutory provisions.
- 11.2 Notwithstanding the foregoing, ArangoDB shall be fully liable for damages in connection with the provision of any other service provided under this Agreement in the event of intent ("*Vorsatz*") and gross negligence ("*grobe Fahrlässigkeit*") as well as for damages caused by injury to life, body or health.
- 11.3 In an event of slight negligence ("*einfache Fahrlässigkeit*"), ArangoDB shall be liable only for breaches of a material contractual obligation. A material contractual obligation in the meaning of this provision is an obligation, which makes the implementation of this Agreement possible in the first place and upon which the contractual partner may therefore generally rely.
- 11.4 In the events of Section 11.3, ArangoDB's liability for any lack of commercial results, indirect damages and loss of profits is excluded.
- 11.5 Liability according to Section 11.3 shall be limited to typical and foreseeable damages at the time of conclusion of contract.
- 11.6 Customer is obligated to perform regular backups of any data provided to ArangoDB or used in connection with products provided by ArangoDB to the extent this is technically possible for Customer. Liability for loss of data in the event of Section 11.3 shall be limited to typical recovery costs, which arise if backup copies would have been made regularly by Customer. This provision shall not apply in the event that back-up copies could not have been made due to reasons ArangoDB is to be held responsible for.
- 11.7 Limitations of liability shall also apply to employees, sub-contractors and agents of ArangoDB.
- 11.8 A potential liability of ArangoDB for any guarantees or claims based on Product Liability Law remains unaffected.
- 11.9 Further liability of ArangoDB shall be excluded.

12 Confidentiality

12.1 Confidential Information means (in relation to each Party and its Affiliates) information relating to its businesses, including business systems and Software, business plans, data, products, trade secrets, customers and other information of a confidential nature, whether in oral, written, visual or electronic form, disclosed by one Party to the other or coming to the attention of the other in the course of the performance of this Master Service Agreement or any individual Order. Confidential Information includes the existence and contents of this Master Service Agreement or any individual Order.

12.2 Both Parties shall ensure that all Confidential Information disclosed by one Party to the other in accordance with this Master Service Agreement or any individual Order or which may at any time prior to termination of this Master Service Agreement or any individual Order come into either Party's knowledge, possession or control shall not be used for any purpose other than the performance of this Master Service Agreement or any individual Order and shall not be disclosed to any third party except in so far as this may be required for the proper performance of this Master Service Agreement or any individual Order and given that appropriate confidentiality provisions consistent with this Section 12 are made. The obligation of confidentiality shall cease to apply to any particular item of Confidential Information if it:

- becomes public knowledge other than by any act or default of either Party;
- was in possession of the receiving Party prior to receipt from the other Party;
- is developed independently by the receiving Party;
- is disclosed to a third party pursuant to written authorization from the disclosing Party;
- is received from a third party without similar confidentiality restrictions and without breach of this Master Service Agreement or the respective Order; or
- must be disclosed pursuant to legal provisions or rulings by any court of competent jurisdiction or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided

that the Parties shall, to the extent reasonably possible, first consult, as far as permitted by law, with regard to the required scope of disclosure.

- 12.3 Confidential information may be disclosed to Affiliates on a need to know basis and provided that, prior to such disclosure, these Affiliates have undertaken in writing to adhere to the provisions of this Sec. 6, "Affiliates" being any corporation or other business entity (a) controlling, (b) controlled by or (c) being under common control with one of the Parties from time to time, whereas "control" means the direct or indirect ownership of 50% or more of the voting shares or voting interest in such corporation or other business entity.
- 12.4 Confidential information may be disclosed to individuals who are professionally bound to secrecy.
- 12.5 Subject to any provisions to the contrary in this Master Service Agreement or any respective Order, the disclosure of Confidential Information from one Party to the other, shall not confer any right, title, interest or license upon either Party in relation to such disclosed data or information. Both Parties shall take all necessary steps to ensure that the Confidential Information is protected and safeguarded against unauthorised access in accordance with the care and diligence of a prudent businessman.
- 12.6 Neither Party may delay, manipulate, remit or capture or in any other way interfere with any of the other's Confidential Information which is, at the relevant time, under its control except where this is done to enable it to continue to perform its obligations under this Master Service Agreement or any respective Order or with the express permission of the other. Under such circumstances, each Party shall provide the other with such audit trails as the other may consider necessary to show the way in which it has delayed, manipulated, remitted, captured or otherwise dealt with the Confidential Information.
- 12.7 Neither Party shall have any right to apply any additional markings to any goods or services provided under this Master Service Agreement or any respective Order without the prior written consent of the other.

- 12.8 Each Party shall ensure that, in relation to intellectual property supplied by the other and used by it under this Master Service Agreement or any respective Order but owned by third Parties, such intellectual property shall be dealt with in accordance with such third party's instructions as far as they have been made known to that Party and that only those of its employees and its subcontractors who have the necessary security clearance shall have access to that intellectual property and that a total prohibition on access by other third parties is established and maintained by it.
- 12.9 ArangoDB may disclose the business relationship with Customer and may use Customer's name and trademark to name Customer as a reference Customer during the term of this Master Services Agreement unless agreed otherwise by both Parties in writing. In the event that this Master Services Agreement is terminated by either Party, ArangoDB shall be entitled to use all printed media over a grace period of 12 months.

13 Miscellaneous

- 13.1 The contractual relationship regarding the services agreed under this Master Services Agreement shall be exclusively governed by this Master Services Agreement, the respective Order Form and its Annexes where applicable. Terms and Conditions of either Party shall not apply unless expressly agreed upon by both Parties in writing.
- 13.2 Amendments and additional agreements to this Master Services Agreement and/or Orders need to be in written form. This also includes this written form clause.
- 13.3 Customer's right to exercise set-offs against claims of ArangoDB are limited to counterclaims, which are undisputed or affirmed by a legally binding adjudication or those which are part of a reciprocal agreement ("*synallagmatic relation*") towards the respective claim.
- 13.4 This Master Services Agreement as well as all Orders concluded hereunder shall be governed by the laws of the Federal Republic of Germany with exclusion of provisions regarding conflict of laws and excluding the Convention on the International Sale of Goods (UN sales law).

- 13.5 Exclusive venue for any and all disputes with regard to this contract is Cologne, provided the Parties of the contract are merchants or Customer has no place of general jurisdiction in Germany or in another member state of the European Union or its permanent or habitual residence is transferred abroad after entry into force of these terms of use or permanent or habitual residence is not known at the time the action is filed.
- 13.6 Should individual provisions of these general terms and conditions be or become ineffective and/or contradict the legal provisions, the effectiveness of the conditions of use will not be affected by this. The ineffective provision will be mutually replaced by the contractual parties with a provision whose economic purpose comes closest to the ineffective provision in a legally effective manner. The aforementioned provision shall also apply accordingly to regulatory loopholes.

Location, Date

Location, Date

Dr. Frank Celler
CTO, ArangoDB GmbH

[Customer Name]

Location, Date

[Customer Position]

Claudius Weinberger
CEO, ArangoDB GmbH

[Customer Company]

Annex A - ArangoDB Products and Services

Subscriptions include the following features and services:

	Basic	Enterprise
Community Edition Features	✓	✓
SmartGraphs		✓
Encryption Control		✓
Auditing		✓
Free, online education	✓	✓
Private, on-demand training		✓
License Type	Apache v2	Commercial

* Within Business Hours.

One subscription is valid for a single machine with up to 256 GB of RAM. In a non-cloud environment, this means a single physical machine. In a cloud environment, this means a single virtual machine.

Annex B – Support Services

	Basic / Development Support	Enterprise
SLA	9x5	24x7
Response Time Critical Issues	12 hours*	2 hours*
Response Time Level 2 issues	16 hours*	5 hours*
Response Time Level 3 issues	40 hours*	16 hours*
Number of issues	10 per month	unlimited
Support contacts	1 email, web	4 email, web, phone
Technical alerts	✓	✓
Hotfixes	general release-cycle	✓

Development Support:

Features

Number of projects	1 project
Team size	up to 3 developers
Access to ArangoDB certified developers	✓

ArangoDB only provides Support for the Stable Versions of the Software and the previous minor version. Support is effective immediately upon the release of the latest Generally Available (“**GA**”) version of the Software, and Support will be in effect for a period of eighteen (18) months after a major release date. As part of Support Services, ArangoDB may provide Updates.