

## MySQL ENTERPRISE UNLIMITED SUBSCRIPTION AGREEMENT

THIS MYSQL ENTERPRISE UNLIMITED SUBSCRIPTION AGREEMENT ("Agreement") is entered into as of the Effective Date by and between the Sun entity identified in the next sentence ("Sun") and the person or entity ("Customer") identified on the order submitted by Customer or on behalf of Customer by an authorized MySQL reseller or distributor. Unless otherwise indicated in the Agreement the Sun entity is (a) Sun Microsystems International B.V., with its principle place of business located at Saturnus 1, 3824 ME Amersfoort, the Netherlands if Customer's address on the Order Form is in EMEA as defined in the Agreement, or (b) MySQL Americas, Inc. if Customer's address on the Order Form is in any other country. "Effective Date" means the date on which Sun transmits written, faxed, or e-mailed acceptance of the MySQL Enterprise unlimited program order submitted by Customer or on behalf of Customer by an authorized MySQL reseller or distributor.

This Agreement is composed of the applicable Additional Terms and Conditions stated below and the following descriptions and terms and conditions, which are incorporated by reference as an integral part of the Agreement between Sun and Customer: [www.mysql.com/products/enterprise/features.html](http://www.mysql.com/products/enterprise/features.html) and [www.mysql.com/about/legal/mysqlenterpriseagmt.pdf](http://www.mysql.com/about/legal/mysqlenterpriseagmt.pdf). The applicable Additional Terms and Conditions stated below shall supersede over any conflicting provisions of the incorporated descriptions and terms and conditions during the Initial Term or Term, as applicable. Any prior existing MySQL Enterprise or MySQL Network subscription(s) of Customer shall be superseded by this Agreement upon expiration of the current Term of any such subscription(s). Payment of all amounts payable to Sun is due in full thirty days after the date of Sun's invoice. All fees are non-refundable and exclusive of applicable taxes and/or VAT.

### **Additional Terms and Conditions – Non-Educational**

1. The Initial Term is **one year** from the Effective Date. This MySQL Enterprise subscription applies to all sites of Customer. This subscription does not apply to Customer's joint ventures and agents, and if Customer is a government agency it does not apply to different agencies.
2. Customer shall use reasonable efforts to deploy the MySQL Enterprise Monitor (included as part of MySQL Enterprise) to count and manage Servers utilizing MySQL Enterprise.
3. The portions of MySQL Enterprise that are not Database Software may not be utilized on or by Servers that operate in an ISP, hosting, or managed service provider environment. This restriction does not apply to application service provider use.
4. The Agreement automatically expires upon the last date of the Initial and any Renewal Term, if applicable, unless Customer submits to Sun a written request for a Renewal Term and pays the applicable fees in accordance with the then-current Sun price list for MySQL Enterprise. Upon expiration of the Agreement Customer shall no longer use portions of MySQL Enterprise that are not Database Software.
5. Customer may have up to twenty (20) named technical support contacts during the Initial Term. Consultative support during the Initial Term may not exceed more than one hundred (100) total hours.
6. The Initial Term shall constitute a Coverage Period under the Sun indemnification terms and conditions set forth in the MySQL Enterprise Subscription Agreement.
7. Customer agrees to endorse Sun and MySQL Enterprise as set forth in Section 13 of the MySQL Enterprise Subscription Agreement.
8. Customer shall not be entitled to assign the MySQL Enterprise Subscription Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets.

### **Additional Terms and Conditions – Educational**

1. Customer must be a lawfully established, authorized, licensed, registered, and/or accredited educational institution organized and operated primarily for the purpose of teaching its enrolled students. Sun reserves the right to not accept Customer's unlimited program order for MySQL Enterprise if in Sun's sole discretion it determines Customer does not meet the foregoing requirement. Upon Sun's acceptance of Customer's unlimited program order for MySQL Enterprise, this MySQL Enterprise subscription applies to all sites of Customer. This subscription does not apply to Customer's joint ventures and agents, and if Customer is part of or operated by a government body it does not apply to different entities, educational institutions, or agencies within such government.

2. The MySQL Enterprise subscription Term is **one year** from the Effective Date. Renewal, if any, shall be upon written agreement of MySQL and Customer.
3. The portions of MySQL Enterprise that are not Database Software may not be utilized (a) by Customer's employees or students for their personal use outside of school projects and assignments, or (b) on or by Servers that operate in an ISP, hosting, or managed service provider environment. The second restriction does not apply to application service provider use.
4. Customer may have up to twenty (20) named technical support contacts during the Initial Term. Consultative support during the Initial Term may not exceed more than one hundred (100) total hours.
5. Customer agrees to endorse Sun and MySQL Enterprise as set forth in Section 13 of the MySQL Enterprise Subscription Agreement.