

## MySQL Statement of Work Remote DBA Service

**1. Summary.** This MySQL Statement of Work (“SOW”) document and the MySQL Remote DBA service description set forth at [www.mysql.com/consulting/packaged/remote-dba.html](http://www.mysql.com/consulting/packaged/remote-dba.html) collectively describe MySQL’s Remote DBA professional service (the “Services”). This SOW is incorporated in the Order Form and/or MySQL Services Agreement between MySQL and Customer (both as defined therein) which references the Services. The Services are governed by the Order Form and the MySQL Services Agreement set forth at [www.mysql.com/company/legal/mysqlservicesagmt.pdf](http://www.mysql.com/company/legal/mysqlservicesagmt.pdf); in the event of any conflict between this SOW and the Order Form, the Order Form will prevail.

**2. Definitions.** In addition to the defined terms used in the applicable Order Form and MySQL Services Agreement, the following definitions shall apply to the Services:

“Consultant” means MySQL’s technical resource assigned to the Services.

“Project Manager” means Customer’s employee or agent assigned to manage the Services on behalf of Customer.

“Services Days” means the quantity of mutually-scheduled business days (not to exceed eight hours per day unless additional charges are paid by Customer) that MySQL will perform the Services during each calendar period, both as stated in the Order Form. An example of Services Days is two days per week.

“Services Duration” means the period of time in which MySQL will perform the Services, beginning upon a mutually-agreeable date after the Order Form Effective Date (but no later than 12 months after the Effective Date). An example of Services Duration is six months.

**3. Services Description.** During the Services Days and for the Services Duration, the Services will consist of proactive remote database administrator activities as described in this SOW. When Customer is also subscribed to MySQL Enterprise (at an additional cost not addressed in this SOW), such Services are backed by a MySQL support organization for emergency and other incident management that may be needed outside of regular business hours and outside of the Services Days.

The Services cover all of Customer’s systems running MySQL database software pursuant to a MySQL Enterprise Gold or Platinum subscription for one hosted site.

The Services are composed of the following elements:

(a) Remote DBA

- Dedicated Consultant assigned to work with Customer on an ongoing basis during the Services Days.
- Proactive monitoring and systems reviews.
- Performance tuning and optimization:
  - Query Optimization
  - Index Tuning
  - Caching and Buffer Tuning
  - Hot Spot and Bottleneck identification
  - Storage Engine selection, if needed
  - Schema Review and Optimization
- Set-up and manage replication.
- Installation of MySQL collection mechanisms and database growth summaries.
- Monitoring of Customer’s MySQL database for pending problems.
- Reporting and resolving serious MySQL alert log messages.
- Comprehensive monthly reviews and reports.
- Backup scheduling and recovery testing.

(b) Proactive Customer and case management. The Consultant will work in partnership with the Project Manager to manage any open incidents and act as liaison with MySQL’s support organization (provided

Customer is under a separate, active MySQL Enterprise subscription). The Consultant will endeavor to address issues proactively before they may affect Customer's systems. The Consultant will also endeavor to keep Customer aware of upcoming MySQL product developments that relate to Customer's environment, and will suggest updates and upgrades when appropriate. Further, the Consultant will work with Customer to focus on reducing downtime and business interruption.

(c) Weekly status calls with Customer. The Consultant will be responsible for scheduling, managing and performing weekly status calls of 1 to 2 hours duration with the Customer team. The agenda will be flexible and tailored to Customer's stated needs so that known incidents and issues are managed, with the goal of providing a close working relationship between MySQL and Customer. A short summary of each weekly status call will be written by the Consultant and distributed to Customer and MySQL teams. Each summary report will be completed and distributed in advance to the following week's status call. All status calls will be performed as part of the Services Days.

(d) Site visit. Once during the Services Duration, the Consultant will, upon mutual agreement with Customer, schedule a visit to Customer site to review Customer's database environment in order to suggest any improvements, updates, upgrades and/or performance enhancements that may be beneficial to Customer. The Consultant may bring additional MySQL resources, with the approval of Customer, to help facilitate and optimize the review session. The review will be delivered in verbal format during the engagement, and will be followed by a written summary report with any proposed actions and suggestions. All site visits, including travel time necessary for such visits, are performed as part of the Services Days.

**4. MySQL Responsibilities for the Services.** MySQL will provide the Consultant to oversee the MySQL responsibilities under the Services, deliver the Services, and establish a framework for communications, reporting, procedural, and contractual activities under the Services. In addition, the Consultant will:

- Maintain project communications through the Project Manager, including reviewing the SOW and the contractual responsibilities of both parties with the Project Manager, and working with the Project Manager to establish documentation and procedural standards
- Manage change management process, if necessary.
- Maintain risk assessment and review with Project Manager, if necessary.
- Initiate escalation process with Project Manager, if necessary.
- Coordinate any contact required with MySQL's support and engineering teams.

**5. Customer Responsibilities for the Services.**

(a) All key Customer representatives will be available during business hours for the duration of the Services, including representatives from all relevant Customer business and technical groups as well as any applicable third party supplier.

(b) Customer will provide MySQL staff with remote access and onsite access to Customer facilities as needed to assist with the Services. Customer will assign appropriate staff to work with MySQL on all work performed in the Customer's environment. Further, Customer will provide MySQL staff with access to the MySQL development, staging, test and production database servers that are to be managed as part of this Service via a secured connection over the internet and a dedicated dial-in connection as optional backup.

(c) Prior to the start of the Services, Customer will designate the Project Manager. All MySQL communications will be addressed to the Project Manager and such person shall have the authority to act for Customer and any third-party participants in all aspects of the Services. In addition, the Project Manager will:

- Provide the following prior to the start of the engagement and when an update has taken place: schema of current databases; data models, including queries and transaction statistics; and application, test data, hardware and operating system setup.
- Attend Services status calls and serve as the interface between the Consultant and all Customer departments and any third-party participants participating in the Services.
- Help resolve Services issues and escalate issues (including to Customer's executive management as necessary) within the Customer organization and any third-party participants, as necessary.
- Arrange for all necessary clearances, access to all systems that are to be managed, access codes, passwords, badges, etc. to be provided to MySQL staff to enable them to perform the Services, including if onsite visits are required

- Ensure availability of all required hardware and non-MySQL software for the timely completion of the Services, in accordance with the Services schedule, and manage any required configuration and customization of non-MySQL products and systems and coordinate these activities with MySQL.

**6. Consultant Changes.** MySQL will make commercially reasonable efforts to provide a backup Consultant in the event that the assigned Consultant is unavailable for a short period of time due to sickness, scheduled vacations, company meetings, etc. The backup Consultant will be kept reasonably aware of Customer's environment and status so that if the assigned Consultant is unavailable, the backup Consultant can assist Customer without significant interruptions. In the event that the backup Consultant cannot cover the Service Days during the same calendar week, such Services Days will be mutually scheduled with the Customer to be served in a subsequent week in addition to the standard Services Days, or, at Customer's option, the Service Duration will be extended by one week. At any time, MySQL reserves the right to assign a replacement Consultant for these services. In addition, in the event that Customer determines that the assigned Consultant is not appropriate for the Services, or if Customer is not satisfied with the performance of the assigned Consultant, Customer may request in writing to MySQL that MySQL assign a replacement Consultant. MySQL will make commercially reasonable efforts to so assign a replacement Consultant and to ensure reasonable continuity during the replacement process.

**7. Schedule, Fees, Customer Purchase Order, Travel, Exclusions.**

(a) Schedule and Fees. The Services Days, Services Duration, and applicable Fees are specified on the Order Form. The actual workdays will be scheduled between the MySQL's professional services scheduling coordinator and Customer.

(b) Extra Services Time. During the Services Duration, Customer may purchase extra Services time—in addition to the Service Days—at a rate of two hundred dollars (\$200) per hour, with a minimum of eight (8) hours per day. Such extra Services time will occur during business hours on days other than normally-scheduled Service Days and will be subject to MySQL consultant availability and mutual agreement of the schedule for such extra time.

(c) Overtime. Services performed at the request of Customer outside the standard local MySQL business hours (including without limitation for emergency down time, maintenance windows, and/or other operational crisis) will be provided at an hourly rate equal to one and a half times the hourly rate specified in the Extra Services Time section above.

(d) Additional Fees. In order to enable MySQL's Consultant to respond quickly to Customer requests during the Services Duration for any extra Services time and/or overtime, Customer agrees that the total Fees for the Services during the Services Duration may exceed the Fees listed on the Order Form by up to 25%. Therefore, (i) if Customer has indicated on the Order Form that it requires a purchase order for payment of the Fees, it will ensure that its purchase order provided to MySQL for the Services totals at least 25% above the Fees stated on the Order Form, or the parties will sign a Change Order prior to performance of any such extra Services time or overtime; or (ii) if Customer has indicated on the Order Form that it does not require a Purchase Order for payment of the Fees, it will make payment for any such extra services time or overtime pursuant to monthly invoicing by MySQL. A monthly services time summary report will be sent to the Customer for any such Fees. The parties must sign a Change Order for any additional Fees that exceed 25% above the Fees listed on the Order Form.

(d) Travel. The Fees do not include any travel expenses except for the site visit to the Customer. Should additional travel be required and agreed upon by the parties, Customer will reimburse MySQL for any Services related travel expenses incurred by MySQL. All MySQL staff will follow the MySQL travel and expense policy.

(e) Exclusions. The Services do not include products and services available through a MySQL Enterprise subscription. Customer must maintain a valid MySQL Enterprise Gold or Platinum subscription for the duration of the Services.