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## **End User License Agreement: XtremeData dbX Cloud Edition**

IMPORTANT NOTICE: BY INSTALLING AND/OR DEPLOYING XTREMEDATA'S PRODUCT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS AND ANY AMENDMENTS THERETO THAT MAY BE PRESENTED TO YOU FROM TIME TO TIME. THE MOST CURRENT VERSION OF THIS AGREEMENT WILL BE MADE AVAILABLE ON OUR WEBSITE AT: [www.xtremedata.com](http://www.xtremedata.com)

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### **1. Product Definition**

The software program(s) and documentation ("Product") delivered under the terms set forth in this End User License Agreement ("Agreement").

### **2. License and Restrictions**

XtremeData Inc., an Illinois corporation ("XDI"), hereby grants you at no charge, a non-exclusive, non-transferable license to use the Product, under the terms set forth in this Agreement. You may use the Product for any business purpose. The Product, in whole or in part, may not be transferred, assigned, sold, licensed or redistributed in any manner to any third parties.

You agree not to attempt to disassemble, reverse engineer or modify the software in the Product. You agree not to publish or distribute results of any benchmark tests run on the Product without the express written permission of XDI.

### **3. Delivery**

This Product is specifically designed for deployment on a public cloud ("Cloud").

The installation/deployment procedures require that you have a valid account with the Cloud provider. Executing the installation/deployment procedures will result in acquiring Cloud resources that will be charged to your Cloud provider account. You are responsible for all charges incurred on the Cloud related to your installation/deployment and usage of the Product. These charges are payable to the Cloud provider. Additional charges from XtremeData for the usage of this Cloud Edition of dbX will apply and are billed through your Cloud provider account. During and after the execution of the installation/deployment procedures, certain electronic reports ("Logs") related to system

configuration, usage statistics and/or any exceptions encountered, may be generated and transmitted to XDI for diagnosis and trouble-shooting purposes.

#### **4. Support**

XtremeData provides 24x7 access via its website to certain electronic support services, which may include problem reporting and tracking, a technical knowledgebase, software updates, patch downloads, and diagnostic tools. You may also separately purchase support packages from XDI.

#### **5. Ownership and Intellectual Property Rights**

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You may terminate this license at any time by destroying all copies of the software and documentation or by returning all such copies to XDI.

This Agreement and the license for the Product will terminate automatically without notice if you fail to comply with any of the terms of this Agreement, including any attempt to transfer any copy of the Product to another party or any attempt to modify the software. Upon termination for any reason, you agree to destroy all copies of the software and documentation or return all such copies to XDI.

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The warranty and remedy set forth herein are exclusive and in lieu of all others, oral or written, expressed or implied.

#### **9. Relationship**

The relationship between you and XDI is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

#### **10. Entire Agreement**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect. This Agreement will be governed by the laws of the state of Illinois, USA.

No amendment to this Agreement shall be valid or binding unless made in writing and signed on behalf of each of the parties by their duly authorized officers or representatives.

XDI retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of XDI's rights under U.S. copyright laws or any other federal, state, local, or foreign law or grants you any rights in the Product.

#### **Contact**

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