

Terms and Conditions

ArangoDB Inc. ("ArangoDB") distributes and maintains both open source database and proprietary applications, which may be used for commercial purposes. These Terms and Conditions (hereinafter referred to as "**Terms**") govern the contractual relationship between ArangoDB and any customer for whom ArangoDB has accepted an Order Form (a "Customer").

1 Certain Definitions

- 1.1 "**Agreement**" means the Order Form and these Terms (which are incorporated by reference into the Order Form).
- 1.2 "**Developer**" means any person who is involved in the development of the Software.
- 1.3 "**Open Source Software**" refers to any software or software components which are made available and licensed under an "open source" or "copyleft" license or is a party to "open" or "public source" or similar licenses.
- 1.4 "**Order Form**" refers to the order form which incorporates these Terms and sets out the services to be provided by ArangoDB and which has been executed by both Parties.
- 1.5 "**Parties**" jointly refers to ArangoDB and Customer.
- 1.6 "**Software**" refers to Software specified in the Order Form.
- 1.7 "**Software Documentation**" means the applicable user documentation of the Software, available at <https://docs.arangodb.com/latest> which may be updated from time to time, provided by ArangoDB to Customer.

Any term not defined in the Terms shall have the meaning specified in the Order Form

2 Subject matter of these Terms

- 2.1 These Terms shall apply to the Software and Services to be provided by ArangoDB to Customer, as agreed in an Order Form. The scope of Software and Services to be provided by ArangoDB to Customer is exclusively set out in the Order Form, and no other person or entity other than Customer is authorized to utilize the Software or Services. In the event that these Terms contains provisions regarding software or services which are not explicitly agreed in the Order Form, ArangoDB shall have no obligations whatsoever provide such software or services to Customer.
- 2.2 In the event of conflicts between the Order Form and these Terms, the provisions of the Order Form will take precedence over conflicting terms in these Terms only for the Services and Software identified in such Order Form. The terms of this Agreement will take precedence over conflicting terms in a purchase order, invoice or similar document.

3 License And Customer Obligations

3.1 License

- 3.1.1 Subject to Customer's compliance with the terms and conditions of the Terms, ArangoDB grants Customer and only Customer, during the Term, a limited, non-exclusive, non-sub licensable, non-transferable, worldwide right under ArangoDB's intellectual property rights to (i) use the Software (including the right to install and run the Software on Customer's systems) only in accordance with the Software Documentation, and (ii) use the Software Documentation.
- 3.1.2 Rights granted under Section 3.1.1 exclude, *inter alia*, the right to re-distribute or make the Software otherwise available to the public, the right to translate any Software Documentation.
- 3.1.3 The license granted according to this Section 3.1.1 excludes any and all components of the Software which are not owned or licensed by ArangoDB ("**Third-Party Components**"), including Open Source Software, and which shall be disclosed by ArangoDB 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 these Terms or any Order Form shall be construed as a waiver of or interference with such third-party licenses.

3.1.4 Except to the extent specified on the Order Form, ArangoDB has no other obligations to provide training, consulting, support or maintenance or updates, modifications or new releases under these terms or any related document. Any training, consulting, maintenance or support shall be provided under the terms and conditions set forth in the ArangoDB Support Services Terms and Conditions, which are also subject to the terms and conditions of the Terms. Any update, modification, or release, if any, provided by ArangoDB to Customer will be subject to all limitations, restrictions, and qualifications relating to Software, as well as Customer's obligations with respect to Software.

3.1.5 As between the Parties, ArangoDB retains all title to and ownership of and all proprietary rights with respect to the Software and Services and all copies and portions thereof, whether or not incorporated into or with other software. The license in Section 3.1.1 does not constitute a sale of the Software or any portion or copy of it, and Customer will maintain the copyright notice and any other notices that appear on the Software on any copies and any media.

3.2 **Customer Obligations**

3.2.1 Customer is solely responsible for, and will fulfill, the system requirements and operation and maintenance of the Software in accordance with the Software Documentation. The provision of necessary hard- and software is not part of this Agreement, and Customer is solely responsible for obtaining any required third-party licenses. ArangoDB has no obligation to support such licenses under these Terms.

3.2.2 ArangoDB shall provide Customer with Software Documentation in the 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.

- 3.2.3 ArangoDB may in its sole discretion continually develop the Software and provide Customer new features or technical improvements in form of updates. If ArangoDB provides updates to Customer, such updates shall be governed by the terms of these Terms including the provisions in Section 4 and 7. ArangoDB reserves the right to adjust the system requirements for updates to the technical needs, and Company is responsible to comply with those requirements before installing a new update.
- 3.2.4 Customer will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Software (except to the extent that applicable law prohibits reverse engineering restrictions), (ii) provide, lease, lend, disclose, use for time sharing or service bureau purposes, or otherwise use or allow others to use for the benefit of any third party, any Software (except as expressly and specifically authorized by ArangoDB in writing), (iii) possess or use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency, (iv) disclose to any third party any benchmarking or comparative study involving any Software or (v) modify any Software or Software Documentation. Prior to disposing of any media or apparatus containing any part of the Software, Customer shall completely destroy any Software contained therein. All the limitations and restrictions on the Software in this Agreement also apply to Software Documentation. Further, Software licensed without charge or for a nominal charge will be deemed a free evaluation license and may be used for purposes of evaluation for a paid license only, and not for any production use.
- 3.2.5 Customer will use the Software for the Permitted Purposes and solely in accordance with the terms and conditions set out in this Agreement. Customer may make the Software available to its employees or employees of affiliated

companies to the extent required for such Permitted Purposes. Customer may 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 (including without limitation, database-as-a-service) ("Permitted Purposes").

- 3.2.6 Upon request Customer will inform ArangoDB about number, data storage device and the repository of all copies (e.g. backup copies).
- 3.2.7 Customer is responsible for the any data used in connection with the Software (and preservation thereof), including without limitation performing backups of such data.

3.3 **Auditing**

- 3.3.1 Customer shall keep and maintain true, accurate and complete books and records that are sufficient to meet the requirements of this Section, for the current calendar year. During the term of this Agreement and for 1 year thereafter, ArangoDB or its agents may, upon ten (10) days written notice (unless ArangoDB has specific reasons to believe the Software is not used as contractually agreed and that a notification would endanger the purpose of the audit), inspect the applicable facility, books and records (including without limitation the system environment used and the version number of the Software, documents and records to verify the contractual use, inspection of the hardware and software environment used with the Software) on a reasonable basis to verify Customer's compliance with the pricing provisions of this Agreement. If errors of five percent (5%) or more in ArangoDB's favor are discovered as a result of such examination or if Customer's violation of these Terms has been found, Customer shall reimburse ArangoDB for the expense of such examination and pay the deficiency with interest immediately.

4 Warranty

4.1 ArangoDB warrants for a period of thirty (30) days from the delivery of the first copy of the Software hereunder that such Software, as so delivered, will materially conform to ArangoDB's then-current Software Documentation. This warranty covers only problems reported to ArangoDB during the warranty period. In no event does ArangoDB make any representation or warranty as to the ability of the Software in circumstances where data received for use by the Software is in formats other than those defined by the Software Documentation.

4.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5.1, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, ARANGODB DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ARANGODB WILL HAVE NO LIABILITY FOR THE LOSS OR CORRUPTION OF ANY DATA STORED ON ANY SOFTWARE FOR ANY REASON.

5 Fees

5.1 Customer shall pay the Total Fees set forth in the Order Form. Unless expressly stated otherwise, (i) all fees agreed in the Order Form are exclusive of shipping, taxes, duties and the like, which shall be paid by Customer, and (ii) ArangoDB shall issue an invoice at the beginning of the Effective Date, and Customer shall pay all invoiced amounts within 30 days after ArangoDB sends the invoice to Customer.

- 5.2 Unless agreed otherwise in the respective Order Form, (i) ArangoDB will invoice out-of-pocket expenses (e.g., travel expenses, printing costs etc.) separately, based on the amount actually incurred, and (ii) the Customer shall reimburse travel expenses as specified in the Order Form, or if not specified, as follows: Car travel at a rate of \$1.00 USD per mile 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.

6 Term and Termination

- 6.1 Unless terminated earlier as provided herein, this Agreement shall have a term extending from the Effective Date until the term as specified on the Order Form. If such term is specified on the Order Form, then it shall automatically renew for additional term of the same duration, unless terminated with a 6 months notice prior to expiration (the "Term"). If the Order Form does not provide a term, then, subject to 7.2, its term shall be twelve (12) months and Services, if any, shall be deemed as one-time service.
- 6.2 If the Order Form does not provide a term, then either Party may terminate this Agreement without cause by providing a three (3) months notice to the other Party, provided if Customer terminates without cause, Customer will not be entitled to receive any pre-paid amounts and must pay any payable amounts due. Unless terminated under Section 7.3 and subject to Customer's compliance with the terms and conditions of the Terms, ArangoDB's obligation to provide the Services it has not provided prior to the termination under this Section 7.2 shall survive until performed by ArangoDB.

6.3 This Agreement may be terminated by one Party immediately upon the occurrence of any of the following events: (i) if other Party fails to cure any material breach of these Terms within thirty (30) days (10 days in the case of nonpayment) of receiving notice of such breach (or immediately upon notice in the case of a breach of Section 3.2), or (ii) if the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other Party (and not dismissed within 120 days).

7 Limitation of Liability; Indemnification

7.1 EXCEPT FOR BREACH OF SECTION 9 (CONFIDENTIALITY) AND LIABILITY ARISING UNDER SECTION 8.2 (INDEMNIFICATION), NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR THE OTHER PARTY'S LOST REVENUES, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE), EXEMPLARY OR PUNITIVE DAMAGES, AND EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER PAID TO ARANGODB UNDER THESE TERMS FOR THE 12 MONTHS PRECEDING THE SUBJECT CLAIM.

7.2 ArangoDB shall hold Customer and its officers, directors, shareholders, agents and employees harmless from liability resulting from damages awarded to a third party by a final unappealed court judgment on account of such third party's claim of infringement by the Software of any United States patent issued as of the date 60 days before delivery of the first copy of the applicable Software or any United States copyright, provided ArangoDB is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise; ArangoDB will not be responsible for any settlement it does not approve in writing. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of ArangoDB does not apply with respect to Software or portions or components thereof (i) that are not exclusively developed, owned and supplied by ArangoDB, (ii) that are made in whole or in part in accordance with Customer specifications, (iii) that are modified after shipment by ArangoDB, if the alleged infringement relates to such modification, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) to the extent Customer continues allegedly infringing activity after being notified thereof or of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Software is incident to an infringement not resulting primarily from the Software or is not strictly in accordance with these Terms; Customer will indemnify ArangoDB and its officers, directors, shareholders, agents and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from ArangoDB's indemnity obligation by this sentence.

8 Confidentiality

- 8.1 Each Party shall keep confidential and not disclose to any other party or use, except as required by this Agreement, non-public information obtained from the other party (including without limitation the terms of this Agreement, the Software, Software Documentation which shall remain ArangoDB's confidential information) ; provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, (iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure. During the term of this Agreement, ArangoDB may use Customer's name and logo on its website as part of a general client list. After termination or expiration of this Agreement, ArangoDB may continue using all printed media for twelve (12) months.

9 Miscellaneous

- 9.1 Although fully assignable and transferable by ArangoDB, this Agreement (including all rights and obligations) is not assignable or transferable by Customer without the prior written consent of ArangoDB; any attempt to do so shall be void.
- 9.2 Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth in the Order Form for notices (or such other address as a party may designate by 10 days' notice) and marked "Attention: Legal."

- 9.3 No failure to exercise, and no delay in exercising, on the part of either Party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.
- 9.4 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 9.5 This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
- 9.6 The parties agree that a material breach of this Agreement adversely affecting ArangoDB's proprietary rights in the Software would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and that ArangoDB shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.
- 9.7 The Parties agree to have any dispute resolved by binding arbitration in the English language in New York City under the rules of JAMS by a single arbitrator selected in accordance with such rules, with the ruling of such arbitrator being enforceable in any court of competent jurisdiction; provided that either Party may in all cases apply to a court of competent jurisdiction for preliminary or injunctive relief. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.
- 9.8 Any waivers or amendments shall be effective only if made in writing by non-preprinted agreements clearly understood by both parties to be an amendment or waiver and signed by a representative of the respective parties authorized to bind the parties.

- 9.9 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- 9.10 Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
- 9.11 Sections 1, 2, 3.2, 3.3, 5, 6, 7, 8, 9, and 10 shall survive any termination of this Agreement.

Location, Date

Location, Date

Dr. Frank Celler
CTO, ArangoDB GmbH

[Customer Name]

Location, Date

[Customer Position]

Claudius Weinberger
CEO, ArangoDB GmbH

[Customer Company]

ArangoDB Support Services Terms and Conditions ("Support Terms")

1 Certain Definitions

- 1.1 **"Business Hours"** refers to the times from Monday to Friday between 3:00 AM-12:00 PM Eastern Time (ET), excluding public holidays in North Rhine-Westphalia (Germany).
- 1.2 **"Developer Support"** means the contact information specified by ArangoDB to contact for Developer Support Requests.
- 1.3 **"Developer Support Request"** refers to any written inquiry (by email or another method approved by ArangoDB with respect to technical questions or issues with the Software sent by Customer to ArangoDB's Developer Support as agreed in these Terms as provided herein.
- 1.4 **"Error"** refers to any errors and outages occurring during the operation of the Software.
- 1.5 **"Response Time"** refers to the time between receipt of Customers support request and initial response from ArangoDB.
- 1.6 **"Service Level"** means the Service Level selected on the Order Form.

2 Production Support Services

The following provisions shall apply to all Production Support Services agreed between ArangoDB and Customer according to the Service Level:

2.1 Scope of Production Support Services

- 2.1.1 Subject to the terms of these Terms, ArangoDB's will use commercially reasonable efforts to fix Errors that ArangoDB can successfully and reliably reproduce within the Software, within the time frame specified in the **Annex A** to these Support Terms.
- 2.1.2 Production 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.

- 2.1.3 Customized development of the Software is not covered by the Production Support Services. Production Support Services only apply to the versions of Software specified in the Order Form and its corresponding support level and do not cover hardware, software or other components which were not provided to Customer by ArangoDB, any versions of the Software altered or amended by Customer or a third person, or any Errors caused by erroneous use of the Software or any use not in strict accordance with the Software Documentation.

2.2 **Error analysis, Response Time**

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

- 2.2.2 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 "normal": Operation-limiting Error
The Error severely interferes with the appropriate use of the area or usage limitations exist with regard to an essential system component.
- c) Error category "low":
 - Any other errors
 - Includes without limitation, any flaws without severe effect on the processing; or

- lack of convenience, which do not lead to a significant loss of time.

2.2.3 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.

2.3 Cooperation Obligations of Customer

2.3.1 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 categorize the Error in accordance with the Error categories stipulated in Sec. 2.2.3 of these Support Terms. Consequently, ArangoDB will, on the basis of Customer's information, forward the request to the individual responsible for evaluation. After evaluation and verification of the categorization, if ArangoDB was able to successfully reproduce the Error, it will undertake commercially reasonable efforts to fix the Error, and Customer will receive a confirmation note according to Sec. 2.2.1 of these Support Terms.
- b) If the categorization of a Customer-submitted Error is in ArangoDB's reasonable opinion of a lower category than reported by Customer and if Customer previously selected the wrong category at least three times, then Customer is obliged to reimburse ArangoDB for costs related to the detected Error for false categorization of the Error, and ArangoDB shall have no obligation to respond in the time set out in the Service Level Specification or these Terms.

2.3.2 Customer must use the provided ticket system and adhere to the advice given by ArangoDB regarding the description, limitation, determination and reporting of possible issues (including Errors).

2.3.3 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. Customer may change no more than one Technical Contact per calendar quarter.

- 2.3.4 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.

3 Developer Support Services

3.1 Scope of Services

- 3.1.1 In the event that ArangoDB provides Customer with Developer Support Services according to the Order Form, ArangoDB shall undertake commercially reasonable efforts to 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.
- 3.1.2 Developer Support Services solely include commercially reasonable efforts to support Customer in achieving a successful use of the Software by providing information, best practices and know-how. ArangoDB does not warrant or guarantee any actual achievement of a successful solution. It is Customer's sole responsibility to ensure that the Software is suitable for Customer's needs. Notwithstanding anything herein, ArangoDB is not obligated to make modifications to the Software to ensure that the Software complies with Customer's requirements.
- 3.1.3 Customer has to communicate at least one and a maximum of three qualified employees responsible for Developer Support Services and related communications ("**Developer Contact**"). Should the Developer Contact or their contact information change, Customer is obliged to inform ArangoDB

accordingly without undue delay. Customer may change no more than one Developer Contact per calendar quarter.

3.2 **Response Times**

3.3 Developer Support Requests shall be handled by ArangoDB within the Response Times for Developer Support agreed in **Annex A** to these Support Terms.

3.4 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. If such categorization is, in ArangoDB's reasonable opinion, of a lower category than reported by Customer and if Customer previously selected the wrong category at least three times, then 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 of non-critical issues.

3.5 Support Requests other than through the ticketing system provided to Customer 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.

3.6 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.

4 **Consulting and Training**

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

4.1 **Scope of services**

- 4.1.1 ArangoDB provides Customer with services regarding training and/or consulting (hereinafter referred to as “**Training and Consulting Services**”) as conclusively specified in the Order Form.
- 4.1.2 All Training and Consulting Services provided by ArangoDB will be rendered via electronic communications as specified in the Order Form, unless expressly agreed, at Customer’s premises or at a location of Customer’s choice (“On-Site Services”).
- 4.1.3 ArangoDB shall have sole discretion in providing Training and Consulting Services. 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.
- 4.1.4 ArangoDB may employ, subcontract, or otherwise engage qualified employees, freelancers or other sub-contractors to perform any and all services under this Agreement.
- 4.2 **Training Services**
- 4.2.1 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 solely chosen by ArangoDB, which may include Customer’s wishes.
- 4.2.2 Unless agreed otherwise, ArangoDB does not owe any additional support services connected with the Software to the Customer.
- 4.2.3 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.

4.3 **Consulting Services**

4.3.1 ArangoDB shall render the Consulting Services as specified in the respective Order.

4.3.2 ArangoDB will undertake commercially reasonable efforts to assist Customer in the analysis and improvement of Customer's use of the Software according to the respective Order Form using an ArangoDB employee or contractor.

4.3.3 Consulting services include ArangoDB's commercially reasonable efforts to assist Customer in achieving its goals. However, ArangoDB does not warrant any actual results.

4.3.4 If a scheduled consulting session cannot take place due to ArangoDB, it will immediately notify Customer and the Parties will agree on an alternative date for the consulting session.

4.4 Training and Consulting Credits

Customer may purchase training and consulting credits ("**Credits**") from ArangoDB. Credits may be used by Customer to request Training and Consulting Services from ArangoDB in accordance with these Terms. 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 expire. Payment for Credits shall be due upon signature of the Order Form for the respective Credits.

4.5 **Customer's Obligations**

4.5.1 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 IT-infrastructure required for the services;

- c) the communication-software specified by ArangoDB for Customer's use;
- d) suitable rooms for the agreed period, if an On-Site Service is agreed; and
- e) the installation of software required for the training and which will be provided in advance by ArangoDB.

4.5.2 Customer shall provide ArangoDB with all necessary information for the performance of the Training and Consulting Services and shall inform ArangoDB on all events related to ArangoDB's performance of such services.

4.5.3 Customer is responsible for the undisturbed and continual presence of the infrastructure as specified in the respective Order Form or Software Documentation. 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 Form 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.

4.5.4 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 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.

Annex A to Support Terms Support Services

	Basic Support	Developer Support	Enterprise Support
Support Hours**	Business Hours specified in the Support Terms	Business Hours specified in the Support Terms	24x7
Response Time Critical Issues	12 hours**	12 hours**	2 hours**
Response Time Normal issues	16 hours**	16 hours**	5 hours
Response Time Low issues	40 hours**	40 hours**	16 hours
Number of issues	unlimited	10 per month	unlimited
Support contacts	1 email, web	3 email, web	3 email, web, phone
Technical alerts	✓	✓	✓
Hotfixes	general release-cycle	general release-cycle	✓

* All response times are within the Support Hours only.

** Critical Issues not available for Development Support

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. For a major release (eg. X.y.z) Support will be in effect for a period of at least eighteen (18)

months after a major release date and at least twelve (12) months after a minor release (x.Y.z) date. In addition, ArangoDB will support the last minor release of the previous major release for a period of at least twelve (12) months after the release date of the minor release. As part of Support Services, ArangoDB may provide updates to the Software.