

End User License Agreement for RavenDB Software (the “EULA”)

THIS EULA IS A BINDING LEGAL AGREEMENT. PLEASE CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT BEFORE INSTALLING THIS SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

The RavenDB software, and any files that are delivered to you by Hibernating Rhinos Ltd (via on-line transmission or otherwise) to “patch,” update, or otherwise modify the Software, as well as any printed materials and any online or electronic documentation (the “Manual”), and any and all copies and derivative works of such software program and materials (collectively the “Software”) are the copyrighted work of Hibernating Rhinos Ltd, or its suppliers and licensors (collectively referred to herein as “Licensor”). All use of the Software is governed by the terms of this EULA. The Software is distributed solely for use by authorized individuals or entities according to the terms of the License Agreement. Any use, reproduction or redistribution of the Software not expressly authorized by the terms of the EULA is expressly prohibited.

1. License

Subject to the terms and conditions of this Agreement, Licensor allows you to use the provided client library under the MIT open source license solely in order to communicate with the RavenDB application and allows you to use all other RavenDB server software publicly available on the RavenDB website under the terms of the AGPLv3 license, a copy of which is available at <https://www.gnu.org/licenses/agpl-3.0.en.html>.

Notwithstanding the above, upon your receipt of a product license key for the RavenDB software as a result of your subscription through the RavenDB website then, during the term that such product license key is effective, your use of the Software shall no longer be governed by the AGPLv3 but shall instead be governed by the terms of this EULA, and the specific rights and scope of the license received will be determined based upon which license you select to purchase from the Raven DB pricing page (the “Pricing Page”). All such licenses grant you the non-exclusive, non-transferable, nonsublicensable right to use the provided Software and modify non-compiled source files of the provided Software, all for your own internal commercial purposes, and subject to the terms and conditions of this Agreement and any other restrictions and obligations set forth herein and on the Pricing Page. For the sake of clarity it is hereby clarified that for as long as you have effective license key, you may switch or upgrade to a new released version for no additional charge, however if such new version comprises additional features that were not available to you under the current version, then you will be required to pay the applicable prices under the Buy Page in order to use such new features. Once your license key expires and you choose not to renew the subscription period, then you shall no longer be entitled to use RavenDB software under the terms of this EULA and must delete the software from your servers or otherwise use it under the terms of the AGPLv3 license, as mentioned above.

Notwithstanding anything to the contrary in the foregoing paragraph, you may host the Software on behalf of your end users solely in conjunction with your applications; provided that yours’ end users shall not, at any time, access the Software directly, without a written consent of the Licensor. For the avoidance of all doubt, if you use a developer license you may be required to manually renew your license every 6 months (or such other period determined by Licensor), and manually obtain the applicable certificates for the new period.

2. Ownership

A. All title, ownership rights and intellectual property rights in and to the Software and all copies thereof (including, but not limited to, any titles, computer code, artwork, any related documentation, executable code, shared libraries, proprietary computer protocols and “applets” incorporated into the Software) are owned or expressly licensed by Licensor. The Software is protected by the copyright laws of Israel, international copyright treaties and conventions, and other laws. The Software may contain certain licensed materials, and the licensors of those materials may enforce their rights in the event of any violation of this EULA.

B. Each license purchased for this Software allows you to use the Software for your own commercial purposes in accordance with the purchased number of hardware processing “cores” as indicated on the Pricing Page. The Software may not execute on any cores exceeding the number of permitted cores.

3. Responsibilities of End User

You shall not sublicense or distribute the Software licensed under this EULA and shall not provide any license keys to any third party. Subject to the grant of license in this EULA, you may NOT, in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code, modify, disassemble, decompile, or create derivative works based on the Software, or remove any proprietary notices or labels on the Software, with the exception of the non-compiled source files provided with the Software, including but not limited to template files and script files, which may be modified for your own use. Failure to comply with the restrictions and limitations contained in this Section 2 shall result in immediate, automatic termination of the EULA, including the license granted hereunder, and may subject you to civil and/or criminal liability.

You are responsible for all hosting and operation of the Software. Licensor may also provide you with a subdomain for use with the Software, but such Licensor-provided subdomains are not required for the use of the Software. You should use the subdomain only to host nodes or servers of RavenDB and not any other servers or services. You are solely responsible for the subdomain, all content that you may make available under the subdomain, and all security of the subdomain, and shall indemnify and hold Licensor harmless for any claims against Licensor or damages incurred by Licensor in respect of any of the foregoing. You may use the subdomain only in compliance with applicable law. You shall not host any subdomain that (a) infringes third party intellectual property rights, (b) violates applicable law, (c) promotes any criminal actions or (d) contains any hateful, racist, obscene or otherwise offensive content. Licensor may delete all such subdomains without notice if Licensor in its reasonable commercial judgment believes that the subdomain is being used in breach of this Agreement or applicable law. Licensor may in addition delete any subdomains that are unused for a period of more than six months. The Software and subdomains are not designed or certified for use for the operation of, weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, hazardous substances management, or for any other application in which the failure of the any product, service or system could create a situation where personal injury or death may occur. Licensor has no liability for any damages resulting from the use of the Software or subdomains in any of the foregoing.

4. Payments

You shall make payments as you have agreed on Pricing Page. All payments shall be made without withholding or deduction, except as required by law. If you are required by law to withhold or deduct any amount from amounts due hereunder, you shall make payment of such additional

amounts as are required to ensure that Licensor receives the full amount due hereunder as if no such withholding or deduction was made. Amounts set forth on the Buy Page do not include applicable taxes or government charges except as may be expressly set forth therein. Late payments shall bear interest at the lower of either 1.5% per month or the highest rate permitted under applicable law. All payments must be made according to instructions provided by Licensor from time to time. Licensor may modify the price, content, or nature of the offered subscription at any time. Licensor may provide notice of any such changes by email, notice to you upon log-in, or by publishing them on the Site. Licensor may change the fees and charges in effect or add new fees and charges from time to time to offered subscriptions.

5. Termination

This EULA shall be in effect commencing as of the date that you accept the terms and conditions hereof and, provided that you make all required payments, shall continue in effect until the expiration of the indicated term on the Pricing Page (the “Initial Term”). Upon conclusion of the Initial Term, this EULA shall renew automatically for subsequent periods of one year each (each a “Renewal Term” and together with the Initial Term, the “Term”).

You may terminate the EULA at any time by (i) removing the Software from your hard drive; and (ii) notifying Licensor of your intention to terminate this License Agreement. Licensor may, terminate this EULA immediately in the event that you fail to comply with the terms and conditions contained herein (including without limitation any required payment terms) and do not rectify such non-compliance within 30 days from being notified of such noncompliance. This EULA will terminate automatically if you fail to make payment of applicable amounts within 45 days of the due date, and renewal of this EULA will be subject to renegotiation of applicable pricing terms. Upon termination of the EULA for any reason, all licenses granted herein shall immediately terminate, provided that you may continue to use all Software under the terms of the MIT license (for client libraries) AGPLv3 (for server software) as set forth in the first paragraph of Section 1 of this EULA, and all use of the Software following expiration or termination of this Agreement will be deemed to be under the foregoing terms of the MIT license (for client libraries) AGPLv3 for server software). No refunds will be provided upon termination of this EULA for any reason.

6. Limitation of Liability

NEITHER LICENSOR NOR ITS PARENT, SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF GOODWILL, INACCRUATE DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, LICENSOR SHALL NOT BE LIABLE IN ANY WAY FOR THE LOSS OR DAMAGE TO PRODUCT DATA, LAYOUTS, TEMPLATES, ARTWORK, PRICING AND OTHER INFORMATION STORED BY THE SOFTWARE. LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING, BUT NOT LIMITED TO, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL LICENSOR BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. The above disclaimers of liability shall apply to the extent permissible under applicable law. Licensor has no liability or responsibility for any version of the Software that you have modified.

7. Equitable Remedies

You hereby agree that Licensor would be irreparably damaged if the terms of this EULA were not specifically enforced, and therefore you agree that Licensor shall be entitled, without bond, other

security, or proof of damages, to appropriate equitable remedies with respect to breaches of this EULA, in addition to such other remedies as Licensor may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this EULA, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

8. Support

Hibernating Rhinos Ltd provides support for customer who purchased the support options shown at: <https://ravendb.net/support>. Any support will be provided pursuant to the Support Policy which is incorporated by reference into this EULA and which may be amended from time to time.

9. Changes to the Agreement

Hibernating Rhinos Ltd reserves the right, at its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this EULA when Hibernating Rhinos Ltd upgrades the Software, effective upon prior notice as follows: Hibernating Rhinos Ltd will post notification of any such changes to this EULA on the HibernateRhinos.com website and will post the revised version of this EULA in this location, and may provide such other notice as Hibernating Rhinos Ltd may elect in its sole discretion, which may include by email, postal mail or pop-up screen. If any future changes to this EULA are unacceptable to you or cause you to no longer be in compliance with this EULA, you may terminate this EULA in accordance with Section 5 herein. Your installation and use of any updated or modifications to the Software following notice of changes to this EULA as described above will mean you accept any and all such changes. Hibernating Rhinos Ltd may change, modify, suspend, or discontinue any aspect of the Software at any time. Hibernating Rhinos Ltd may also impose limits on certain features or restrict your access to parts or all of the Software without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Software.

10. Miscellaneous

This EULA shall be deemed to have been made and executed in Israel without regard to conflicts of law provisions, and any dispute arising hereunder shall be resolved in accordance with the laws of the State of Israel in the competent courts of Tel Aviv, Israel. Notwithstanding the foregoing, Licensor may seek an injunction or other interim equitable relief in any court of competent jurisdiction. You agree that any claim asserted in any legal proceeding by one of the parties against the other shall be commenced and maintained in Israel, having subject matter jurisdiction with respect to the dispute between the parties. In the event that any provision of this EULA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible, and the remaining portions of this EULA shall remain in full force and effect. This EULA constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements. Licensor may assign its rights hereunder to any third party upon notice to you. You may not assign all of your rights and obligations hereunder to any third party without Licensor's prior written consent, except that such consent shall not be required for the assignment of all of your rights and obligations hereunder to a purchaser of all or substantially all of your assets or share capital, or which is otherwise a successor to your business, provided that a senior officer of the successor entity provides Licensor with notice of the assignment, appropriate billing information, and a written commitment to satisfy all obligations hereunder including all payment obligations. Assignments in violation of the foregoing shall be void.

RIGHT OF PUBLICITY. Licensee expressly and irrevocably grants and permits the Licensor with the right to use its business name, logo and trademarks for display and show by Licensor on HR's webpages or in any other medium. Licensee further agrees to allow Licensor to use its name, logo and URL on other advertisements, promotional materials and related collateral ("Marketing Uses"), including without limitation, for the purpose of demonstrating the usage of the Software by Licensee on its systems.

11. U.S. Government Restricted Rights

If the Software is acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as set forth in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as defined in this EULA.