



REDIS ENTERPRISE SOFTWARE SUBSCRIPTION AGREEMENT

Version: US - Sept 1, 2019

This Redis Enterprise Software Subscription Agreement (“Agreement”) is entered into by and between the customer (“Customer”) identified in the corresponding Commercial Subscription order for Redis Enterprise Software licenses (“Order”) as of the effective date of such Order, and the Redis Labs entity (“Redis Labs”) listed as follows: (i) Redis Labs, Inc., a Delaware corporation, if Customer is located in the Americas or Asia (including India); (ii) Redis Labs UK Ltd., a limited liability company incorporated in England, if Customer is located in Europe, the Middle East (other than Israel), or Africa; or (iii) Redis Labs Ltd., a company organized under the laws of Israel, if Customer is located in Israel. Redis Labs and Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.” For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following:

1. Definitions. Capitalized terms not otherwise defined elsewhere in this Agreement will have the following meaning:

Affiliate(s) means any company controlling, controlled by or under common control with a party, where control shall mean ownership, directly or indirectly, of the shares of a company representing fifty percent (50%) or more of the voting rights in this company.

Commercial Key means the commercial key provided by Redis Labs to activate Software under a Commercial Subscription, for the Subscription Period.

Commercial Subscription means a paid subscription to the Software pursuant to an Order Form and does not include Free Subscriptions. A Commercial Key, as defined above is necessary for Commercial Subscriptions.

Consulting Services has the meaning set forth in Appendix 3.

Customer Success Services has the meaning set forth in Appendix 2.

Database Instances or Database Shards mean any Redis process, including but not limited to, a master database process, a slave database process, or a database process that acts as a shard of a clustered database, that has been provisioned by the Customer with connection to the Software through the Software management user interface, the application program interface, or a command line interface.

Documentation means the technical or user documentation made available by Redis Labs with the Software, which may be modified from time to time.

Evaluation Software means Software provided by Redis Labs under a Free Subscription.

Free Subscription is a free subscription to the Software.

Order or Order Form means an order form substantially similar to the example attached hereto as Exhibit A.

Pre-Release Software means a beta or pre-release version of the Software.

Software means (a) the generally available Redis Enterprise software (previously known as Redis Pack, RP, Redis Labs Enterprise Cluster or RLEC), (b) Redis Enterprise Modules and add-ons (e.g. RediSearch, RedisGraph, RedisJSON, RedisBloom), and (c) Updates thereto, licensed by Customer in one or more Orders under this Agreement. The use of Redis Enterprise with any Redis Module, which is not a Redis Enterprise Module, is prohibited and is not part of this Agreement.

Subscription Period means the subscription period specified in an Order.

Support Services has the meaning set forth in Appendix 1.

Trial Key means a Software activation key provided by Redis Labs to activate Database Instances in a trial period.

Trial Subscription or Trial Period means the period of time specified by Redis Labs during which Customer is allowed to use of the Software for trial purposes.

Updates and Upgrades have the meaning set forth in Appendix 1.

2. License & Restrictions.

2.1 Subject to the terms and conditions of this Agreement and the applicable Order Form, Redis Labs grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as stated in Section 11.2 of the Agreement), revocable license during the term of the Subscription Period to use and reproduce the Software for which Customer has purchased a Commercial Subscription solely in connection with Customer's internal operations up to the number of Database Instances specified in an Order Form. Customer may use the Software in connection with an application available to its end users as long as Customer's end users cannot access the Software directly. Customer may allow an Affiliate to use the Software provided that Customer is responsible for its Affiliate's compliance with this Agreement. The Software may include code that is licensed under third party license agreements, including open source software made available or provided with the Software. Software is licensed and not sold even if for convenience Redis Labs makes reference to words such as sale or purchase.

2.2 Customer agrees that it shall not (and will not allow any third party to): (a) use Redis Enterprise with any Redis Module which is not a Redis Enterprise Module, (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (c) directly or indirectly circumvent or violate the technical restrictions of the Software, (d) sell, sublicense, rent, lease, distribute, market, or commercialize the Software for any purpose, including timesharing or

service bureau purposes, (e) remove or change any product identification, proprietary, copyright or other notices contained in the Software, (f) modify or create a derivative work of any portion of the Software, or (g) publicly disseminate performance information or analysis including, without limitation benchmarking test results related to the Software or the Commercial Subscription.

2.3 If Customer obtained from Redis Labs a Trial Key for use with a Trial Subscription, Customer is granted a limited, no-charge, nontransferable (except as stated in Section 11.2 of the Agreement), non-sub licensable, revocable, limited and nonexclusive license to use the Software in Customer's internal environment for development and evaluation purposes only, for up to the number of Database Instances provisioned by the Trial Key and during the Trial Period only. Customer shall not use a Trial Subscription for testing, QA, staging or in a production environment.

2.4 If Redis Labs makes available to Customer Evaluation Software, subject to the terms and conditions of this Agreement and any applicable Order Form, Redis Labs grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as stated in Section 11.2 of the Agreement), revocable license during the term of the Free Subscription to use and reproduce such Evaluation Software solely in connection with Customer's internal operations and for the purposes of development and evaluation of the Evaluation Software. Evaluation Software may not be used for testing, QA, staging, or in a production environment. Unless stated in writing by Redis Labs otherwise, the term of any Free Subscription is 30 days and is limited to four Database Instances.

2.5 If Redis Labs makes available to Customer Pre-Release Software, subject to the terms and conditions of this Agreement and any applicable Order Form, Redis Labs grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except as stated in Section 11.2 of the Agreement), revocable license to use and reproduce the Pre-Release Software solely in connection with Customer's internal operations for up to the number of Database Instances specified in an applicable Order Form or otherwise communicated to Customer in writing. The term of this license will be 30 days unless specified in an applicable Order Form or communicated to Customer in writing. Customer acknowledges that the Pre-Release Software (a) is not at the level of performance or compatibility of final, generally available products, (b) may not operate correctly, (c) may be modified at any time prior to being made generally available, (d) may not be made available for general release, and (e) may not be used in a production environment.

3. Support Services, Customer Success Services, & Consulting Services.

Appendix 1 to this Agreement sets forth the Support Services provided during the Subscription Period. As part of the Support Services, Customer may need to submit a Support package containing certain information related to Customer's use of the Software including by means of example, Software log files and Software configuration files ("Software-Related Data"). Redis Labs will use the Software-Related Data solely for the purposes of providing the Support Services and, in an aggregated and anonymized form, for improving the Software. If Customer unreasonably limits Redis Labs' access to Software-Related Data, Redis Labs will not be responsible for any resulting delays in providing the Support Services.

Appendix 2 to this Agreement sets forth the Customer Success Services if any, to be provided by Redis Labs under this Agreement as listed in the corresponding Order.

Appendix 3 to this Agreement sets forth the Consulting Services if any, to be provided by Redis Labs under this Agreement as more fully described in the corresponding SOW and/or Order.

4. Fees. Customer agrees to pay all fees set forth on all Order Forms or SOWs. Unless otherwise specified in an Order Form or SOW, all fees and other amounts are payable in United States Dollars. Except as specifically set forth in this Agreement, all payment obligations under all Orders or SOWs are non-cancelable and all payments made are non-refundable. The fees exclude any applicable taxes, accordingly Customer shall pay applicable taxes and similar charges, including sales, usage, excise and value added taxes. Nothing in this Agreement requires either Party to pay income taxes or similar charges of the other Party. If applicable law requires Customer to withhold any amount from Customer's payment, Customer will provide Redis Labs with copies of documents related to Customer's withholding upon Redis Labs' request. Overdue payments shall be subject to a late charge of 1.5% per month.

5. Confidentiality.

Either Party may disclose Confidential Information to the other Party during the Term of this Agreement. "**Confidential Information**" means all information disclosed by one Party ("**Discloser**") to the other Party ("**Recipient**") which is in tangible form and labeled "confidential" or the like, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The following information will be considered Confidential Information whether or not marked or identified as such: (a) the Software, (b) the terms of this Agreement, including all Orders Forms and pricing therein, and (c) Software-Related Data, and (d) any software keys provided to Customer by Redis Labs. Confidential Information will not include information that was: (i) already known to Recipient at the time of disclosure by the Discloser, (ii) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions, (iii) is, or through no fault of the Recipient has become, generally available to the public, or (iv) was independently developed by Recipient without use of the Discloser's Confidential Information.

The Recipient will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Discloser. The Recipient will only use the Confidential Information of the Discloser: (a) to exercise its rights and perform its obligations under this Agreement, or (b) as otherwise required by law.

Recipient may only disclose Discloser's Confidential Information to its own employees, consultants, affiliates and advisors who reasonably require it to carry out their functions in connection with this Agreement and who have agreed in writing to terms at least as protective of the Confidential Information as those set forth in this Agreement ("**Representatives**"). Recipient is wholly responsible for any acts or omissions of its Representatives that, if taken by Recipient, would constitute a breach of this Agreement.

Recipient may disclose Discloser's Confidential Information to the extent required by law or regulation provided that Recipient will: (a) give Discloser at least twenty (20) days' prior written notice (or such shorter period as is the maximum notice permitted under applicable law, unless prohibited by law) before making the disclosure, (b) provide reasonable assistance to the Discloser in any lawful efforts by the Discloser to resist or limit the disclosure of such Confidential Information, and (c) limit the scope of such disclosure to the minimum required by the law or regulation.

Regardless of any termination of this Agreement, Recipient must meet its obligations with respect to Confidential Information under this Agreement for five years after receipt of that Confidential Information (except for source code, which must be kept in confidence in perpetuity). Upon written

request of the Discloser or at the termination of this Agreement, Recipient will promptly return to Discloser or destroy (or in the case of electronic data, use commercially reasonable efforts to delete or render practicably inaccessible by Recipient) Confidential Information of Discloser. The Parties agree that the Recipient's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The Parties further agree that in the event of such disclosure or threatened disclosure, the Discloser may be entitled to seek an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available to the Discloser at law or in equity.

6. Intellectual Property. As between Redis Labs and Customer, all rights, title, and interest in and to all intellectual property rights in the Software are owned exclusively by Redis Labs notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, Redis Labs reserves all rights in the Software and does not grant Customer any rights, express or implied or by estoppel. Redis Labs encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to Redis Labs' products and services. To the extent Customer provides such feedback, Customer grants to Redis Labs a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.2 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the Software) without restriction.

7. Warranty and Disclaimer.

7.1 Redis Labs warrants that: (a) the Software as provided will perform substantially in accordance with the Documentation for a period of 90 days from delivery of the Software keys ("Software Warranty Period"), and (b) that the Support Services will be performed in a workperson-like manner consistent with industry standards. If Customer believes there has been a breach of this warranty, Customer must notify Redis Labs in writing promptly within the Software Warranty Period or following delivery of the Support Services as the case may be, stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then Redis Labs' sole obligation, and Customer's exclusive remedy, will be for Redis Labs to correct or replace the non-performing components of the Software, or re-perform at no additional charge, any affected Support Services to cause them to comply with this warranty. If Redis Labs is unable to comply with this warranty, Customer shall be entitled to terminate the applicable Order Form and receive a pro-rated refund of the fees pre-paid by Customer for the corresponding unused portion of the Subscription Period.

7.2 Each Party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms.

7.3 EXCEPT AS PROVIDED IN THIS SECTION 7 AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE SOFTWARE (INCLUDING EVALUATION SOFTWARE AND PRE-RELEASE SOFTWARE), SUPPORT SERVICES, AND CONSULTING SERVICES ARE PROVIDED TO CUSTOMER "AS-IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, SECURITY, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, NEITHER THE SOFTWARE (INCLUDING EVALUATION SOFTWARE AND PRE-RELEASE SOFTWARE) NOR THE SUPPORT

SERVICES ARE SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, CONTROL OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT LIFE SUPPORT SYSTEMS, OR OTHER MISSION CRITICAL SYSTEMS.

8. Limitation of Liability.

8.1 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL REDIS LABS' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE (INCLUDING EVALUATION SOFTWARE AND PRE-RELEASE SOFTWARE), SUPPORT SERVICES, OR CONSULTING SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL FEES PAID BY CUSTOMER TO REDIS LABS FOR COMMERCIAL SUBSCRIPTIONS IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE FIRST EVENT WHICH GIVES RISE TO LIABILITY UNDER THIS AGREEMENT.

8.2 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL REDIS LABS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL OR LOSS OR USE OF DATA) HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY, EVEN IF CUSTOMER HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S THIRD-PARTY LICENSORS OR SUPPLIERS SHALL HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

8.3 THE PROVISIONS OF THIS SECTION 8 REFLECT THE ALLOCATION OF RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND REDIS LABS. THE CORRESPONDING FEES FOR THE SUBSCRIPTIONS, SUPPORT AND SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

9. Indemnification.

9.1 **Indemnification by Redis Labs.** Redis Labs will defend Customer against any third-party claim that the Software provided under a Commercial Subscription infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret ("Claim Against Customer"), and will indemnify Customer for the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement. Redis Labs will have no liability to Customer under this Section for any Claim Against Customer that arises out of: (a) any unauthorized use, reproduction, or distribution of the Software provided under a Commercial Subscription by Customer, (b) use of the Software provided under a Commercial Subscription in combination with any other software, content, data, business process, or equipment not supported in Redis Labs' Documentation if such Claim Against Customer would have been avoided without such combination, (c) any modification or alteration of the Software provided under a Commercial Subscription by anyone other than Redis Labs, (d) use of any older release of the Software provided under a Commercial Subscription when a newer version would have avoided the infringement, (e) Redis Labs' compliance with any materials, designs, specifications or instructions provided by Customer, or (f) any infringement by components identified as third party open source software included within the Software. In the event of a Claim Against Customer pursuant to this Section, Redis Labs will (at Redis Labs' option and expense): (i) obtain for Customer the right to continue using the Software provided under a Commercial Subscription, (ii) modify the Software provided under a Commercial Subscription to make it non-infringing, or (iii) if subsections (i) and (ii) are not

commercially viable (as determined by Redis Labs in its sole discretion), terminate this Agreement, in which case Customer will be entitled to a pro-rated refund of any fees pre-paid by Customer for the corresponding unused period of the applicable Subscription Period.

9.2 Indemnification by Customer. Customer will defend Redis Labs against: (a) any third-party claim that Customer's use of the Software in breach of this Agreement, infringes a registered patent, registered trademark, or copyright, or misappropriates a trade secret (to the extent that such infringement or misappropriation is not the result of Redis Labs' actions), or (b) any claim relating to Customer's use of the Software in violation of Section 2 (License & Restrictions) of this Agreement. Customer will, with respect to any claim against Redis Labs that is subject to this Section, indemnify Redis Labs for the resulting costs and damages finally awarded against Redis Labs to such third party by a court of competent jurisdiction or agreed to in settlement.

9.3 Indemnification process. As a condition of receiving an indemnification under this Agreement, the Party seeking indemnification hereunder (the "Indemnified Party") will provide the other Party (the "Indemnifying Party") with: (a) prompt written notice of the claim, provided, however, that the failure to give such notice shall not relieve the Indemnifying Party's obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure, (b) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission if the settlement fails to unconditionally release the Indemnified Party from all liability pertaining to such claim, such permission not to be unreasonably withheld, delayed or conditioned), and (c) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

9.4 THIS SECTION 9 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

10. Term and Termination. This Agreement commences on the earlier of (a) the date that the Parties sign an Order Form, or (b) the Agreement Effective Date, and continues until all of Customer's Free Subscriptions and Commercial Subscriptions expire or either Party terminates this Agreement earlier in accordance with this Section ("Term"). Either Party may terminate this Agreement and any applicable Order Form or SOW if the other Party materially breaches this Agreement and does not cure such breach within 15 days of written notice. Termination of an Order Form or SOW will have no effect on the Agreement, which must be terminated in accordance with its terms. Upon termination of this Agreement, Customer will remove the Software from all servers on which Software was installed. Section 1, 2.2, 4-11, and any other provisions intended by their nature to survive termination of this Agreement shall survive termination. During the Term and one year following termination, Redis Labs may inspect Customer's records relating to its use of the Software for the purposes of verifying compliance with this Agreement.

11. General.

11.1 Applicable Law.

If Customer is located in the Americas or Asia (including India) this Agreement will be construed and enforced in all respects in accordance with the laws of the State of Delaware, U.S.A., without reference to its choice of law rules. Any dispute, controversy or claim arising under, out of or relating

to this Agreement, will be finally determined by arbitration conducted by JAMS (or, if unavailable, then such other similar group that can provide former judges as arbiters) in accordance with the Rules of Arbitration of the International Chamber of Commerce applicable to commercial disputes by a single arbiter who is (a) fluent in written and spoken English, and (b) skilled and experienced with cloud or technology services. The place of such arbitration will be in Santa Clara County, California. The judgment of the arbitrator will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the Parties, and may be entered in any court of competent jurisdiction.

If Customer is located in Europe, the Middle East (other than Israel), or Africa, this Agreement shall be construed and enforced in all respects in accordance with the laws of England, without reference to principles of conflict or choice of law. The Parties hereby consent to the exclusive jurisdiction of the English courts.

If Customer is located in Israel, this Agreement shall be governed by the laws of the State of Israel without reference to principles of conflict or choice of law. The courts located in the Central District of the State of Israel shall have exclusive jurisdiction over any dispute or matter in connection with this Agreement.

The Parties specifically disclaim applicability of the 1980 UN Convention on Contracts for the International Sale of Goods or any laws based on the Uniform Computer Information Transactions Act (UCITA).

The foregoing does not limit or restrict either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

11.2 Assignment. Customer will not, directly, indirectly, by operation of law or otherwise, assign all or any part of this Agreement or its rights hereunder or delegate performance of any of its duties hereunder without the prior written consent of Redis Labs and any attempt to do so will be null and void. Notwithstanding the foregoing, either party may assign this Agreement in its entirety to an Affiliate or to a successor in interest by way of a merger, reorganization or a sale of all or substantially all of the assets of the Party. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

11.3 Compliance with laws. Customer and Redis Labs will comply with all statutes and regulations applicable to this Agreement. Each Party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Software, Support Services, and Consulting Services are subject to the U.S. Export Administration Regulations (the "EAR") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Software and/or any related Redis Labs services, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria), (ii) Customer shall not use the Software and/or any related Redis Labs services in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems, and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Software and/or related Redis Labs services.

11.4 **Notices.** Unless otherwise specified in this Agreement, all notices will be in writing and will be mailed (via registered or certified mail, return receipt requested), delivered by a nationally recognized express courier service with the ability to track shipments, or personally delivered to the other Party at the address set forth above (or at such other address as either Party may designate in writing to the other Party). All notices will be effective upon receipt.

11.5 **Integration, Order of Precedence.** This Agreement, together with any Order Forms, Appendices, Exhibits, and SOWS which are referenced in this Agreement, constitutes the entire agreement between the Parties and supersedes any and all prior agreements or communications between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Parties hereto. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation or other document issued by Customer. Notwithstanding the foregoing, in the event of a conflict between terms of this Agreement and an Order Form(s) or SOW(s) accepted by Redis Labs, the terms of such Order Form(s) or SOW(s) shall prevail solely for purposes of such Order Form(s) or SOW(s).

11.6 **Nonwaiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

11.7 **Government Users.** If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Redis Labs Service constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government User as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

11.8 **Force majeure.** Except for the inability to meet financial obligations, neither Party will be liable for failures or delays in performance due to causes beyond its reasonable control, including, but not limited to, any act of God, fire, earthquake, flood, storm, natural disaster, accident, pandemic, labor unrest, civil disobedience, act of terrorism or act of government. The Parties agree to use their best efforts to minimize the effects of such failures or delays.

11.9 **Contractual relationship.** The Parties are entering into this Agreement as independent contracting parties. Neither Party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other Party. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

11.10 **Ambiguities.** Each Party has participated in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.11 **Third-party beneficiaries.** Nothing in this Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of this Agreement.

11.12 **Signatures.** This Agreement may be accepted or signed electronically and in counterparts, each of which is deemed to be an original and all of which taken together compromise a single document.

APPENDIX 1

Support Services

Redis Labs provides Support Services to Commercial Subscriptions of the Software under the terms of this Support Policy. “**Support Services**” means the services described in this Support Policy and does not include one-time services or other services not specified in this Support Policy, such as training or consulting.

1. **Supported Software.** Redis Labs provides Support Service only to Commercial Subscriptions of the Software (the “Supported Software”).

2. **Technical Contacts.** Support may be initiated and managed only by Customer's Technical Contacts. “Technical Contacts” are named individuals who are responsible for administration of the Supported Software within Customer's organization.

3. **Informational Support.** Redis Labs will provide reasonable product and technical support to address questions concerning use of the Supported Software. Technical Contacts may initiate Support Services by: (a) submitting a ticket through Redis Labs' 24-hour web ticketing system at <http://support.redislabs.com>, (b) sending an email to support@redislabs.com, and (c) calling Redis Labs' 24x7 support hotline. Support hotline is offered to Commercial Subscriptions only. Support is provided in the English language only.

4. **Software Upgrades.** As part of the Support Services and at no additional subscription fee, Redis Labs will provide Customer with all new versions of the Supported Software that it generally releases (at its sole discretion), including to the extent such are available, all updates of existing functionalities and bug fixes. All such new versions are provided subject to the terms of the Agreement. Support does not include any item that Redis Labs offers separately from the Supported Software or that Redis Labs makes available for an additional fee.

5. **Issue Resolution.** Redis Labs will make commercially reasonable efforts to resolve any Issues submitted by Customer's Technical Contacts. Such efforts may include helping with diagnosis, suggesting workarounds, providing patches, or making a change to the Supported Software in a new release. An “Issue” is a material and verifiable failure of the Supported Software to conform to its Documentation. Support Services will not be provided for (a) use of the Supported Software in a manner inconsistent with the applicable Documentation, (b) modifications to the Supported Software not provided by or approved in writing by Redis Labs, or (c) use of the Supported Software with products or software not provided or approved in writing by Redis Labs.

6. **Service Level.** When a Technical Contact submits an Issue, Redis Labs will reasonably assess its priority according to the severity levels defined below. Redis Labs will confirm with the Technical Contact the severity level and will resolve any disagreement regarding the priority as soon as is reasonably practical. Urgent and High severity levels are not available for non-production systems.

Premium Support. Subject to payment of the fees due for Premium Support for the applicable Subscription Period, Redis Labs will provide Premium Support for the Commercial Subscription for production deployments as follows:

- Hours of operation: 24x7
- Support channels: (i) online helpdesk and/or email, and (ii) phone for Urgent Severity Levels
- Number of Support tickets: unlimited

Severity Level response times. The following Support response times apply based on the corresponding Severity Level as defined below:

- Urgent: 1 hour
- High: 3 hours
- Normal/Low: 10 hours. Applies Monday to Friday, 9AM to 6PM, in the primary geographic zone specified by Customer.

“Urgent” is described as a catastrophic problem in Customer’s production database that results in the inability to access data or in loss of data.

“High” is described as a high-impact problem in Customer's production database that would disrupt essential operations, without impact on data availability and with no data loss.

“Normal” is described as a lower impact problem in Customer’s production or non-production database that involves a partial or limited loss of non-critical functionality, or some other problem involving no loss in functionality and does not prevent your continued essential operations. Normal problems also include all problems on non-production databases, such as test and development databases.

“Low” is described as a general usage question. It also includes enhancement or modification requests. There is no impact on the quality, performance, or functionality of the database in a production or non-production system.

Customer's Responsibilities. In addition to submitting a Support package as specified in Section 3.1 of the Agreement, Customer shall provide Redis Labs with timely access to Customer's Technical Contacts as reasonably required for allowing Redis Labs to resolve reported Issues. Customer is responsible for the adequate duplication and documentation of all of Customer's files and data for back-up purposes, for all of the contents of the Support package.

7. **How to Escalate a Support Issue.** If Customer encounters a critical technical issue on its production system or Customer is not satisfied with the response or resolution provided by Redis Labs' Support Services, Customer may use one of the following escalation paths to have its concerns addressed:

a) For support issues where the business impact has changed or was not correctly stated initially, Customer should request to have the Severity of the ticket raised according to the above service level definitions.

b) For an existing issue that has become critical in nature, such in the case where a Customer production system is down, inaccessible, or Customer is dissatisfied with the Redis Labs response or resolution, Customer should follow the procedure below:

i. Verify that the support ticket is up-to-date and all requested information and files have been provided, including a request for escalation.

- ii. Call Redis Labs' support phone number and ask to speak with a support engineer. The phone number can be found in the Order Form or can be obtained from the Customer's sales account manager. Customer will be asked for the company name, Technical Contact's details, ticket number and reason for the escalation. If a support engineer is not available an operator will take the information and generate an urgent support request.
- iii. Once an escalation request has been received, Redis Labs' Support Manager will contact Customer's Technical Contact to acknowledge the escalation process and determine the mode of communication and frequency of updates. The Support Manager will work to ensure that the appropriate resources are available to identify a solution or a workaround.

8. **End of Life Policy.** Our Support Services cover each Major Release for 18 months after its general release. During the 18 months after a Major release has been made available, Redis Labs will offer Minor Releases of that Major Release. During such period, Redis Labs will also offer updates of existing functionality and bug fixes for the *latest* Minor Release (but not prior Minor Releases or the Major Release if Minor Releases have been issued since the Major Release). Eighteen months after the release of the Major Release, such Major Release and all of its Minor Releases will have reached its End of Life ("EOL"). After a Major Release has reached its EOL, Redis Labs will not support, in any way, such Major Release or any Minor Releases of such Major Release. Support only covers use of the Supported Software on the platform or operating system versions that are specified by Redis Labs. Support does not cover use of the Supported Software on platforms or operating systems that are no longer supported by Redis Labs.

"Major Release" means a version of the Supported Software made generally available by Redis Labs with substantial improvements and bug fixes, represented by a change in the number to the left or right of the first decimal point (such as a version change from 1.1.0 to 2.1.0 or from 1.1.0 to 1.2.0).

"Minor Release" means a version change represented by a change in the number to the right of the last decimal point.

9. **Amendments.** Except as expressly provided herein, no modification of this Support Policy will be effective unless contained in writing and signed by an authorized representative of each Party. From time to time, Redis Labs may amend this Support Policy in its sole discretion. Redis Labs will post the amended terms on the Redis Labs website. Redis Labs will also update the version date at the top of the Agreement. By continuing to access or use Redis Labs' Support Services after Redis Labs has provided Customer with such notice of a change, Customer is indicating that it agrees to be bound by the modified Support Policy. If the changes have a material adverse impact on Customer and are not acceptable to it, then Customer must notify Redis Labs within 30 days of the applicable version date. If Redis Labs cannot accommodate Customer's objection, then the prior Support Policy shall govern until the expiration of the then-current Subscription period. Any renewed Subscription will be governed by the then-current Support Policy. No term or condition contained in Customer's Order Form or similar document will apply unless specifically agreed to by Redis Labs in writing, even if Redis Labs has accepted the order set forth in such Order Form, and all such terms or conditions are otherwise hereby expressly rejected by Redis Labs.

APPENDIX 2

Customer Success Services

1. Customer Success Service Level and Fees.

Subject to payment of the applicable fees, Redis Labs will provide during the Subscription Period, one of the Customer Success Service Levels outlined below, as specified in the corresponding Order. The Definitions and License provision of Appendix 3 are hereby incorporated by reference with the understanding that references to “Consulting Services” will be references to “Customer Success Services” for the purposes of this Appendix 2.

Redis Labs Materials	Gold	Platinum
Project (use cases, solutions, dependencies, timeline) planning and documentation	✓	✓
Dedicated Technical Account Manager (TAM)	✓	✓
Cloud - technical lead for initial deployment and subsequent add-ons	✓	✓
Cloud - DevOps support for applying deployment changes	✓	✓
Notifications about required fixes and upgrades	✓	✓
Training on support policy and procedure	✓	✓
Access to self-help troubleshooting documentation	✓	✓
Regular cadence of "best practices" emails	✓	✓
Software - tracking and documenting your software versions	✓	✓
Cloud training - account/ subscription/ databases configuration & management	✓	✓
Software training - cluster/ A-A/ database configuration & management	✓	✓
Expert deployment sizing - cluster, A-A, Redis-on-Flash, Search, Graph	✓	✓
Review updates on new feature and version releases	✓	✓
Cloud - on-going planning and optimization discussions	✓	✓
Cloud - consultation on minimizing infrastructure costs	✓	✓
Software - upgrade planning and assistance	✓	✓
Enterprise TAM (supports 3 accounts max)		✓
Up to 15 hours/week consultation time with TAM		✓
Weekly conference calls and status reports		✓
Quarterly status reports and performance reviews		✓
Single point of contact for coordinating support issues		✓
Consultation & assistance with developing a migration plan to Redis Enterprise		✓
Production stage audits to check cluster health		✓
Throughput and latency checks to verify performance		✓

requirements		
Load testing design and review		✓
Consultation in under or over-provisioned scenarios		✓
Proactive review of optimal support package to fit your needs		✓
Standard Price	\$50,000/yr	\$150,000/yr

APPENDIX 3

Consulting Services

(Applicable if Customer is buying Consulting Services).

1. General Terms. Customer may wish to receive certain services of a professional, educational, operational or technical nature (collectively, “**Consulting Services**”), as further described in a mutually agreed upon Statement of Work (“**SOW**”) or as otherwise outlined in the applicable Order Form. Each SOW will include, at a minimum: (a) a description of the Consulting Services and any Redis Labs Materials (as defined below) to be provided to Customer, and (b) the scope of the Consulting Services.

2. Definitions.

Customer Property means Customer Confidential Information and Customer logos and trademarks that may be included in the Redis Labs Materials.

Redis Labs Materials means documentation, templates, training materials, recordings and other items Redis Labs may provide to Customer as part of the Consulting Services. All references to “Software” in the Agreement other than Section 2.1 and Appendix 1 will include “Redis Labs Materials.”

Redis Labs Tools means proprietary tools, libraries, know-how, techniques and expertise used by Redis Labs to develop the Redis Labs Materials. All references to “Software” in the Agreement other than Section 2.1 and Appendix 1 will include “Redis Labs Tools.”

3. Licenses.

3.1 During the Term of the Agreement, Redis Labs shall have the right to use Customer Property solely for the purpose of providing the Consulting Services to Customer as set forth in a SOW. The Parties agree that performance of Consulting Services is contingent on Customer promptly providing the relevant Customer Property. Customer agrees that failure to timely provide the above may result in schedule or financial impacts. In case of material impacts, Customer and Redis Labs will negotiate and execute a change order to the SOW or, failing to reach an agreement, Redis Labs may terminate the SOW without any liability for doing so. Termination will not relieve Customer of payment obligations for fees or expenses incurred prior to termination.

3.2 During the Term of the Agreement and subject to the terms and conditions of the Agreement, Redis Labs hereby provides Customer with a limited, non-exclusive, non-sublicensable, non-transferable (except as stated in Section 11.2 of the Agreement), revocable license to use Redis Labs Materials and Redis Labs Tools solely for Customer’s internal operations in connection with its authorized use of the Software.

4. Consulting Services Warranty. In regard to Consulting Services only, Redis Labs warrants that: (a) it and each of the personnel it uses to provide and perform Consulting Services hereunder has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services, and (b) the Consulting Services will be performed for and delivered to Customer in a professional and workpersonlike manner. If through no fault or delay of Customer the Consulting Services do not conform to the foregoing warranty, and Customer notifies Redis Labs within seven (7) days of Redis Labs’ delivery of the Consulting Services, Redis Labs will re-perform the non-conforming portions of the Consulting Services at no cost to Customer. THIS SECTION 4 SETS FORTH CUSTOMER’S EXCLUSIVE RIGHTS AND REMEDIES (AND REDIS LABS’ SOLE LIABILITY) IN CONNECTION WITH THIS

WARRANTY.

5. **Invoices.** Unless otherwise stated in a SOW, invoices will be submitted by Redis Labs to Customer each month for Consulting Services during the preceding month.
6. **Conflicts.** In the event of any conflict between the terms of this Agreement and a SOW, the terms of this Agreement will govern unless the intent to amend this Agreement is expressly stated in the SOW.

**EXHIBIT A
Customer Sales Order (SAMPLE)**

**Redis Labs, Inc.
Redis Enterprise Order Agreement ("Order")**



Customer Name:	
Main Contact Name:	
Main Contact Cell Phone:	
Main Contact Email:	

Account Manager:	
Cell Phone:	
Office Address:	
Email:	

Billing Contact Name:	
Email for invoice receipt:	
Address:	
Phone:	
Customer PO# (if needed)	

Quote #:	
Valid Through:	
Quote Type:	
Sales Type:	
Payment Terms (from PO signature)	

Name	SKU	Start Date	End Date	List Price \$US (per year)	Discount %	Extended Price \$US
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00

Products Discount Subtotal: \$0.00
Products Subtotal: \$0.00

Additional comments and DB information:

These prices are subject to Customer signature on or before prices are offered for closing. Customer may use Software under a single Commercial Subscription only in connection with a single cluster of nodes running the Software.

By signing this Order Form, the Customer representative confirms having the authority to enter into this Order on behalf of Customer. This Order Form is subject to the terms and conditions specified in the applicable signed agreement between Redis Labs and Customer, or, if none, to the terms posted at <https://rdbtools.com/eula/>. The terms and conditions of this Order shall prevail over any additional or conflicting terms included on any purchase order issued to Redis Labs by Customer. Upon receipt of this Order Form signed by Customer, Redis Labs will provide Customer with the applicable licenses and/or assign needed resources. In consideration of the terms above, Customer agrees to participate in the Redis Labs Customer Reference Program. All prices exclude local taxes. Any conflicting or additional terms and conditions on any purchase order issued by Customer shall be deemed void. By signing or accepting this Order Form, Customer agrees that the subscription characteristics as detailed herein fully meet Customer's requirements.

ACCEPTED BY CUSTOMER:

By _____
Authorized Signature

Name Printed _____

Title _____

Date _____