

Exhibit D: Continuent MySQL DBA Services Terms and Conditions

UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT WITH CONTINUENT OR ITS SUPPLIERS WHICH TERMS APPLY TO THE SERVICE PURCHASED, THE FOLLOWING TERMS WILL APPLY AND GOVERN ALL MYSQL DBA SERVICES.

1. Definitions.

“MySQL” includes MySQL Community, MySQL Enterprise, MariaDB and Percona Server. By default, “MySQL” does not include AWS RDS, Azure SQL or Google Cloud SQL

2. Services.

Continuent shall provide Customer with MySQL DBA Services in accordance to the terms and conditions set forth in in this Exhibit D.

The following activities will be considered “in-scope” and will be covered by the MySQL DBA Services Plan:

- Continuent software: administration of Customer’s servers, including Continuent services and database services
- Operating system activities: The installation, deletion, or configuration of any software package supplied by the base operating system.
- Normal MySQL maintenance activity to include, but not limited to external system data backup and restoration, remote replication, memory allocation, and indexing
- Best practice recommendations, including database, networking, instance size and configuration and security
- Remote Continuent software installation, including product upgrades
- MySQL configuration recommendations

- Tuning and performance - provide assistance resolving performance problems caused by server configuration, poorly performing queries, table definitions, indexing strategies, storage engines, and more, suggesting changes and identifying alternative implementations suited to a particular environment.
- Database recovery assistance
- Replication setup, configuration and repair
- Schema changes and migrations
- Query optimization and tuning assistance
- Database Upgrades
- Continuent Software and MySQL training
- Performance audits as requested
- Architecture review as requested
- Other database administration–related tasks as agreed

The following activities will be considered “out of scope” and are not eligible under the Remote DBA Services Plan. Continuent will provide services to cover these activities under separate Consulting agreements:

- Real-time monitoring and response
- Customer applications: The installation, configuration, deletion, analysis, or modification of customer applications. Continuent can provide guidance at the database level, customer can then review their apps with these findings.
- On-site support and consulting

- Third party software: The installation, deletion, or configuration of any software package supplied by a third party to include database software such as Oracle, PHP, or Apache
- Design, performance, application and manageability audits
- Security-related activities, i.e. audits and key management (can offer general guidance and best effort)

3. Subscription.

Customer agrees a fixed allocation of hours and corresponding fixed monthly fee. As an example, 50 hours @ \$7,500/month (\$150 per hour for additional hours), or 20 hours @ \$4,000/month (\$200 per hour for additional hours), or 10 hours @ \$2,500/month (\$250 per hour for additional hours),

The agreed hours must be used within the allocated month - there is no rollover. Any additional hours needed beyond agreed allocation will be billed at the agreed rate.

MySQL DBA Services are only available during business hours (9AM to 5PM). The time zone is USA Eastern Time (EST), unless otherwise agreed upon in advance.

Services, such as documentation, which can be performed independently will be handled by Continuent staff during times other than business hours.

Services should be scheduled ahead of the time when possible, otherwise there is a one (1) business day response time for services requests.

4. Expenses.

In addition to fees, Customer shall reimburse Continuent for all reasonable expenses it incurs in performing MySQL DBA Services, based on actual invoices and receipts.

5. Term and Effective Date.

The term of this Exhibit D (the "Services Term") is specified in the Agreement.

6. Walk-away Clause.

Customer has a right to terminate this MySQL DBA Consulting agreement with 30 days' notice at any point with no questions asked. In this unlikely event, Customer needs to notify Continuent of their decision in writing, at which point Continuent will invoice for services through the end of the 30-day termination date.