

**PLANETSCALE, INC.**

**PLANETSCALE MANAGED AGREEMENT**

This Enterprise Agreement ("*Agreement*") is entered as of the date last executed below (the "*Effective Date*") by and between PlanetScale, Inc. ("*PlanetScale*"), a Delaware corporation with its principal offices located at 535 Mission St., San Francisco, California, United States, and [Insert- Customer' legal name] ("*Customer*"), a [Insert Customer's place of incorporation] corporation with its principal offices located at [Insert Customer's business address].

**1. Definitions.**

- 1.1. "*Accounts*" means Customer Account and End User Accounts.
- 1.2. "*Affiliate*" 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.
- 1.3. "*AUP*" means the then-current acceptable use policy described at [www.planetscale.com/legal/aup](http://www.planetscale.com/legal/aup).
- 1.4. "*Beta Features*" means any products, features, functionality, offerings or services, which PlanetScale may make available to Customer, that are identified as beta, trial, non-production or another similar designation.
- 1.5. "*Control Plane*" means PlanetScale's centralized infrastructure for the management, deployment and/or monitoring of Customer's applicable database(s).
- 1.6. "*Customer Account*" means Customer's PlanetScale account.
- 1.7. "*Customer Content*" means any software, text, audio, video, images or other data that is related to the Customer's database(s) and/or provided to PlanetScale by Customer or End Users through the Managed Product under the Account.
- 1.8. "*DPA*" means PlanetScale's data protection addendum (incorporated into the Agreement by this reference).

- 1.9. “*Documentation*” means the PlanetScale documentation provided to the Customer, and which may be modified from time to time.
- 1.10. “*End User*” means the individuals who are permitted by Customer to access or otherwise use the Managed Product. For Clarity, End Users may include employees, consultants, contractors or agents of Customer, and other third parties authorized by Customer. The term “End User” does not include individuals or entities when they are accessing or using the Managed Product under their own personal PlanetScale account.
- 1.11. “*End User Account*” means End User’s PlanetScale account.
- 1.12. “*Fees*” means the applicable fees for the Managed Product and/or Support plus any applicable taxes. The Fees for the Managed Product and Support are described in the applicable Order Form (incorporated into the Agreement by this reference).
- 1.13. “*Intellectual Property Rights*” means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.
- 1.14. “*Managed Product*” means PlanetScale’s proprietary offering, including the Control Plane, the Software, relational database software, database management, and other software and systems related to the products set forth in the Order Form.
- 1.15. “*Open Source Software*” means third party software that PlanetScale distributes with the Software or utilizes in connection with the Managed Product pursuant to (i) an open source license, including (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, any other license approved as an open source license by the Open Source Initiative, and any derivative of the foregoing licenses; or (ii) any other license that requires, as a condition of use, modification, distribution and/or otherwise making available of such software, that the software or other software combined and/or distributed with it be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

- 1.16. “*Order Form*” means an ordering document specifying the Managed Product offering to be provided hereunder that is entered into between Customer and PlanetScale or any of their Affiliates, including any addenda and supplements thereto.
- 1.17. “*PlanetScale API*” means any application programming interface provided by PlanetScale as part of the Managed Product.
- 1.18. “*Professional Services*” means the installation, configuration, training and other services that PlanetScale may provide to Customer pursuant to a SOW or Order Form.
- 1.19. “*Software*” means PlanetScale’s or its licensors’ software (in object code format), including updates or upgrades made available as part of Support, provided to Customer by PlanetScale. The term “*Software*” shall exclude Open Source Software.
- 1.20. “*Support*” means the technical support and maintenance service for the Managed Product that PlanetScale may make generally available to Customer.
- 1.21. “*SLA*” means the service level agreement provided to the Customer located at <https://planetscale.com/legal/planetscale-service-level-agreement>
- 1.22. “*Trademark Guidelines*” means PlanetScale’s guidelines for third party use of the PlanetScale brand.

## 2. **Product Use, Restrictions and Customer Obligations.**

### 2.1. Product Use.

- 2.1.1. Conditioned on Customer’s compliance with the terms and conditions of this Agreement, PlanetScale grants Customer and End User a nonexclusive, nontransferable, nonsublicensable, revocable right to use and access the Managed Product in accordance with the Documentation and only for Customer’s internal business purposes, for the Term.
- 2.1.2. Software License. PlanetScale hereby grants to Customer a world-wide, non-exclusive, fully paid-up license to download, install, use, reproduce and operate the Software and any upgrades thereto that PlanetScale makes generally available to its customers and Documentation. Unless otherwise specified in the applicable Order Form, such license shall be unlimited in number and location of End Users
- 2.1.3. Customer hereby grants PlanetScale, its Affiliates and any applicable third party authorized by the PlanetScale all necessary rights to access, use, process, store, host, display and transmit Customer Content solely as necessary for PlanetScale to provide the Managed Product in accordance

with this Documentation and this Agreement.

- 2.2. Restrictions. Customer will not, and will not allow End Users to, (i) copy, modify, or create a derivative work of the Managed Product; (ii) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of, the Managed Product; (iii) sell, resell, sublicense, transfer, or distribute any or all of the Managed Product; (iv) access or use the Managed Product (a) not in accordance to the Documentation; (b) in violation of the AUP; (c) in a manner intended to avoid Fees; (d) to engage in cryptocurrency mining without PlanetScale's prior written approval; (e) to operate or enable any telecommunications service; (f) in a manner that breaches, or causes the breach of export control Laws; (g) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA; (h) to transmit, store or process payment information subject to the payment card industry data security standards; (i) to transmit, store or process 'special categories of personal data' (as defined in the General Data Protection Regulation 2016/679); or (i) to transmit, store or process any infringing or otherwise unlawful or tortious material or any information for which it does not have the necessary consents or rights to transmit, store, or process (as applicable) in connection with the Managed Product; (v) remove any product identification, proprietary, copyright or other notices contained in the Managed Product; or (vi) use the Managed Product other than as expressly authorized in this Agreement. PlanetScale shall have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of Customer's and/or End User's facilities, computers and records to confirm Customer's and/or End user's use of Managed Product is in compliance with this Agreement and AUP. Customer and End Users shall provide reasonable cooperation with any such audit.
- 2.3. Customer Obligations. Customer will (i) have a Customer Account to use the Managed Product, and will ensure its End Users have End User Account, and use the proper applicable business email address to create such End User Account; (ii) be responsible for the information it provides to create the Customer Account and ensure the security of its passwords for the Accounts; (iii) be responsible for all activities that occur under the Accounts, regardless of whether the use is authorized by Customer or undertaken by Customer or End Users; (iv) use commercially reasonable efforts to prevent and terminate any unauthorized use of, or access to the Managed Product and Accounts; (v) promptly notify PlanetScale of any unauthorized use of, or access to the Managed Product, Accounts, or Customer's and/or End User's password of which Customer becomes aware. PlanetScale and its Affiliates are not responsible for unauthorized access to the Accounts; (vi) be responsible for properly configuring and using the Managed Product and otherwise taking appropriate action to secure, protect and backup Customer Content in a manner that will provide appropriate security and

protection; (vii) be solely responsible for acquiring and maintaining all of the equipment, software, services and items necessary to access and make use of the Managed Product, including without limitation paying all fees, charges, taxes, and other costs related to internet access and for configuration changes that may be required to route activity to the Managed Product; and (viii) ensure that Customer Content will not violate this Agreement or any applicable law. Customer must ensure that all End Users comply with the obligations under this Agreement. Customer must promptly notify PlanetScale if it becomes aware of any violation of its obligations under this Agreement caused by an End User.

- 2.4. Changes. PlanetScale may change or discontinue any portion of the Managed Product from time to time. PlanetScale will provide Customer at least six (6) months' prior notice if PlanetScale discontinues material functionality of the Managed Product, except that this notice will not be required if the six (6) months' period (i) will pose a security risk or intellectual property concern to PlanetScale or the Managed Product, (ii) is economically or technically burdensome, or (iii) will cause PlanetScale to violate legal requirements.

### 3. **Support and Professional Services.**

- 3.1. Support. Conditioned on Customer's compliance with the Fees and payment terms under this Agreement, PlanetScale will provide Support to Customer during the Term in accordance with the SLA.
- 3.2. Professional Services. Professional Services shall be provided upon mutual execution of a Statement of Work ("SOW"), or an Order Form for a standard packaged offering, which shall be governed by PlanetScale's then current professional services agreement.

### 4. **Fees and Payment Terms, and Taxes.**

- 4.1. Fees. Customer will pay all Fees. Except as otherwise specified herein or in an Order Form, (i) the applicable Fees should be listed in the applicable Order Form, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the relevant Order Form term, and (iv) PlanetScale's measurement of Customer's use of the Managed Product is final.

4.2. Payment Terms. Customer will provide PlanetScale with valid and updated credit card information, or alternative payment method reasonably acceptable to PlanetScale. If Customer provides credit card information to PlanetScale, Customer authorizes PlanetScale to charge such credit card for the Fees as specified in the Order Form for the initial order form term and any renewal term(s) as set forth in the Order Form. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, PlanetScale will invoice Customer in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net thirty (30) days from the invoice date. If any invoiced amount is not received by PlanetScale by the due date, then without limiting PlanetScale's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or

4.3. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases under any applicable Order Form. If PlanetScale has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, PlanetScale will invoice Customer and Customer will pay that amount unless Customer provides with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Beta** **Features.**  
From time to time, PlanetScale may make available Beta Features to Customer for evaluation purposes. PlanetScale does not make any commitment to provide Beta Features in any future versions of the Managed Product. PlanetScale may immediately and without notice remove or modify any Beta Features for any reason without liability to Customer. All Beta Features are provided "AS IS" without warranty of any kind.

6. **Data Privacy and Security.**

6.1. Data Privacy. PlanetScale will not access or use Personal Data (as defined in the DPA) except as (i) necessary to maintain or provide the Managed Product, (ii) necessary to comply with the law; or (ii) as otherwise instructed by Customer. PlanetScale will use Personal Data in accordance with the DPA posted as of the

Effective Date (incorporated into the Agreement by this reference), and the PlanetScale Privacy Policy located at <https://planetscale.com/legal/privacy>.

- 6.2. Security. Without limiting Customer obligation under Section 2.3, PlanetScale will maintain administrative, physical, and technical safeguards to protect Customer Content, as described in the Documentation and the DPA.

## 7. **Intellectual Property Rights and Feedback.**

- 7.1. Intellectual Property Rights. This Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property, unless expressly stated otherwise in this Agreement. As between the parties, Customer owns all Intellectual Property Rights in Customer Content, and PlanetScale owns all Intellectual Property Rights in the Managed Product, Support, Documentation and related works, including but not limited to any modifications and derivative works of the foregoing (collectively, "*PlanetScale IP*").

- 7.2. Feedback. In the event that Customer provides PlanetScale with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback related to PlanetScale IP (collectively, "*Feedback*"), Customer grants PlanetScale and its Affiliates a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, modify, and distribute such Feedback in any manner without restriction, compensation to Customer, attribution of any kind, or any other obligation to Customer.

## 8. **Confidentiality and Publicity.**

- 8.1. Definitions. For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" means all information that is disclosed related to this Agreement and is marked or identified as confidential or proprietary at the time of disclosure or that would be reasonably understood to be confidential based on the nature and circumstances surrounding disclosure. Confidential Information excludes information that is: (i) known to Recipient without restriction before receipt from Discloser; (ii) publicly available through no fault of Recipient; (iii) rightfully received by Recipient from a third party without a duty of confidentiality; or (iv) independently developed by Recipient without use of or reference to Discloser's Confidential Information.

8.2. Obligations. If Confidential Information is required to be produced by law, court order, or governmental authority, Recipient must (subject to legal prohibition) immediately notify Discloser and only disclose the information required. Recipient will use Discloser's Confidential Information only for the purposes provided and as directed by Discloser. Confidential Information may not be disclosed to any third party other than Recipient's employees and contractors that need to know such information and that are subject to obligations of confidentiality to Recipient no less restrictive than the terms set forth herein. At Discloser's request, all written, recorded, graphical, or other tangible Confidential Information, including copies, must be returned to Discloser or destroyed by Recipient. At the request of Discloser, Recipient will certify in writing that any Confidential Information not returned to Discloser has been destroyed.

8.3. Publicity. Customer may state publicly that it is a PlanetScale customer and display PlanetScale brand in accordance with the Trademark Guidelines. PlanetScale will be permitted to reference its relationship with Customer on its marketing material, website, during discussions with analysts and reporters and in customer briefings and regulatory filings. PlanetScale will comply with Customer's publicly available trademark guidelines.

## 9. **Suspension.**

PlanetScale may suspend Customer or End User's right to access or use any portion or all of the Managed Product immediately upon notice to Customer if PlanetScale, at its sole discretion, determines that: (i) Customer and/or any End User use of the Managed Product poses a security risk to the Managed Product, or any third party; (ii) Customer and/or any End User use of the Managed Product may subject PlanetScale or its Affiliates to any third party liability; (iii) Customer or any End User use of the managed Product violates the AUP; (iv) there is suspected unauthorized third-party access to the Managed Product; or (v) Customer is in breach of Section 2.2. If PlanetScale suspends Customer right to access or use any portion or all of the Managed Product, Customer will remain responsible for all Fees incurred during the period of suspension. PlanetScale may, at its sole discretion, lift any suspension when the conditions giving rise to the suspension have been resolved.

## 10. **Term and Termination.**

10.1. Term. The term of this Agreement (the "*Term*") will begin on the Effective Date and continue until the Agreement is terminated as stated in this Section 10.

- 10.2. Order Form Term. The term and renewal of each Order Form shall be as specified in the applicable Order Form.
- 10.3. Termination for Cause. To the extent permitted by applicable law, either party may terminate this Agreement immediately on written notice if (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice of the breach; or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.
- 10.4. Effect of Termination. If the Agreement is terminated, then (i) all rights and access to the Managed Product will terminate (including access to Customer Content, if applicable), unless otherwise described in this Agreement, and (ii) all Fees owed by Customer to PlanetScale will immediately due upon Customer's receipt of the final bill. Customer may export Customer Content in accordance with the Documentation, and PlanetScale is not obligated to retain Customer Content following termination of this Agreement.
- 10.5. Survival. Sections 4 and 7, 8, 10.6, 10.7, 11, 12, 13, 14, and 15 and the DPA (to the extent the obligations set forth herein survive termination of this Agreement) will survive the expiration or termination of this Agreement.

## 11. **Representations and Warranties.**

- 11.1. Mutual Representations and Warranties. Each party represents and warrants that (i) it has full power and authority to enter into the Agreement, and (ii) it will comply with all laws applicable to its provision, receipt, or use of the Managed Product, as applicable.
- 11.2. PlanetScale Warranties. PlanetScale warrants that during the Term, unless otherwise provided in this Agreement, (i) The Managed Product will perform materially in accordance with the applicable Documentation and in compliance with the applicable SLA; and (ii) PlanetScale will not materially decrease the overall functionality and security of the Managed Product. In the event of a breach of the foregoing warranties, as Customer's sole and exclusive remedies are (i) PlanetScale shall, at its sole expense and discretion, correct the Managed Product so that it perform substantially in accordance with the Documentation, or (ii) termination of the Agreement in accordance with Section 10.

12. **Disclaimer.**

THE MANAGED PRODUCT AND SUPPORT ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, PLANETSCALE AND ITS AFFILIATES, PARTNERS AND SUPPLIERS (I) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE MANAGED PRODUCT, SUPPORT OR ANY THIRD-PARTY CONTENT, AND (I) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE MANAGED PRODUCT, SUPPORT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

13. **Limitation Of Liability.**

13.1. Limitation on Indirect Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PLANETSCALE OR ITS AFFILIATES BE LIABLE UNDER THIS AGREEMENT FOR ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, OR LOST REVENUES, PROFITS, SAVINGS OR GOODWILL OF ANY KIND AND HOWEVER CAUSED EVEN IF PLANETSCALE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

13.2. Liability Cap. PLANETSCALE AND ITS AFFILIATES’ AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO PLANETSCALE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE TIME THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, PLANETSCALE’S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO MANAGED PRODUCT PROVIDED BETA FEATURES IS LIMITED TO FIVE THOUSAND US DOLLARS (\$5000).

- 13.3. Unlimited Liabilities. NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

14. **Indemnification.**

14.1. PlanetScale Indemnification Obligations.

- 14.1.1. PlanetScale will defend Customer against any third party claim brought against Customer to the extent arising from an allegation that the Managed Product, as made available under this Agreement, infringes a third party's patent or copyright valid and enforceable in the United States ("*Infringement Claim*") and indemnify Customer from the resulting costs and damages finally awarded by a court of competent jurisdiction against Customer to the third party making such Infringement Claim, provided that Customer provides PlanetScale: (i) prompt written notice of the Infringement Claim to notices@planetscale.com, (ii) exclusive control over the defense and settlement of the Infringement Claim, and (iii) reasonable cooperation in connection with the defense and settlement of the Infringement Claim.
- 14.1.2. PlanetScale will have no liability if the alleged infringement is based on: (i) combination of the Managed Product with other products, data or business process not developed and/or provided by PlanetScale, (ii) use for a purpose or in a manner for which the Managed Product was not designed, (iii) use of the Managed Product not in accordance with the Documentation; (iv) use of any Beta Features or an older release of the Managed Product when use of a newer revision would have avoided the infringement, (v) use of any Managed Product or Support provided to Customer free of charge; (vi) any modification of the Managed Product made by anyone other than PlanetScale, (vii) PlanetScale's compliance with any materials, designs, specifications or instructions provided by Customer, (viii) any third party or open source software; or (viiii) Customer's use of the Managed Product after PlanetScale notifies Customer to discontinue running it due to an Infringement Claim.
- 14.1.3. Should Managed Product become, or in PlanetScale's opinion be likely to become, the subject of an Infringement Claim, PlanetScale will, at its sole option and expense, (i) procure for Customer the right to make continued

use of the Managed Product, (ii) replace or modify such so that the Managed Product becomes non-infringing, or (iii) terminate this Agreement and refund any prepaid but unused Fees paid therefor.

14.2. Customer Indemnification Obligation. Customer will defend PlanetScale and its Affiliates and indemnify them against a third party claim arising from (i) any Customer Content, or Customer's brand material (ii) Customer's or an End User's use of the Managed Product in breach of the AUP, Documentation or the restrictions set forth in this Agreement.

14.3. Sole Rights. Without affecting either party's termination rights, this Section 14 states the parties' sole and exclusive remedy under this Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 14.

15. **General.**

15.1. Governing Law; and Venue. This Agreement, and any dispute relating to or arising out of this Agreement, will be governed by and in accordance with the laws of California, without giving effect to the conflict of laws provisions. For all disputes arising out of this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts located in San Francisco, California.

15.2. Export Compliance. The parties acknowledge that the Managed Product may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Items, including, but not limited to, the U.S. Export Administration Regulations, International Traffic in Arms Regulations, and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") (collectively, "trade laws"). Customer will not take any action that causes PlanetScale to violate U.S. or other applicable trade laws. If Customer learns of a potential violation of trade laws relating to the performance of this Agreement, or a potential violation of the terms in this subsection, it will alert PlanetScale as soon as possible, but in no event more than fourteen (14) days after acquiring this knowledge. PlanetScale may suspend or terminate this Agreement to the extent that it reasonably concludes that performance would cause it to violate U.S. or other applicable trade laws, including those described above, or put it at risk of becoming the subject of economic sanctions under such trade laws. Customer represents that it and its End Users are not on any government agencies Restricted Party List, including, but not limited to the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S Treasury Department's list of Specially Designated Nationals.

- 15.3. Notices. Unless otherwise specified in this Agreement, all notices will be in writing and will be emailed (in the case of PlanetScale to notices@planetscale.com and in the case of Customer to the email address provided at registration). All notices are effective upon receipt.
- 15.4. No Third Party Beneficiaries. This Agreement is binding on the parties to this Agreement, and there are no third party beneficiaries.
- 15.5. Assignment. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, PlanetScale may assign this Agreement to an Affiliate in connection with a merger, acquisition, asset transfer, or corporate reorganization.
- 15.6. Entire Agreement. This Agreement is the entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.
- 15.7. Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement, except to the extent changes to the Agreement apply to new functionality, Beta Features, or are required to comply by applicable law, in which case PlanetScale may amend the Agreement effective immediately with a notice to Customer.
- 15.8. Conflicting Terms. The parties agree that any term or condition stated in a Customer order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Order Form; (ii) this Agreement, and (iii) Documentation.
- 15.9. No waiver. Failure to enforce any provision of this Agreement will not constitute a waiver thereof. No waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power, or remedy, the waiver will not waive any successive or other right, power, or remedy the party may have under this Agreement.
- 15.10. Severability. If any provision is found to be unenforceable, it and any related provisions will be interpreted to best accomplish its essential purpose.
- 15.11. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

15.12. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

15.13. Force Majeure. 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; however, the inability to meet financial obligations is expressly excluded.

**PlanetScale, Inc.**

**Customer:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_