

GENERAL TERMS AND CONDITIONS FOR END USERS

These general terms and conditions apply to any offer made by Splendid Data and any End User Agreement between Splendid Data and End User.

1. Definitions

"Confidential Information": all information disclosed by either Splendid Data or End User to the other Party during the term of any End User Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the recipient within thirty (30) days following the oral disclosure.

"Effective Date": the effective date, as described in the relevant Order Form.

"End User": the purchaser/user of the Product and Services.

"End User Agreement": any agreement that results from the acceptance by End User of any offer made by Splendid Data, as detailed in any Order Form.

"End User Environment": End User's information, systems, software and resources such as workspace, network access, and telephone connections.

"GTC": these general terms and conditions.

"Order Form": any Splendid Data order form, signed by End User, with respect to the license of the Product and the provision of Services.

"Partner": a partner with which Splendid Data has entered into a Partner Agreement to promote, market, distribute and/or support the Product and Services.

"Party" / "Parties": Splendid Data and/or End User.

"Product": PostgresPURE, as described in the most current version of Schedule A - PostgresPURE Software Components Specification.

"Services": the services with respect to the Product that Splendid Data will provide to End User, as described in the most current version of Schedule B - PostgresPURE Services Specification.

"Splendid Data": Splendid Data Nederland B.V., a Dutch corporation, registered in the Trade Register of the Chamber of Commerce under number 08090156, having its registered office at Binnenhof 62a, 1412 LC Naarden, The Netherlands.

"Splendid Data Holding": Splendid Data Holding B.V., a Dutch corporation, registered in the Trade Register of the Chamber of Commerce under number 58470018, having its registered office at Binnenhof 62a, 1412 LC Naarden, The Netherlands.

"Trademarks": the "Splendid Data" trademark, as displayed above, and any other trademark that Splendid Data Holding may register.

"Unit": the measurement of Product or Service usage, as described in the relevant Order Form.

2. License to use the Product

2.1. **License.** Splendid Data grants to End User a perpetual, non-exclusive license to its Product and each software component that is part of the Product, subject to the PostgreSQL license, BSD license, GNU general public license and, if applicable, other open source licenses. The latest version of the license agreement for each software component that is part of Product is located in the software component's source code and permits End User to run, copy, modify, and redistribute the pertinent software component, subject to certain obligations in some cases, both in source code and binary code form. This license only relates to PostgresPURE and does not limit End User's rights under or grant End User rights that supersede the license agreement of any particular software component.

- 2.2. **Intellectual property rights.** End User recognizes and shall not infringe any intellectual property rights with respect to the Product and any software component that is part of the Product, owned by either Splendid Data Holding or any other licensor. End User recognizes and shall not infringe any Trademark.
- 2.3. **Freedom to use ideas.** Subject to Section 8 and End User's rights in the End User Environment, Splendid Data may use without an obligation to account for any ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any End User Agreement in any way Splendid Data deems appropriate, including by or for itself and/or its other clients.
3. **Services**
- 3.1. **Provision of Services.** During the term of the End User Agreement Splendid Data shall provide the Services to End User in accordance with the most current version of Schedule B - PostgresPURE Services Specification.
- 3.2. **On-site obligations.** If Splendid Data personnel are working on End User's premises, End User shall provide a safe and secure working environment. Splendid Data shall comply with all reasonable workplace safety and security standards and policies, provided End User has sent Splendid Data said standards and policies in advance.
- 3.3. **Access to End User Environment.** End User shall provide Splendid Data access to the End User Environment as reasonably required by Splendid Data in order to provide the Services. End User acknowledges and agrees that the extent of access to the End User Environment provided to Splendid Data and the completeness and accuracy of the data and other information contained therein may affect Splendid Data's ability to provide Services. If reasonable access to End User Environment is not provided, Splendid Data will be relieved from providing any Services dependent upon such access. End User shall obtain any third party consents necessary to grant Splendid Data access to the End User Environment that is subject to the proprietary rights of, or controlled by, such third party, or which is subject to any other form of restriction upon disclosure.
4. **Payment**
- 4.1. **Fees and expenses.** The fees for the Product and Services will be (a) identified in the relevant Order Form and (b) payable in accordance with Section 4.2. Fees are stated in Euro, must be paid in Euro, and, unless otherwise specified in writing, do not include out-of-pocket expenses, customs, duties or shipping costs. End User will reimburse Splendid Data for all reasonable expenses Splendid Data incurs in connection with the performance of Services. Any renewal of Services will have the same price per Unit listed in the applicable Order Form.
- 4.2. **Invoices.** Splendid Data shall invoice End User upon End User's acceptance of the relevant Order Form, as evidenced by its signature(s) or, for renewal of Services, at the start of each renewal term, End User shall pay fees and expenses no later than thirty (30) days from the date of invoice. Splendid Data reserves the right to terminate any license and/or suspend or cancel performance of any Services if payment has not been received on time.
- 4.3. **Taxes and gross-up.** All fees are exclusive of any applicable taxes. If End User is required to withhold or deduct any portion of the payments due to Splendid Data, End User shall increase the sum payable to Splendid Data by the amount necessary so that Splendid Data receives an amount equal to the sum it would have received had End User made no withholding or deduction.

5. **Reporting and inspection**

- 5.1. **Reporting.** End User shall promptly notify Splendid Data if and when the actual number of Units of the Product and Services utilized by End User exceeds the number of Units specified on the relevant Order Form. End User shall include in this notice the number of additional Units and the date(s) on which such Units were first utilized. Splendid Data shall invoice End User accordingly and shall make an addendum to the relevant Order Form.
- 5.2. **Inspection.** During the term of any End User Agreement and for one (1) year after expiration or termination thereof, Splendid Data or its designated agent may inspect End User's facilities and/or require End User to provide Splendid Data with relevant records to verify End User's compliance with these GTC. Any such inspection will take place only during End User's normal Business Hours and upon no less than ten (10) days prior written notice from Splendid Data. Splendid Data will give End User notice of any non-compliance, including the number of underreported Units of the Product and Services. Splendid Data shall invoice End User (or the Partner from whom End User purchased the Product and Services) accordingly. If the number of Units reported upon inspection is more than hundred and five percent (105%) of the number of Units for which End User has paid, End User shall also pay Splendid Data for the cost of such inspection.

6. **Term and termination**

- 6.1. **Term.** The term of any End User Agreement starts on the Effective Date and continues for the term, specified on the Order Form. Thereafter, the term for Services will automatically renew for successive periods of one (1) year, unless either Party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal period.
- 6.2. **Termination resulting from a breach.** If either Party breaches any End User Agreement and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching Party, then the other Party may, by giving written notice of termination to the breaching Party, terminate the pertinent End User Agreement; provided, however, that no cure period will be required for a breach by End User of Section 11.7 of these GTC.
- 6.3. **Effects of termination.** Without prejudice to any other right or remedy of Splendid Data, in the event either Party terminates any End User Agreement, End User shall pay Splendid Data (or the Partner from whom End User purchased the Product and Services) for all Units of the Product and Services provided up to the effective date of termination.

7. **Warranties and limitation/exclusion of liability**

- 7.1. **Limited Product warranty.** Except as specifically stated in this Section 7, any separate End User Agreement with Splendid Data and any license agreement for a particular software component, the Product is provided and licensed "as is", without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Splendid Data does not warrant that the Product will meet End User's requirements or that the operation of the Product be entirely error-free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to End User.
- 7.2. **Limited Services warranty.** Splendid warrants that it shall use reasonable skill and care and qualified personnel in providing the Services, in accordance with the standards and service levels, as described in Schedule B - PostgresPURE Services Specification.
- 7.3. **Limitation of liability.** Splendid Data's liability arising out of or in connection with the applicable End User Agreement shall be limited to direct damages only. The liability of the direct damages can not exceed the amount of the fees that the End User has paid in the twelve (12) months immediately preceding the date of the first event giving rise to liability pursuant thereto.

7.4. **Exclusion of liability.** Splendid Data shall not be liable to End User for:

7.4.1. any claim based upon any third party claim; and/or

7.4.2. any indirect, special or consequential loss or damage, including, but not limited to:

7.4.2.1. loss of data, actual and/or anticipated profits and/or savings;

7.4.2.2. interruption of any End User process and/or service; and/or

7.4.2.3. downtime and/or corruption of data or other information and/or damage to other software,

even if Splendid Data has been advised of the possibility of such loss or damage.

7.5. **Remedies.** End User's exclusive remedy in case of Splendid Data is in breach of its warranty as described in Section 7.2 shall be either reperformance of the deficient Services or, if in Splendid Data's reasonable opinion reperformance is not feasible, termination of the Services and a pro rata refund of the relevant fees paid by End User.

7.6. **Acknowledgment.** End User expressly acknowledges that the limited warranties and limitations and exclusions of liability, as mentioned in this Section 7, are reasonable.

8. **Confidentiality**

8.1. **Confidentiality obligations.** During the term of any End User Agreement, each Party shall

- a. use Confidential Information only in accordance with the terms and conditions of these GTC;
- b. use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and
- c. disclose the Confidential Information only to Partners, employees, agents and contractors with a need to know, and to its auditors and legal counsel.

These confidentiality obligations shall apply for a period of two (2) years following initial disclosure of the relevant Confidential Information.

8.2. **Exclusions of Confidential Information.** Confidential Information shall not include information which:

- a. is or later becomes publicly available without breach of the End User Agreement, or is disclosed by the disclosing Party without obligation of confidentiality;
- b. is known to the receiving Party at the time of disclosure by the disclosing Party;
- c. is independently developed by the receiving Party without use of the Confidential Information;
- d. becomes lawfully known or available to the receiving Party without restriction from a source that has the right to disclose said information;
- e. is generally known or easily ascertainable by parties of ordinary skill in the business of the receiving Party; or
- f. is software code in either object code or source code form that is licensed under an open source license.

The receiving Party shall not be prohibited from complying with any disclosure, mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party prior notice of such disclosure.

9. **Excluded purposes of the Product and Services**

- 9.1. **Excluded purposes.** The Product and Services have not been specifically designed and developed and are not intended for the purpose of (a) planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. End User shall not use the Product and Services for the above-mentioned purposes.
- 9.2. **Responsibility.** End User shall be solely responsible for the results obtained from the use of the Product and Services.

10. **Governing law and dispute resolution**

These GTC and any End User Agreement shall be governed by Dutch law. Any dispute between the Parties that cannot be amicably resolved shall be submitted to the District Court of Amsterdam. No claim or action arising out of these GTC or any End User Agreement may be brought by either Party more than one (1) year after the cause of action has occurred.

11. **Miscellaneous**

- 11.1. **Notices.** Any notices under these GTC and/or any End User Agreement must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides delivery confirmation to the respective addresses or e-mail address indicated in an Order Form, provided that any notice from End User to Splendid Data includes a copy sent to Splendid Data for the attention of Contract Management.
- 11.2. **Assignment.** End User may assign any End User Agreement to any third party subject to Splendid Data's prior written consent and the prior written acceptance of said third party of the terms and conditions of said End User Agreement, including these GTC.
- 11.3. **Independent contractor.** Splendid Data is an independent contractor and nothing in these GTC will be construed to create an employment or agency relationship between End User and Splendid Data. Each Party will be solely responsible for supervision, direction, control and payment of its personnel. Splendid Data may subcontract Services under any End User Agreement to third parties or affiliates without the approval of End User.
- 11.4. **Relationship between Splendid Data, its Partners and End User.** Splendid Data has entered and may enter into End User Agreements with Partners. However, Splendid Data is not responsible for any actions or omissions of its Partners, any obligations these Partners may have towards End User, or any other products and/or services that Partners supply to End User under any End User Agreement with End User.
- 11.5. **Force majeure.** Neither Party will be liable for non-performance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 11.6. **Non-solicitation.** Parties agree not to solicit or hire any personnel of each other during the term of any End User Agreement and for twelve (12) months after termination or expiration thereof.
- 11.7. **Export control.** End User represents and warrants to Splendid Data that it:
- a. understands that the Product may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations;
 - b. is not located in a prohibited destination country under said regulations or U.S. sanctions regulations;
 - c. will not export, re-export, or transfer the Product or any software component that is part of the Product to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or

any similar lists maintained by other countries, without the necessary export license(s) or authorization(s);

- d. will not use or transfer the Product or any software component that is part of the Product for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license;
- e. understands and agrees that if End User is located in the United States and exports or transfers the Programs to eligible end-users, End User shall, to the extent required by Section 740.17(e) of said export regulations, submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and
- f. understands that countries, including the United States, may restrict the import, use, or export of encryption products (which may include the Product or any software component that is part of the Product) and agrees that it shall be solely responsible for compliance with any such import, use, or export restrictions.

If End User breaches this Section 11.7, Splendid Data may terminate any and all End User Agreements with immediate effect and without any liability to End User. End User acknowledges and agrees that, in order to provide the Services, it may be necessary to share End User's Confidential Information with Partners, subcontractors and/or other third parties. In such circumstances, Splendid Data shall endeavor to (but cannot guarantee it will) enter into a confidentiality agreement, containing provisions (substantially) similar to the ones contained in these GTC.

- 11.8. **Severability.** If any provision of these GTC or any End User Agreement is held invalid or unenforceable but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the End User Agreement.
- 11.9. **Waiver.** The delay or failure of either Party to exercise any rights under these GTC and/or any End User Agreement shall not constitute or be deemed a waiver or forfeiture of such rights.
- 11.10. **Entire End User Agreement.** Each End User Agreement is a separate End User Agreement and represents the complete understanding between the Parties with respect to its subject matter. Each End User Agreement supersedes any prior written End User Agreements or prior and contemporaneous oral End User Agreements with respect to the same subject matter.
- 11.11. **Schedules.** Schedule A - PostgresPURE Software Components Specification and Schedule B - PostgresPURE Services Specification form an integral part of these GTC.
- 11.12. **Amendment.** Neither these GTC nor any End User Agreement may be amended only by means of a written instrument, signed by the authorized representative(s) of the Parties.

SCHEDULE A - PostgresPURE SOFTWARE COMPONENTS SPECIFICATION

1. Specification of PostgresPURE software components

A. PostgreSQL – The most advanced open source relational database.

PostgreSQL is licensed under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT licenses.

PostgreSQL Database Management System (formally known as Postgres, then as Postgres95).

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B. pgAdmin – an open source web-based GUI tool used to interact with the Postgres database sessions, both locally and remote servers as well. You can use pgAdmin to perform any sort of database administration required for a Postgres database.

pgAdmin4 and pgAdminIII v1.10 and later versions are released under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT licenses.

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- C. PgBouncer – an open source, lightweight, single-binary connection pooler for PostgreSQL. It can pool connections to one or more databases (on possibly different servers) and serve clients over TCP and Unix domain sockets. PgBouncer maintains a pool of connections for each unique user, database pair.

PgBouncer is licensed under the ISC License.

Copyright © 2007-2009 Marko Kreen, Skype Technologies OÜ

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- D. repmgr - an open-source toolset to automate, enhance, and manage PostgreSQL streaming replication.

repmgr is licensed GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007.

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- E. barman - an open source administration tool for managing backup and disaster recovery of PostgreSQL servers.

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- F. pgaudit - an open source PostgreSQL audit extension (pgaudit) providing detailed session and/or object audit logging via the standard PostgreSQL logging facility.

pgaudit is licensed under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT licenses.

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- G. pgBackRest - an open source easy-to-use backup and restore solution that can seamlessly scale up to the largest databases and workloads by utilizing algorithms that are optimized for database-specific requirements.

pgBackRest is licensed under the MIT license.

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- H. pg_background – an open source PostgreSQL extension that allows the user to run arbitrary SQL commands in a background worker. It makes it possible to run VACUUM in the background and the autonomous transaction implementation works better than the dblink way. It also allows performing tasks from a procedural language (like: CREATE INDEX CONCURRENTLY).

pg_background is licensed GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007.

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You should have received a copy of the GNU General Public License along with this program. If not, Client should obtain one via www.gnu.org/licenses/.

- I. pg_repack - an open source PostgreSQL extension which lets you remove bloat from tables and indexes, and optionally restore the physical order of clustered indexes. Unlike CLUSTER and VACUUM FULL it works online, without holding an exclusive lock on the processed tables during processing.

pg_repack is licensed GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007.

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- J. pg_partman – an open source PostgreSQL extension to create and manage both time-based and serial-based table partition sets.

pg_partman is released under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT license

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- K. pure_tools – open source shell scripts making your PostgreSQL life even more easier.

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- L. PostGIS – an open source spatial database extender for PostgreSQL. It adds support for geographic objects allowing location queries to be run in SQL.

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- Proj4 - <http://proj.osgeo.org> -- X/MIT License.
- GEOS - <http://geos.osgeo.org> -- LGPL License.
- LibXML - <http://xmlsoft.org/> -- X/MIT License.
- GDAL - <http://gdal.osgeo.org/> -- X/MIT Style License.
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Data used in documentation falls in one of the following categories:

- Many of the examples in the topology and tiger geocoder section utilize data from US Census Tiger data 2010
<http://www.census.gov/geo/www/tiger/tgrshp2010/tgrshp2010.html>.
- data or snapshots generated by community
- many images autogenerated by PostGIS documentation generator (which utilizes ImageMagick) as described
<http://trac.osgeo.org/postgis/wiki/DevWikiDocNewFeature>.
- PostGIS raster output functions such as the ST_AsPNG etc.
- raster/vector data from MassGIS: <http://www.mass.gov/mgis/laylist.htm>

- M. `pg_store_plans` – an open source PostgreSQL extension for tracking execution plan statistics of all SQL statements executed by a server.

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- N. pg_auto_failover – an open source PostgreSQL extension and service for monitoring and managing automated failover for a PostgreSQL cluster.

pg_auto_failover is released under the PostgreSQL License, a liberal Open Source license, similar to the BSD or MIT license

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- O. pg_cron – an open source PostgreSQL extension for simple cron-based job scheduling that runs inside the database. It uses the same syntax as regular cron, but it allows you to schedule PostgreSQL commands directly from the database.

pg_cron is released under the BSD License, a liberal Open Source license, similar to the MIT or PostgreSQL license

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- P. pg_monitor – an open source PostgreSQL extension combining a suite of tools to facilitate the collection and visualization of important metrics that you need be aware of in your PostgreSQL database and your host environment.

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- Q. orafce – an open source PostgreSQL extension with functions and operators that emulate a subset of functions and packages from the Oracle RDBMS.

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- R. oracle_fdw – an open source PostgreSQL extension that provides a Foreign Data Wrapper for easy and efficient access to Oracle databases, including pushdown of WHERE conditions and required columns as well as comprehensive EXPLAIN support.

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- S. plpgsql_checker – This open source PostgreSQL extension is a full linter for plpgsql for PostgreSQL. It leverages only the internal PostgreSQL parser/evaluator so you see exactly the errors would occur at runtime. Furthermore, it parses the SQL inside your routines and finds errors not usually found during the "CREATE PROCEDURE/FUNCTION" command. You can control the levels of many warnings and hints. Finally, you can add PRAGMA type markers to turn off/on many aspects allowing you to hide messages you already know about, or to remind you to come back for deeper cleaning later.

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- T. pgloader – an open source PostgreSQL extension is a data loading tool for PostgreSQL, using the COPY command.

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- U. `plproxy` – an open source PostgreSQL extension for procedural language (PL) handler that allows to do remote procedure calls between PostgreSQL databases.

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- V. `pgvector` – an open source PostgreSQL extension for vector similarity search.

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- W. `login_hook` – an open source PostgreSQL extension to execute some code on user login, comparable to Oracle's after logon trigger.

`login_hook` is licensed GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007.

- X. `session_variable` – an open source PostgreSQL extension providing a way to create and maintain session scoped variables and constants. This extension can be part of a solution to mimic Oracle's global constants and variables in PostgreSQL.

`session_variable` is licensed GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007.

Splendid Data reserves the right to modify the software components specification of the Product at any time.

2. Previous and current versions of PostgresPURE

Splendid Data will only provide Services with respect to the current and previous version of the Product as specified:

Components	PostgresPURE versions				
	V8.22	V9.18	V10.13	V11.9	V12.5
PostgreSQL	13.21	14.18	15.13	16.9	17.5
Barman	3.13.2	3.13.2	3.13.2	3.13.2	3.13.2
Repmgr	5.5.0	5.5.0	5.5.0	5.5.0	5.5.0
pgBouncer	1.24.1	1.24.1	1.24.1	1.24.1	1.24.1
pgAudit	1.5.3	1.6.3	1.7.1	16,1	17,1
PostGIS	3.5.2	3.5.2	3.5.2	3.5.2	3.5.2
pgAdmin4	9.3	9.3	9.3	9.3	9.3
pgBackrest	2.54.2	2.54.2	2.54.2	2.54.2	2.54.2
pg_background	1.3	1.3	1.3	1.3	1.3
pg_repack	1.5.2	1.5.2	1.5.2	1.5.2	1.5.2
pg_partman	4.7.3	5.2.4	5.2.4	5.2.4	5.2.4
pure_tools	2.10	2.10	2.10	2.10	2.10
pg_store_plans	1.5	1.6.1	1.7.0	1.8.0	1.9.0
pg_auto_failover	2.2.0	2.2.0	2.2.0	2.2.0	2.2.0
pg_cron	1.6.4	1.6.4	1.6.4	1.6.4	1.6.4

3. Operating system availability

The Product is currently available for the operating systems and architectures as specified:

Operating System	Architectures	PostgresPURE platforms				
		v8	v9	v10	v11	v12
Red Hat – RHEL 7	X86_64 and ppc64le	✗	✗	✗	✗	✗
Red Hat – RHEL 8	X86_64 and ppc64le	✓	✓	✓	✓	✓
Red Hat – RHEL 9	X86_64	✓	✓	✓	✓	✓
Red Hat – RHEL 9	ppc64le	✗	✗	✗	✗	✗
CentOS 7	X86_64 and ppc64le	✗	✗	✗	✗	✗
CentOS 8	X86_64 and ppc64le	✗	✗	✗	✗	✗
SUSE - SLES 12	X86_64 and ppc64le	✗	✗	✗	✗	✗
SUSE - SLES 15	X86_64 and ppc64le	✗	✗	✗	✗	✗
Rocky Linux 8	X86_64	✓	✓	✓	✓	✓
Rocky Linux 8	ppc64le	✗	✗	✗	✗	✗
Rocky Linux 9	X86_64	✓	✓	✓	✓	✓
Rocky Linux 9	ppc64le	✗	✗	✗	✗	✗

Other Linux flavours - On request

Red Hat 9 and Rocky 9 ppc64le releases are planned in the future

CentOS7 and Red Hat 7 have reached EOL on June 30 2024 and are no longer maintained in the PostgresPURE release schedule. PostgresPURE releases 7.20, 8.16, 9.12, 10.7 and 11.3 and previous release will be available in the PostgresPURE archive

SUSE - SLES 12 has reached EOL on October 31 2024. PostgresPURE releases 8.19, 9.15, 10.10 and 11.6 are the final releases and from now on it will no longer be maintained in the PostgresPURE repositories. PostgresPURE12.2 is not build for SUSE12

4. Release support policy

The Product support policy is as specified:

PostgresPURE release support policy		
Current version	1st Release	Supported till
v8	October 2020	November 2025
v9	December 2021	November 2026
v10	December 2022	November 2027
v11	December 2023	November 2028
v12	December 2024	November 2029

SCHEDULE B - PostgresPURE SERVICES SPECIFICATION

1. Definitions

"Business Hours": Monday through Friday, excluding public holidays in the country where End User is located, from 09.00 through 17.00.

"Development Purposes": the specific purposes of (a) developing, (b) single-user prototyping, quality assurance or testing and/or (c) demonstrating software or hardware that runs with or on the Product.

"Splendid Data Help Center (SDHC)": Splendid Data's web portal for requesting any Support Services.

"Product": PostgresPURE, as described in the most current version of Schedule A - PostgresPURE Software Components Specification.

"Product Services": Services directly related to the Product, i.e. new releases, versions and/or any other modifications.

"Production Purposes": the specific purposes of using the Product (a) in a production environment, (b) generally using live data and/or applications for a purpose other than Development Purposes, (c) for multi-user prototyping, quality assurance and testing and/or (d) for backup instances.

"Service Units": the total number of Units, as set forth in the relevant End User Agreement, based on which Splendid Data will charge End User for its Services, including any version and/or copy with respect to which any Trademark has been removed.

"Support Contact": any person authorized by End User to open a request for Support Services.

"Support Services": Services that support End User in his use of the Product.

Any defined terms, not defined in this Schedule, shall have the meaning given to them in the most current version of Splendid Data's General Terms and Conditions for End Users.

2. Provision of Services

2.1. Product Services and Support Services. During the term of the End User Agreement Splendid Data shall provide to End User Product Services and Support Services with respect to the Service Units. The number of Service Units shall at all times be the same as the number of Units. End User may request Splendid Data to provide the Services with respect to another Unit with the same Services characteristics (such as from one on-premise system or physical node to another on-premise system or physical node) without having to pay for an additional Service Unit, provided that End User does not increase the number of Service Units or other Services characteristics (such as the number of CPU's). Splendid Data provides the Services for End User's internal use and for and at End User's own premises only. However, End User shall be allowed to use the Product to run a web site and/or to offer End User's own software as a service, provided such a web site or service (a) does not include a distribution of any Services and (b) provides a material value added application or service other than the Product and/or the Services. End User must obtain Splendid Data's prior written consent before using any Service Unit at any third party premises. End User must notify Splendid Data in writing prior to using any Service Unit through any third party cloud or hosting provider. Any unauthorized use of the Service Units shall constitute a material breach of the End User Agreement and give Splendid Data the right to terminate any and all Services and the End User Agreement with immediate effect and without any liability to End User.

2.2. **Product Services.** Product Services consist of the following elements:

- a. Source code. Splendid Data sends to End User a digital key that allows End User to download the Product and the source code of the individual software components of the Product from the Splendid Data website.
- b. Product documentation. Splendid Data sends to End User a digital key that allows End User to download the Product documentation.
- c. New releases. PostgresPURE consists of several components with different release schedules, with the main core-component PostgreSQL as offered through the community website www.postgresql.org, supervised by the PostgreSQL Global Development Group. Splendid Data assembles the distinctive release schedules of all components and keeps them synchronized. The integrated and synchronized assembly of these components is called a "release", which shall be offered to End User. End User acknowledges and agrees that the PostgreSQL project aims to fully support a major release for five years. After a release falls out of full support, further critical fixes may be applied to the source code, on best-effort basis. No formal releases or binary packages will be produced by the PostgreSQL project but the updated source code will be available from the applicable source code control system. This policy will be followed on a best-effort basis. In extreme cases it may not be possible to support a release for the planned lifetime; for example if a serious bug is found that cannot be resolved in a given major version without significant risk to the stability of the code or loss of application compatibility. In such cases, early retirement of a major version may be required.
- d. Interim or new releases and updates. Splendid Data assesses interim and new releases and updates of the source code of the distinctive components on the stability of the components themselves and in relation to each other. If found to be stable, Splendid Data informs End User and makes these interim or new releases and updates available for downloading.
- e. Release schedule. Splendid Data aims to keep the release schedule of PostgresPURE as much as possible in line with the release time-periods of the PostgreSQL core component. PostgreSQL is currently guaranteed to be available for a minimum release lifecycle of 5 years. However, time periods referred to in this respect are estimates and depend on the release schedules of the main core-component. End User may not rely on these time periods.
- f. Relationship with the main core-component. Whenever an interim or new release or update of one or more of the subordinated components will become available, Splendid Data evaluates the relationship with the main core-component first before informing making this release or update available to End User.

2.3. **Exclusion from Product Services.** Splendid Data does not provide Product Services with respect to any version and/or copy of the Product that End User or any third party has modified or recompiled without the prior written approval of Splendid Data and/or is running on any hardware and/or operating system that is not supported by Splendid Data (as specified in Schedule A - PostgresPURE Software Components Specification).

2.4. **Support Services.** Support Services consist of the following elements:

- a. Installation support. Splendid Data provides End User with the necessary information for installation of the Product.
- b. Support documentation. Splendid Data provides End User with the support documentation for the Product.
- c. Splendid Data Help Center (SDHC). Splendid Data makes its SDHC available to End User and provides End User with the necessary information on how to use it.
- d. Incident management. In case of an incident with respect to the Product, End User reports the incident to Splendid Data, using the SDHC. End User determines via SDHC the incident level in accordance with the following criteria:

Blocker (level 1)

An incident that directly affects the continuation of work in a production environment, such as loss of production data and the non-functioning of the production environment. End User cannot work with the application any longer due to the malfunctioning of the PostgreSQL database and/or one or more of the other components of PostgresPURE.

Critical (level 2)

An incident with the environment in which the operation of the PostgreSQL database and/or one or more of the other components of PostgresPURE in production environment is reduced severely and which has a large impact on (parts of) End User's business processes.

Major (level 3)

In the production environment: an incident that has no critical impact on End User's work in a production environment. End User can continue working with the PostgreSQL database and the other components of PostgresPURE.

In the development environment: an incident that prevents End User from working in his development environment any longer or migrating a tested PostgreSQL database into a production environment.

Minor (level 4)

In the production environment: error messages or warnings with no or negligible functional impact on End User's work in a production environment.

In the development environment: an incident that has no critical impact on End User's work in its development environment. End User can continue working with the PostgreSQL database and the other components of PostgresPURE.

Trivial (level 5)

Reporting a documentation error or in textual description shown in the command line interface of the PostgreSQL database or any other components of PostgresPURE.

Splendid Data reacts and responds to any incident reported during the following service hours and within the following reaction and response times:

Splendid Data Service Levels		
Service hours	Monday through Sunday, including public holidays in the country where End User is located, from 0.00 through 23.59	
Reaction and response times	Initial response ¹ within:	Ongoing response within:
Blocking (level 1)	1 hour, via SDHC	1 hour via SDHC or as otherwise agreed in writing
Critical (level 2)	2 hours, via SDHC	4 hours via SDHC or as otherwise agreed in writing
Major (level 3)	2 hours during Business Hours, via SDHC	4 hours during Business Hours via SDHC or as otherwise agreed in writing
Minor (level 4)	4 hours during Business Hours, via SDHC	8 hours during Business Hours via SDHC or as otherwise agreed in writing
Trivial (level 5)	4 hours during Business Hours, via SDHC	8 hours during Business Hours via SDHC or as otherwise agreed in writing

- e. Generic questions. In case of a generic question to the Product, End User sends this request to Splendid Data, using the SDHC.
- f. Request a change. In case of a change request (e.g. new functionality or adding a new component to PostgresPURE) with respect to the Product, End User sends this request to Splendid Data, using the SDHC.
- g. Support Services for Development Purposes. Splendid Data provides End User with advice on architecture, design, development and prototyping.

¹ The initial response can take the form of a confirmation of receipt of the ticket, question from a Splendid Data representative and/or a solution.

2.5. **Exclusion from Support Services**

2.5.1 Splendid Data does not provide Support Services with respect to (a) any incident that End User has not reported via the Splendid Data Help Center (b) any version of the Product, other than the current and previous version, as specified on www.splendiddata.com/postgrespure/.

2.5.2 Splendid Data does not provide Support Services with respect to any version and/or copy of the Product that End User or any third party has modified or recompiled without the prior written approval of Splendid Data.

2.5.3 Support Services for Production Services does not include assistance with code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, third party software made available with the Product.

2.6. **Responsibilities of End User.** End User shall be responsible for testing the Product before deploying it in the End User Environment. End User shall also be responsible for backing up its systems on a regular basis. To access and use Support Services, End User must provide sufficient information to validate his entitlement to the relevant Support Services. End User shall make sure that his support contacts have "read and write" access to the necessary files, English language communication skills and relevant technical knowledge. End User may change his designated support contact(s) upon 5 Business Days prior written notice to Splendid Data.