These MemSQL Partner Program Terms and Conditions ("Terms") apply to your participation in the MemSQL Partner Program ("Program"), described more fully at www.MemSQL.com (the "Site"). These Terms are between you ("you" or "Member") and MemSQL Inc. ("MemSQL," "we" or "us"). BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS IN THEIR ENTIRETY AND AGREE TO BE BOUND BY THEM. IF YOU (I) DO NOT AGREE WITH ANY PROVISION OF THESE TERMS, OR (II) DO NOT HAVE LEGAL AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ORGANIZATION, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

1.   Application and Approval of Member Participation. The Program is a nonexclusive program available to MemSQL-approved business partners. If you are entering into these Terms on behalf of a legal entity, you represent and warrant that you have the requisite legal authority to legally bind such entity to the terms and conditions of these Terms. Nothing herein restricts MemSQL's ability to enroll other companies or entities in the Program. In order to participate in the Program, you must enroll in the Partner Program by submitting your Program application ("Application") via the Site. You agree not to provide any untruthful, inaccurate or fraudulent information in your Application. We may accept or reject your Application in our discretion for any or no reason. If your Application is approved, you may not participate in the Program unless you agree to these Terms. Thereafter, as a Program participant, you will be entitled to the benefits of the MemSQL Partner Program as highlighted in the MemSQL Partner Program Guide posted on MemSQL's website. In addition to our Program policies, privacy policies and other documents and policies available on the Site (collectively, "Policies"), these Terms will govern your participation in the Program. You agree to comply with all applicable laws in connection with your participation in the Program. **You and we mutually acknowledge and agree that the use of the term "Partner" is for convenience only and is not an indication of a legal partnership**.

2.   Participation Benefits. As a participant in the Program, you are eligible to promote MemSQL's products and services identified on the Partner Program Guide and participate in training and other offerings by MemSQL with respect to the marketing and promotion of MemSQL products and services (collectively, "Products"), subject in each case to the terms and conditions of these Terms and any Policies. MemSQL hereby grants to you a limited, nonexclusive license to (i) access and use the tools and other information available on the Partner Page, solely as necessary to promote and market the Products; (ii) market, promote and advertise the Products and MemSQL download website on your website in accordance with these Terms and any applicable Policies; and (iii) distribute any promotional materials as may be made available from MemSQL from time to time to current and prospective customers of the Products in accordance with these Terms and any additional instructions as may be provided by MemSQL. As a participant in the Program, you agree to (a) maintain your and your personnel's technical, sales and domain expertise and other requirements identified in MemSQL's Partner Program Guide during the applicable Program Term (defined in Section 8) as necessary to perform any obligations under these Terms or the Policies; (b) promote your products and services in a manner that will provide cross-market and cross-product opportunities for end customers to purchase the Products as described in the Policies; (c) if your web site includes a public facing page that lists partnerships, include on such page a reference to MemSQL and a hyperlink to the Site and the MemSQL Product download website in a conspicuous manner so as to enable end users of your website to obtain Products and information from MemSQL; and (d) not reverse engineer, modify, create derivative works of, remove any copyright notices on or in, sell, lease or otherwise alter the Products or promotional materials except as expressly permitted herein. In the event Member wants to distribute, resale or otherwise sell the Products to any end user, Member must enter into a written reseller or other similar agreement with MemSQL governing such activities.

3.   Restrictions. Unless expressly otherwise set forth in these Terms, Member will not: (i) modify, translate or create derivative works of the MemSQL Product; (ii) disassemble, decompile, reverse engineer or reverse assemble any portion of the MemSQL Product or attempt to discover any source code or underlying ideas or algorithms of the MemSQL Product; (iii) sell, assign, sublicense, rent, lease, loan, provide, disclose, distribute or otherwise transfer all or any portion of the MemSQL Product; (iv) make, have made, reproduce or copy the MemSQL Product; (v) remove or alter any trademark, logo, copyright or other proprietary notices associated with the MemSQL Product; (vi) use the MemSQL Product for production purposes; (vii) publicly display, or otherwise make publicly available any portion of the MemSQL Product; or (viii) cause or permit any other party to do any of the foregoing.

4.   Modifications to These Terms or Policies. MemSQL reserves the right to modify (or terminate) these Terms (or any portion thereof), including, without limitation, any Member benefits described in these Terms or any related Policies, from time

to time, upon written notice (which may be provided either via email or on the Partner Site). MemSQL will indicate at the top of these Terms or Policy the date these Terms or the Policy, as applicable, were last revised. Please review these Terms and the Policies from time to time so that you will be apprised of any changes. Your continued participation in the Program after such Terms or Policies have been updated by MemSQL, and after MemSQL has notified you of the update, constitutes your agreement to such changes. In the event that you request prior notice of any modifications under this section, MemSQL will use commercially reasonable efforts to provide notice to an email address provided by you for this purpose. You will have 90 days from the time MemSQL sends notice prior to any changes taking effect.

5.   Proprietary Rights. The Products, Site, Content (defined in this section) and any Confidential Information (defined in Section 7) of MemSQL (collectively, the "MemSQL Materials") include valuable patent, copyright, trademark, trade secret or other intellectual property rights (collectively, "Intellectual Property Rights") of MemSQL. MemSQL or its suppliers or licensors own all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to all MemSQL Materials made available to Member in connection with the Program. Member retains all rights to all of its Materials and Intellectual Property Rights, including Member's logo and trademarks. For clarification, it is not the intention of this section to grant or claim ownership to the other Party's Intellectual Property or Confidential Information. As used in these Terms, "Content" means any graphics, text, images, documentation, information, manuals, software, code, applications, content or other information available on or through the Site.

6.   Trademark Licenses. Each party ("Mark Licensor") grants to the other party ("Mark Licensee") a non-exclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses) to use and reproduce Mark Licensor's trademarks and logos (the "Licensed Marks"), solely in connection with publicizing and promoting the business relationship between the parties hereto.   Mark Licensor reserves the right to notify Mark Licensee in writing (email sufficing) of additional terms and conditions applicable to Mark Licensee's right to use the Licensed Marks (which may include trademark usage guidelines or branding guidelines), and Mark Licensee agrees that the foregoing license will be subject to Mark Licensee's ongoing compliance with such terms and conditions, provided that Mark Licensee will have a reasonable opportunity to adjust usage of the Licensed Marks so as to comply with any new or modified terms and conditions that Mark Licensor may specify from time to time.   Mark Licensee agrees to state in appropriate places on all materials using the Licensed Marks that the Licensed Marks are trademarks of Mark Licensor and to include the symbol ™ or ® as appropriate.   Mark Licensor grants no rights in the Licensed Marks other than those expressly granted in this section.   Mark Licensee acknowledges Mark Licensor's exclusive ownership of the Licensed Marks. Mark Licensee agrees not to take any action inconsistent with such ownership, and Mark Licensee agrees to cooperate, at Mark Licensor's request and expense, in any action which Mark Licensor deems necessary or desirable to establish or preserve Mark Licensor's exclusive rights in and to the Licensed Marks.   Mark Licensee will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Licensed Marks or in such a way as to create combination marks with the Licensed Marks.   Mark Licensee will provide Mark Licensor with samples of all products and materials that contain the Licensed Marks prior to their public use, distribution, or display for Mark Licensor's quality assurance purposes and will obtain Mark Licensor's written approval before such use, distribution, or display.   At Mark Licensor's request, Mark Licensee will modify or discontinue any use of the Licensed Marks.

7.   Confidential Information. During the Program Term(s), either party may disclose certain Confidential Information (defined in this section) to the other. In such event, unless otherwise specifically authorized pursuant to a separate written agreement between MemSQL and Member, the receiving party shall (i) use such Confidential Information solely for the purposes for which it is provided by the other party; (ii) not disclose such Confidential Information to any third party; and (iii) otherwise protect such Confidential Information from unauthorized use and disclosure to the same extent that it protects its own confidential information of a similar nature. The obligations above shall not apply to any use or disclosure that is required by applicable law, legal process or governmental authority or that is made with the consent of the disclosing party. For purposes of these Terms, "Confidential Information" means any information that is proprietary or confidential or that a party is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information that relates to a party's technology, software, research, development, products, services, pricing of products and services, customers, employees, contractors, marketing plans, finances, contracts, legal affairs or business affairs). Without limiting the foregoing, any code, application, data or other information relating to the design, architecture, specifications, features, functions, performance, operation and other characteristics of the Products (including, without limitation, the MemSQL Software or any other proprietary software of MemSQL) will be presumed (e.g., without marking or other specific identification) to be Confidential Information of MemSQL. However, Confidential Information does not include any information that: (a) was known to the receiving party before receiving the same from the disclosing party in connection with these Terms; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party. In the event Member has separately executed a confidentiality agreement with

MemSQL, the terms of that confidentiality agreement will control any inconsistencies between such confidentiality agreement and these Terms. In addition, any suggestions, comments or other feedback provided by Member to MemSQL with respect to the MemSQL Product and/or MemSQL (collectively, "Feedback") will constitute Confidential Information of MemSQL. Further, MemSQL will be free to use, disclose, reproduce, license and otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

8. **Term and Termination.** These Terms commence upon the date Member's Application is approved and continue for a period of two years thereafter (the initial "Program Term"), and automatically renew for subsequent one year periods thereafter (each, a renewal "Program Term") unless earlier terminated as provided below. Either party may terminate these Terms as follows: (i) for any reason at any time by providing the other party with 30 days' advance written notice of its intent to terminate these Terms; or (ii) immediately at any time upon notice in writing to the other party if the other party is in material breach of any obligation under these Terms. Following the expiration or termination of these Terms, (a) all licenses and rights hereunder will immediately terminate; (b) Member's participation in the Program will immediately terminate; (c) Member will cease displaying any MemSQL hyperlinks on its website; and (d) Sections 4 through 14 shall survive. The expiration or termination of these Terms shall not affect any preexisting or separately executed agreements between the parties (including any reseller or distribution agreements in effect between the parties).

9. **Disclaimer of Warranties.** THE PROGRAM AND ALL MEMSQL PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEMSQL, ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE PROGRAM, PRODUCTS, MEMSQL MATERIALS OR ANY ADVERTISING AND OTHER SERVICES. MEMSQL AND ITS SUPPLIERS DO NOT WARRANT THAT ANY ITEM SUPPLIED HEREUNDER WILL BE FREE FROM BUGS, ERRORS OR OMISSIONS. MEMSQL AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PROGRAM, AND ANY MEMSQL PRODUCTS WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL (I) WARRANTIES OF MERCHANTABILITY, (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT MEMSQL KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER HAS RELIED ON NO WARRANTIES.

10. **Indemnification.** Member agrees to indemnify, defend and hold harmless MemSQL, its agents, affiliates, subsidiaries, directors, officers, employees and applicable third parties from and against any third party claims, liabilities, losses and expenses (including awards of damages, amounts of settlements and reasonable legal fees) arising out of or relating to: (i) Member's acts or omissions in violation of these Terms or any Policies; (ii) Member's own information on its website(s) and any Member products or Member services described therein; (iii) Member's violation of any applicable laws, regulations or orders; and/or (iv) Member's breach of any provision of these Terms.

11. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (1) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR (2) THE OBLIGATIONS SET FORTH IN SECTIONS 3, 5, 6, 7 AND/OR 10, IN NO EVENT SHALL (I) EITHER PARTY BE LIABLE UNDER THESE TERMS TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES (INCLUDING THOSE RELATING TO ECONOMIC LOSS, SUCH AS LOST BUSINESS, LOST REVENUES, AND THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES) WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) OR OTHERWISE, WHETHER RELATING TO THE PROGRAM, THESE TERMS, THE MEMSQL MATERIALS OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (II) EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER UNDER THESE TERMS FOR ANY AND ALL CLAIMS EXCEED U.S. $2,500.00. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. Each party acknowledges that the other party has entered into these Terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

12. **Force Majeure.** Neither party will be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond such party's reasonable control (including, without limitation, any act or failure to act by the other party).

13. **Entire Agreement.** These Terms, together with any Policies, constitute the entire agreement between the parties with respect to the Program. Nothing in these Terms supersedes, modifies or otherwise affects any other valid agreement between the parties, including, without limitation, any agreement pertaining to any resale or distribution of the MemSQL Products.

14. **Miscellaneous.** The parties agree that MemSQL may designate and use third party consultants, contractors, licensors and suppliers in connection with the Program. These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, U.S.A. without reference to its choice of law principles. Any disputes arising out of or related to these Terms or the Program will be subject to the jurisdiction of the state and federal courts of San Francisco County, California, U.S.A. Each party hereto is duly authorized to enter into these Terms and perform its obligations hereunder. All notices under these Terms will be in writing and (i) if sent to Member, delivered to the business address and/or email address identified in the Application; and (ii) if sent to MemSQL, submitted at partner@MemSQL.com. The waiver of any breach or default of these Terms will not constitute a waiver of any subsequent breach or default. If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of these Terms will remain in full force and effect. Member may not assign, delegate, or otherwise transfer any of its rights hereunder, in whole or in part, without MemSQL's prior written consent. The relationship(s) between MemSQL and Member is one of independent contractors and not one of a legal partnership, joint venture or agency relationship. These Terms will not be binding until accepted by Member in a legally sufficient manner. If a court of competent jurisdiction adjudges any provision of these Terms to be invalid or unenforceable, the remaining provisions of these Terms, if capable of substantial performance, will continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. All waivers must be in writing. A party's consent to, or waiver of, enforcement of these Terms on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion. In these Terms, the word "including" means "including but not limited to." No presumption will operate in favor of or against any party as a result of its role in drafting these Terms.