SECURE ENTERPRISE SUPPORT AGREEMENT

This **SECURE ENTERPRISE SUPPORT AGREEMENT** ("**Agreement**") describes the terms and conditions under which Crunchy Data Solutions, Inc., with a principal place of business at 146 Fairchild Street, Suite 134, Daniel Island, SC 29492 ("**Crunchy**") will provide the purchaser ("**Customer**") identified on the Order Form for Secure Enterprise Support attached to this Agreement as **Appendix A** (the "**Order Form**") certain support services related to PostgreSQL and such other software as identified on the Order Form (collectively, the "**Software**").

This Agreement is effective as of the effective date indicated on the Order Form ("**Effective Date**"). Capitalized terms used but not defined in this Agreement will have the meaning given to them in the Order Form.

1. Secure Enterprise Support. Subject to Customer's payment of any support fees pursuant to Section 2 hereof, Crunchy will provide Customer with the following support services related to the Software ("**Secure Support**"):

   (a) Technical Support. Crunchy will make available qualified US Citizen Crunchy employees to receive and respond to requests for information regarding how to remedy or bypass failures of the Software to materially conform to the specifications described in the Software's standard user documentation ("**Technical Support**") received from the Designated Customer Personnel as set forth in this Section 1(a).

      (i) Availability of Technical Support. Crunchy will use commercially reasonable efforts to provide Technical Support to Customer by telephone and e-mail twenty-four hours per day, three hundred sixty-five days per year (the "**Hours of Availability**").

      (ii) Technical Support Target Response Times. During the applicable Hours of Availability, Crunchy will use commercially reasonable efforts to respond to requests for Technical Support received from the Designated Customer Personnel, either by telephone or e-mail, within one hour of receipt of such request. For requests for Technical Support related to errors in the Software which Customer reasonably determines severely impacts Customer's production systems such that Customer cannot perform critical and urgent business operations (each, an "**Urgent Request**"), Customer will contact Crunchy by telephone to request Technical Support.

      (iii) Technical Support Target Resolution Times. Crunchy will use commercially reasonable efforts to provide Customer with a recommendation, work around or action plan (A) within eight hours of the receipt of an Urgent Request and (B) within three business days of the receipt of such request for all other requests for Technical Support. During the period between the Crunchy's initial response to the request for Technical Support and the Crunchy's delivery of a solution, work around or action plan, Crunchy will use commercially reasonable efforts to provide Customer with access to status updates on the resolution process and information regarding Crunchy planned next steps.

   (b) Technology Updates. From time to time, Crunchy will distribute by e-mail to the e-mail address of each Designated Customer Personnel a written report describing Crunchy's assessment of material developments related to the Software that may relate to enhancements, functionality, updates or bug fixes that Crunchy, in its sole discretion, determines may be relevant to Customer.

   (c) Crunchy Support Advisor. Crunchy will designate an employee of Crunchy to be Customer's primary Secure Support point of contact ("**Crunchy Support Advisor**"). The Crunchy Support Advisor will, at Customer's request: (i) assist Customer in planning, coordinating, scheduling and delivering Secure Support and (ii) advising Customer on the implementation of recommended actions resulting from delivery of Crunchy Secure Support services.

   (d) Initial and Annual Technical Assessment. At the request of Customer made within thirty days of the start date of the Initial Term and each Renewal Term, the Crunchy Support Advisor, or its designee, will review system architecture and design materials related to the Software provided by Customer and provide Customer with recommendations regarding potential changes to Customer's system architecture or Software configuration.

2. Secure Support Start Date and Fees.

(a) Secure Support Start Date. Unless otherwise agreed in an Order Form, the Secure Support will begin on the Effective Date (please note that the foregoing does not limit your obligation to pay for Secure Support that you previously used but for which you have not paid).

(b) Secure Support Fees. Customer agrees to pay Crunchy the Secure Enterprise Support fee set forth on the Order Form for each renewal Term. Unless otherwise agreed in an Order Form, the fee for the initial Term is due upon execution of the Order Form. The fee for each renewal Term is due within thirty days following the expiration of the then-current Term. Crunchy will invoice Customer for the renewal fee thirty days in advance of each renewal Term. The fee for a renewal Term may be increased by Crunchy, provided, that Crunchy gives Customer written notice of such increase at least thirty days prior to commencement of the renewal Term. Customer agrees to pay any sales, use or other tax (exclusive of taxes based on Crunchy's net income) imposed by any jurisdiction as a result of this Agreement, the Order Form or any activities hereunder, regardless of when such tax liability is asserted.

3. Use of Secure Enterprise Support. Unless otherwise agreed in an Order Form, Customer agrees that Customer shall only use the Secure Support for Customer's internal use and to support or maintain the number of units of Software indicated on the Order Form. Customer agrees not to use the Secure Support for the benefit of a third party. Subject to the terms of the Agreement, the Secure Support may be used by third parties acting on your behalf, such as contractors, subcontractors or outsourcing vendors provided you remain responsible for all of your obligations under the Agreement and for the activities and omissions of the third parties.

4. Crunchy Representations and Warranties.

(a) Representations. Crunchy represents that: (i) it has full power to enter into this Agreement and to carry out its obligations under this Agreement and (ii) the Crunchy employees assigned with responsibility for delivering the Services are United States citizens operating within the continental United States.

(b) Warranties.   Crunchy warrants that the Secure Support services provided by Crunchy pursuant this Agreement (the "**Services**") will be performed in a workmanlike manner and in accordance with generally accepted industry standards. For any breach of this warranty, as Customer's sole and exclusive remedy and Crunchy's sole and exclude obligation, Crunchy will either (A) use commercially reasonable efforts to correct the defective work, within a reasonable time, so as to comply with generally accepted industry standards or, (B) at Crunchy's option, refund the fees paid by Customer for the Services that gave rise to the breach. Any claim based on the breach of the warranties contained in this Section 4(b) must be submitted to Crunchy in writing within thirty days from the date of delivery of such Services, specifying the breach in reasonable detail. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, CRUNCHY MAKES NO WARRANTIES EXPRESS, IMPLIED OR STATUTORY AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY; TITLE; NONINFRINGEMENT; FITNESS FOR A PARTICULAR PURPOSE; SYSTEM INTEGRATION AND/OR DATA ACCURACY.

5. Confidentiality. "**Confidential Information**" means any information that is disclosed by one party ("**Discloser**") to the other ("**Recipient**"), which, at the time it is disclosed, in any form, is identified or designated by Discloser as "confidential or proprietary" or reasonably should be known by Recipient to be proprietary or confidential information of Discloser. The terms of this Agreement will be deemed "Confidential Information." Confidential Information will exclude information that: (a) is rightfully known to Recipient at the time of disclosure; (b) has become publicly known through no wrongful act of Recipient; (c) has been rightfully received by Recipient from a third party without restriction on disclosure and without breach of any agreement with Discloser; (d) has been independently developed by Recipient as evidenced by appropriate documentation; (e) has been approved for release by written authorization executed by an authorized officer of Discloser; or (f) is required to be disclosed by Recipient pursuant to a requirement of law, provided, that prior to any such disclosure, Recipient will notify Discloser as soon as possible, in writing, of the proposed disclosure and cooperate fully with Discloser to protect against such disclosure and/or obtain a protective order narrowing the scope of the compelled disclosure and protecting the confidentiality of the Confidential Information. Recipient will use the Confidential Information only to perform its obligations under this Agreement and disclose Discloser's Confidential Information only to those Recipient personnel with a need to know. Except as expressly permitted or required under this Agreement, or such limited disclosures in confidence as may be reasonably necessary to either party's attorneys and accountants, Recipient will not use Discloser's Confidential Information or disclose such Confidential Information to any third party, either during the term of this Agreement or thereafter, without

the prior written consent of Discloser. All Confidential Information remains the property of the Discloser and no license or other rights in the Confidential Information is granted hereby. All Confidential Information Discloser provides to Recipient is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. Upon termination of this Agreement, or at any time at the request of Discloser, Recipient will return to Discloser all of Discloser's Confidential Information, in whatever form, which is in its custody or control.

6.   Open Source Software.

(a) **Use of Open Source Software.** Subject to Crunchy's obligations as a Recipient pursuant to Section 5 above, Customer agrees that nothing in this Agreement will be deemed to (i) prohibit Crunchy from contributing modifications, improvements or enhancements of software code licensed under the PostgreSQL License or other "open source" licenses (collectively, "**Open Source Software**") developed by Crunchy in the performance of the Services to the PostgreSQL Global Development Group or other applicable open source foundation (each an "**Open Source Foundation**") to be made available on an open source basis under the PostgreSQL License or such other applicable "open source" license or (ii) prohibit or limit Crunchy's use, now or at any time, of ideas, concepts, know-how, methods, techniques, skill, knowledge and experience, in any way whatsoever, that are used or developed in the performance of the Services under this Agreement (including, for the avoidance of confusion, any Order Form of Statement of Work).

(b) **Reporting of Software Errors.** Subject to Crunchy's obligations as a Recipient pursuant to Section 5 above, Customer and Crunchy agree that Crunchy will be permitted (i) to report to the applicable Open Source Foundation any non-conformity of Open Source Software to such Open Source Software's standard user documentation that Crunchy identifies in the course of providing the Services and (ii) to contribute a modification, improvement or enhancement of Open Source Software that corrects such nonconformities to the applicable Open Source Foundation.

(c) **Background Technology.** Customer acknowledges that Crunchy may use Open Source Software or other intellectual property developed, acquired, or otherwise obtained by Crunchy prior to or independently of this Agreement, including, but not limited to, the Crunchy Software identified in the applicable Order Form (collectively, "**Background Technology**") in the performance of the Services. Customer agrees that Crunchy retains all right, title and interest now existing or that may exist in the future in and to any modifications, enhancements, customizations or derivatives of Background Technology.

7.   Customer Responsibilities and Acknowledgements. Crunchy's obligation to provide the Secure Support contemplated by this Agreement is subject to Customer's cooperation as follows:

(a) **Cooperation and Assistance.** Customer will provide such assistance to Crunchy as Crunchy may reasonably request in order to assist Crunchy in the performance of the Services, including without limitation, providing functioning test code which (i) reproduces and isolates the error, (ii) removes extraneous comments and code to the extent possible and (iii) is fully self-contained and automated.

(b) **Third Party Code.** If Customer finds it necessary or expedient to include third party code or libraries in the test code submitted to Crunchy (other than third party code made available under the PostgreSQL License), Customer is responsible for obtaining permission from the applicable third party for such submission. If Customer cannot provide test code that reproduces the problem, Crunchy may be unable to resolve the error, but will be available to work with Customer to assist in the development of a test case.

(c) **Protected Information.** Customer will identify and mark any classified, controlled unclassified, or sensitive Customer information that may be disclosed to Crunchy in connection with the delivery of the Services and identify the safeguards Customer requires from Crunchy to protect such information

(d) **Exclusions.** Customer acknowledges that the Secure Support is to be provided only with respect to the Software and, unless otherwise agreed to in an executed Order Form, Crunchy will not provide Secure Support in connection with any other hardware, software or equipment, including without limitation:

(i)   modifications, enhancements or customizations of the Software other than those provided by Crunchy;

(ii) software obtained from any place other than Crunchy provided repositories or through the PostgreSQL

Global Development Foundation website located at www.postgresql.org;

    (iii) errors arising from or related to installation, configuration, management and operation of the Customer's applications; or

    (iv) APIs interfaces or data formats other than those included with the Software.

    (e) Designated Customer Primary Contact. Customer will designate a qualified representative of Customer as Customer's "**Designated Customer Primary Contact**" and provide contact details (in particular e-mail address and telephone number) by means of which the Designated Customer Primary Contact or its authorized designee can be contacted during the applicable Hours of Availability. The Designated Customer Primary Contact will cooperate with the Crunchy Support Advisor or other Crunchy employees to administer the terms of this Agreement and will be authorized to make necessary decisions on Customer's behalf or bring about such decision without undue delay.

8. Term and Termination. The initial term of this Agreement will begin on the Effective Date and will conclude after a period of one year (the "**Initial Term**"). This Agreement will automatically be extended for successive renewal terms of one year each (each, a "**Renewal Term**" and collectively with the Initial Term, each a "**Term**") unless either party gives written notice of non-renewal at least sixty days before the expiration of the then-current Term. Any termination provided in accordance with above will be effective at the end of the then-current Term during which the termination notice is received by the respective party. Notwithstanding the forgoing, Crunchy may terminate the Secure Support after one month written notice of Customer's failure to pay to Crunchy the fees as set forth in Section 2 or any Statement of Work (as defined below).

9. LIMITATION OF LIABILITY. IN NO EVENT WILL CRUNCHY BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOST PROFITS, LOST REVENUES, LOSS OF DATA, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR OTHER INCIDENTAL DAMAGES BASED ON ANY THEORY EVEN IF CRUNCHY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER CUSTOMER'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE CUMULATIVE LIABILITY OF CRUNCHY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO CRUNCHY BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT, OMISSION, OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

10. Miscellaneous.

    (a) Assignment. Customer will not assign any of its rights or delegate any of its duties under this Agreement without the express prior written consent of Crunchy, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect.

    (b) Governing Law. This Agreement and the rights and obligations of the parties will be governed by the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Alexandria, Virginia, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

    (c) Notices. Any notice required or permitted hereunder will be in writing, and will be given to the appropriate party at the address set forth on the Order Form, or at such other address as the party may hereafter specify in writing. Such notice will be deemed given: upon personal delivery to the appropriate address; or three business days after the

date of mailing if sent by certified or registered mail; or one business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

(d) **Survival of Terms**. All terms and provisions of this Agreement, including any and all appendixes and amendments to this Agreement, which by their nature are intended to survive any termination or expiration of this Agreement, will so survive.

(e) **Force Majeure**. Neither party will be deemed in default of this Agreement, to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party, including without limitation, any act of God, fire, earthquake, natural disaster, accident or act of government (in any case to the extent that such event is not due to, nor arises out of, the negligence of the party whose performance is delayed), and provided that the party seeking to be excused gives the other party written notice thereof promptly and, in any event, within fifteen days of discovery thereof and uses its reasonable efforts to continue to so perform or cure. In the event of such a force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event.

(f) **Relationship of the Parties**. No employment relationship is created by this Agreement. At all times during the term hereof, Crunchy will retain its independent contractor status and use its own discretion in performing the services, subject to general direction by Customer and to the specific requirements of this Agreement. Nothing in this Agreement will be construed as creating a partnership, franchise, employment, joint venture or agency relationship or fiduciary duty of any kind between the parties. No party will have any power and will not hold itself out as having the power to act for or in the name of or to bind the other. This Agreement is not made for the benefit of any third parties.

(g) **Insurance**. Crunchy, at its sole cost and expense, will maintain appropriate insurance with Commercial General Liability coverage in a single occurrence limit of not less than $1,000,000. A Certificate of Insurance indicating such coverage will be delivered to Customer upon request.

(h) **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(i) **Waiver**. All waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(j) **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

(k) **Complete Understanding; Modification**. This Agreement, together with the Order Form and any and all appendixes and amendments to this Agreement, constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof, and supersedes all prior understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement, the appendixes to this Agreement or the Order Form will be effective only if in writing and signed by the parties hereto.

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Appendix A

ORDER FORM FOR SECURE ENTERPRISE SUPPORT

This Order Form for Secure Enterprise Support ("**Order Form**") is attached to and incorporated in that certain Secure Enterprise Support Agreement entered into by and between Crunchy Data Solutions, Inc., with a principal place of business at 146 Fairchild Street, Suite 134, Charleston, SC 29492 ("**Crunchy**") and "**Customer**" identified below ("**Agreement**"). In the event of a conflict between this Order Form and the Agreement, this Order Form will control.

Customer:

Customer Address:

Customer Number:

Effective Date:

Secure Enterprise Support Fees:

Supported Software. Crunchy hereby agrees to provide the Secure Support services contemplated by the Agreement for the following software (the "**Software**"):

- The versions of PostgreSQL actively supported by the PostgreSQL project under then effective release support policy (http://www.postgresql.org/support/versioning/)

- The software made available by Crunchy through the repository located at https://access.crunchydata.com (including any updates, upgrades, corrections, security advisories and bug fixes, if and when available, the "**Crunchy Software**")

CRUNCHY: **CUSTOMER:**

CRUNCHY DATA SOLUTIONS, INC.

(Entity Name)

By: By:
Name: Name:
Title: Title: