

Redis^e Pack Software

Subscription Agreement

Version: January 1, 2017

Welcome! Redis Labs, Inc., Redis Labs Ltd. and their affiliates (“**Redis Labs**”, “**us**”, “**we**” or “**our**”) provides this Subscription Agreement (the “**Agreement**”) to inform you of our policies and procedures regarding the use of the Redis^e Pack software (also known and referred to herein as Redis Pack and previously known as RLEC) (including without limitation any software, programs, tools, components, upgrades, updates and all related applications and reports when used on a standalone basis or in conjunction with Redis Modules) (the “**Software**”) offered through redislabs.com and redismodules.com, including any subdomains of these websites or other websites owned by us or operated on our behalf (the “**Site**”), or any other third party’s website or service.

By downloading the Software or by signing or accepting an ordering document for any of the Software subscriptions (“**Order Form**”), Customer (“**you**” or “**your**”) agrees to this Agreement. You represent you have the authority to agree to this Agreement on behalf of your organization. Redis Labs and you may be referred to each individually herein as a “**Party**” and collectively as the “**Parties**”.

1. **Subscriptions and Software.** Subject to this Agreement and your compliance with all terms and conditions herein, we grant you a nonexclusive, nontransferable, non-sublicensable, revocable, limited license to use the Software, and its updates and the support services listed under Exhibit A, for the subscription period specified under the Order Form (“**Subscription Period**”) and up to the number of “**Database Instances**” that you purchased licenses to, all according to the subscription details specified under the Order Form. A “**Database Instance**” means any Redis or Memcached process, including but not limited to, a master database process, a slave database process, a database process that acts as a shard of a clustered database, that has been provisioned by you with connection to the Software, through the Software management user interface (UI), the application program interface (API), or a command line(s) interface (CLI). You may allow an affiliate (a company you control, controlled by or under common control with) to use the Software provided that you are responsible for your affiliate’s compliance with this Agreement. Databases Instances may also be referred to as “**Database Shards**”.

The Order Form shall include, inter alia, a specification (“**Specification**”) detailing the characteristics of the purchased Subscription, including the number of Database Instances purchased, the database types to be supported and for each such type – the maximum database size (in GBs), its maximum throughput (in ops/sec) and the quantity of this type database to be supported, By signing or accepting the Order Form you confirm and approve that the subscription characteristics as detailed in the Specification fully meet your requirements.

You may use the Software only in connection with your internal operations. You may use the Software in connection with an application available to your end users as long as your end users cannot access the Software directly. You may use a Subscription only in connection with a single cluster of nodes running the Software.

Except as set forth in this Section 1 and Section 10, neither Party shall have, and nothing herein shall construed to provide, any proprietary or other rights or title whatsoever (including any intellectual property rights) with respect to the other Party's software or technology and any intellectual property right, which is and shall remain under the exclusive ownership of such Party, unless otherwise expressly agreed to by the Parties in writing. Without derogating from the aforesaid, Redis Labs and/or its licensors, shall exclusively own any and all rights, title and interest, including any intellectual property rights, in and to all copies of the Software, and/or any part thereof and any updates thereof, including any modification, derivation and enhancement thereof.

If you download the Software and do not purchase a subscription ("**Free Subscription**"), we grant you a limited, no-charge, nontransferable (except a limited right to your affiliates to use the Software subject to the terms herein), non-sub licensable, revocable, limited and nonexclusive license to use the software in your internal environment for development and evaluation purposes only, for up to four Database Instances, for 30 days. You will not use the Software for testing, QA, staging or in a production environment unless you purchase a paid subscription ("**Commercial Subscription**").

If you obtained from us a trial key ("**Trial Key**") to activate more Database Instances than those provided under a Free Subscription, for a certain trial period of time ("**Trial Period**" and "a **Trial Subscription**"), you are granted a limited, no-charge, nontransferable (except a limited right to your affiliates to use the Software subject to the terms herein), non-sub licensable, revocable, limited and nonexclusive license to use the Software in your internal environment for development and evaluation purposes only, for up to the number of Database Instances provisioned by the Trial Key and during the Trial Period only. You will not use a Trial Subscription for testing, QA, staging or in a production environment unless you purchase a Commercial Subscription.

If you purchased a Commercial Subscription, you will obtain from us a commercial key ("**Commercial Key**") to activate the Software during the Subscription Period, You are granted a nontransferable (except a limited right to your affiliates to use the Software subject to the terms herein), non-sub licensable, revocable, limited and nonexclusive license to use the Software for testing, QA, staging or in a production environment, for up to the number of Database Instances provisioned by the Commercial Key and during the Subscription Period only.

2. **Support and Software Upgrades.** Redis Labs offers support and software upgrade services for Commercial Subscriptions of the Software ("**Support Services**") in several levels (e.g., Standard, and Premium), as described in the Support Policy provided in Exhibit A. All Database Instances associated with the same cluster must have the same level of Support Services. All Database Instances associated with the same Redis dataset must have the same level of Support Services. Redis Labs do not provide any Support Services to Database Instances associated with Free Subscriptions or Trial Subscriptions. As part of the Support Services, unless you opt-out, Redis Labs may require remote access to the Software that will enable it to receive data and information directly from the Software regarding Software bugs, errors, and other similar technical support issues. Redis Labs will only use such data and information for the purposes of providing the Support Services and in aggregate form for the purposes of improving the Software. If you elect to disable Redis Labs' remote access to the Software, Redis Labs will not be responsible for any related delays in providing the Support Services.

3. **Payment and Taxes.** You hereby agree to pay the fees and reimburse any preapproved expenses as set forth on the Order Form. Your payment is non-refundable and you may not cancel an Order Form except as stated in this Agreement. Our fees exclude any applicable taxes, accordingly you hereby agree to pay applicable taxes and similar charges, including sales, usage, excise and value added taxes. Nothing in this Agreement requires either Party to pay income taxes or similar charges of the other party. If applicable law requires you to withhold any amount from your payment, you will provide us with copies of documents related to your withholding upon our request. Overdue payments shall be subject to a late charge of 1.5% per month

4. **Your Responsibilities.** You will not, and will not allow any third party to: (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Software, (b) sell, sublicense, rent, lease, distribute, market, or commercialize the Software or your subscription, (c) directly or indirectly circumvent or violate the technical restrictions of the Software, (d) remove any identification, proprietary, copyright or other notices in the Software or documentation, (e) modify or create a derivative work of any portion of the Software, (f) publicly disseminate performance information about or analysis of the Software or your subscription, including benchmarking test results, (g) commit or facilitate the commission of a crime, or other tortious, unlawful, or illegal act, or encourages conduct that would be considered illegal or a criminal offense, gives rise to civil liability, or otherwise violates any law using the Software, (h) violates the terms of this Agreement. The Software includes open source software components, each of which has the copyright and applicable license conditions as may be set forth under each open source licenses file or its documentation and the terms of this Agreement shall not apply to any open source software components distributed with the Software. You will comply with all applicable laws in connection with your use of the Software and your subscriptions, including any applicable U.S. Export Administration Regulations, anti-corruption laws and U.S. embargoes.

5. **Confidentiality and Publicity.** You acknowledge that you may be exposed to Confidential Information of Redis Labs in connection with this Agreement and the use of the Software. You agree not to (a) disclose our Confidential Information to any third party without our prior written consent or as required by law and to hold such Confidential Information in strict confidence using at least the same degree of care you use to protect your own Confidential Information of like nature and importance, but no less than a reasonable degree of care, or (b) use our Confidential Information for any purpose except performing this Agreement. If we have entered into a separate Non-Disclosure Agreement (“**NDA**”), the NDA provisions, shall prevail and be deemed as part of this Agreement. “**Confidential Information**” means this Agreement, any version of the Software and all updates, technology, know-how, algorithms, testing procedures, software, structure, interfaces, specifications, documentation, reports, analysis, benchmarks, performance results, and other information learned or accessed by you pursuant to this Agreement and the Software and all other information we designate as confidential or reasonably consider to be confidential, and includes the pricing information on an Order Form. Confidential Information does not include information (a) that is or becomes publicly available through no fault of you or (b) received from a third party without a duty of confidentiality (c) is independently developed by you as evidenced by records in your possession at the time of disclosure; and (d) to the extent required by law or court order, provided that you shall make reasonable efforts to give Redis Labs prior notice of such requirement and shall cooperate with any attempts to obtain a protective order or similar treatment. Each Party will return or destroy the other Party's Confidential Information upon written request.

6. **Warranties.** Redis Labs represents and warrants that it will make its best commercial efforts to perform services included in a subscription in a diligent and workmanlike manner consistent with industry standards.
7. **Disclaimer; Limitation of Liability.** YOU EXPRESSLY AGREE THAT USE OF THE SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND THAT EXCEPT AS EXPLICITLY SET FORTH ABOVE THE SOFTWARE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AS WELL AS ANY WARRANTIES REGARDING SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SOFTWARE IS EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. REDIS LABS DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SOFTWARE.

IN NO EVENT EITHER PARTY SHALL BE LIABLE FOR ANY COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOST INFORMATION), CONNECTED WITH OR RESULTING FROM THIS AGREEMENT AND/OR THE USE OF THE SOFTWARE.

EXCEPT AS EXPLICITLY SET FORTH UNDER THE INDEMNIFICATION CLAUSE BELOW, IN NO EVENT REDIS LABS SHALL BE LIABLE FOR ANY AMOUNT THAT EXCEEDS THE TOTAL FEES PAID BY YOU TO REDIS LABS DURING THE 12-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE LIABILITY.

8. **Indemnification.**

(a) **Customer Indemnification.** Customer will defend and indemnify Redis Labs from and against all third party liabilities, losses, claims, damages and expenses to the extent resulting from any infringement of a third party's intellectual property or other right, or the terms of this Agreement by you.

(b) **Redis Labs Indemnification.** Redis Labs will defend and indemnify a Customer who purchased a Commercial Subscription of the Software, subject to the terms of this Agreement, from and against all third party claims to the extent resulting from the Software's infringement of a third party's intellectual property right. Redis Labs will not be obligated to defend or indemnify Customer if the claim is based on: (i) combination of the Software with other software, content, data or business process not contemplated by our documentation, (ii) use of any older release of the Software when use of a newer revision would have avoided the infringement, (iii) any modification of the Software made by anyone other than Redis Labs, (iv) Redis Labs' compliance with any materials, designs, specifications or instructions provided by Customer, or (v) any infringement of third party open source software included within the Software. Redis Labs shall not be obligated to defend or indemnify a Customer who purchased a Free Subscription or a Trial Subscription.

(c) **Infringement Remedies.** If the Software becomes, or in Redis Labs' opinion is likely to become, the subject of an infringement claim, Redis Labs will at its option and expense and as Customer's sole and exclusive remedy make its best efforts to (i) procure for Customer the right to make continued use of the Software, (ii) replace or modify the Software so that it becomes non-

infringing, or (iii) terminate Customer's license to the Software and refund a prorated portion of the prepaid but unused fees paid for the applicable subscriptions.

9. **Term and Termination.** This Agreement commences on the earlier of (i) the date that the Parties sign an Order Form; (ii) You downloaded the Software, and continue until your subscriptions included in the Order Form expire or either Party terminates this Agreement earlier in accordance with this Section. If all Order Forms under this Agreement have expired or been terminated, either Party may terminate this Agreement for convenience by providing a 30 days written notice. Either Party may terminate this Agreement and any applicable Order Form if the other Party materially breaches this Agreement and does not cure such breach within 14 days of written notice. Upon termination of this Agreement, you will remove the Software from all servers on which Software was installed. Provisions intended by their nature to survive termination of this Agreement survive termination. During the Term and one year following termination, we may inspect your records relating to your use of the Software or services for the purposes of verifying compliance with this Agreement.
10. **General.** In connection with your use of the Software you may send us feedback, materials or ideas. We may, in our sole discretion, use any feedback, material or ideas that you provide to us to enhance and better customize the Software. You acknowledge and agree to grant us and our successors a perpetual, worldwide, non-exclusive, transferable, non-revocable, sub-licensable, royalty-free license to un-restrictedly use, modify, create derivative works from, distribute and display any feedback, materials or ideas you provide to us with respect to Software, without compensation, liability or notice to you.

Notices under this Agreement will be in writing and effective on the delivery date. The Parties will deliver notices by personal delivery or overnight courier to the address of the other Party set forth on the Order Form. If Customer provides any feedback on Redis Labs' subscriptions, Redis Labs may use and modify Customer's feedback without restriction or payment.

This Agreement shall be governed by and construed in accordance with the State of Delaware laws without giving effect to its conflict of law principles. Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the applicable United States federal and state courts of the State of Delaware.

This Agreement does not create a partnership, agency relationship, or joint venture between the Parties. Any assignment of this Agreement by you without our prior written consent will be null and void, except an assignment to an affiliate or in connection with a merger or sale of all or substantially all of your assets or stock. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the Parties' intention and the remaining provisions will not be affected. The Parties may amend this Agreement only in a written amendment signed by both Parties. The Parties may sign this Agreement electronically and in counterparts, each of which is deemed to be an original and all of which taken together comprise a single document. This Agreement and any signed Order Form comprise the Parties' entire agreement relating to Redis Labs' provision of services and subscriptions to Customer. Neither Party will be liable for failures or delays in performance due to causes beyond its reasonable control.

Exhibit A – Support Policy

Redis Labs provides Support Services to Commercial Subscriptions of the Software under the terms of this Support Policy, as long as you maintain a valid Commercial Subscription. “**Support**” means the services described in this Support Policy and does not include one-time services or other services not specified in this Support Policy, such as training or consulting. This Support Policy is part of and subject to an agreement with Redis Labs (the “**Agreement**”) that includes (unless you have executed a separate agreement with us) the Subscription Agreement and the Order Form under which you purchased the Subscription.

1. **Supported Software.** Redis Labs provides Support Service only to Commercial Subscriptions of the Software (the “**Supported Software**”).
2. **Technical Contacts.** Support may be initiated and managed only by your Technical Contacts. “**Technical Contacts**” are named individuals who are responsible for administration of the Supported Software within your organization.
3. **Informational Support.** Redis Labs will provide reasonable product and technical support to address questions concerning use of the Supported Software. Technical Contacts may initiate Support Services by: (a) submitting a ticket through our 24-hour web ticketing system at <http://support.redislabs.com>; (b) sending an email to support@redislabs.com, and (c) calling our 24x7 support hotline. Support hotline is offered to Commercial Subscriptions only. Support is provided in the English language only.
4. **Software Upgrades.** As part of the Support Services and at no additional subscription fee, Redis Labs will provide you with all new versions of the Supported Software that it generally releases (at its sole discretion), including to the extent such are available, all updates of existing functionalities and bug fixes. All such new versions are provided subject to the terms of the Agreement. Support does not include any item that Redis Labs offers separately from the Supported Software or that Redis Labs makes available for an additional fee.
5. **Issue Resolution.** Redis Labs will make commercially reasonable efforts to resolve any Issues submitted by your Technical Contacts. Such efforts may include helping with diagnosis, suggesting workarounds, providing patches, or making a change to the Supported Software in a new release. An “**Issue**” is a material and verifiable failure of the Supported Software to conform to its documentation. Support Services will not be provided for (a) use of the Supported Software in a manner inconsistent with the applicable documentation, (b) modifications to the Supported Software not provided by or approved in writing by Redis Labs, or (c) use of the Supported Software with products or software not provided or approved in writing by Redis Labs.
6. **Service Levels.** When a Technical Contact submits an Issue, Redis Labs will reasonably assess its priority according to the appropriate priority levels and Subscription type, as defined below. Redis Labs will confirm the priority level with you and will resolve any disagreement regarding the priority as soon as is reasonably practical. Urgent and High priority levels are not available for non-production systems.

Subscription	Standard	Premium
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Hours of operation	24x7	24x7
Support channel	Online helpdesk, email, phone	Online helpdesk, email, phone
Number of tickets	Unlimited	Unlimited
Priority level	Response time	
Urgent	1 business day	2 hours
High	1 business day	4 hours
Normal / Low	1 business day	1 business day

“Urgent” is described as a catastrophic problem in your production systems that would stop your essential operations. Examples include a complete loss of service, production systems that are crashed, or a production system that hangs indefinitely.

“High” is described as a high-impact problem in your production systems that would disrupt essential operations, but a workaround exists which allows for continued essential operations.

“Normal” is described as a lower impact problem on a production or non-production system that involves a partial or limited loss of non-critical functionality, or some other problem involving no loss in functionality and does not prevent your continued essential operations. Normal problems also include all problems on non-production systems, such as test and development systems

“Low” is described as a general usage question. It also includes recommendations for requests for new products or features, and requests for enhancements or modifications. There is no impact on the quality, performance, or functionality of the product in a production or non-production system.

- Your Responsibilities.** You will provide Redis Labs with data, process information, online access to the Supported Software, supporting analysis, and access to your Technical Contact as reasonably required allowing Redis Labs to resolve reported Issues. You are responsible for the adequate duplication and documentation of all of your files and data for back-up purposes.

8. **How to Escalate a Support Issue.** If you encounter a critical technical issue on your production system or you are not satisfied with the response or resolution provided by our Support Services, you may use one of the following escalation paths to have your concerns addressed:
- a) For support issues where the business impact has changed or was not correctly stated initially, request to have the priority of the ticket raised according to the above service level definitions.

 - b) For an existing issue that has become critical in nature, such in the case where your production system is down, inaccessible, or you are dissatisfied with the Redis Labs response or resolution, follow the procedure below:
 - i. Verify that the support ticket is up-to-date and all requested information and files have been provided, including a request for escalation.

 - ii. Call our support phone number and ask to speak with a support engineer. The phone number can be found in the Order Form or can be obtained from your sales account manager. You will be asked for the company name, Technical Contact's details, ticket number and reason for the escalation. If a support engineer is not available an operator will take the information and generate an urgent support request.

 - iii. Once an escalation request has been received, our Support Manager will contact your Technical Contact to acknowledge the escalation process and determine the mode of communication and frequency of updates. The Support Manager will work to ensure that the appropriate resources are available to identify a solution or a workaround.
9. **End of Life Policy.** Our Support Services cover (a) the current Major Release and the two prior Major Releases; and (b) each Major Release for at least 12 months after its general release, and (c) all Minor Releases under a supported Major Release. If none of the conditions in the preceding sentence are met, then the Supported Software has reached its End of Life ("**EOL**"). "**Major Release**" means a new version of the Supported Software made generally available by Redis Labs with substantial improvements and bug fixes, represented by a change in the number to the left or right of the first decimal point (such as a version change from 1.1.0 to 2.1.0 or from 1.1.0 to 1.2.0). "**Minor Release**" means a version change represented by a change in the number to the right of the last decimal point. For example, if a Major Release were made available on January 1, 2000, then it would be supported until January 1, 2001, even if 7 Major Releases are made available in that period. Similarly, if only two Major Releases are made available over a two-year period, then both will be supported throughout that period.

The Supported Software will reach its End of Service Life ("**EOSL**") 6 months after the EOL. Until the EOSL (and provided you have a current Subscription to Support), if you have identified a defect in a Major Release that has reached EOL, Redis Labs will evaluate fixing the defect in a release that has not reached EOL. After the EOSL, Redis Labs will not support, in any way, a Major Release and/or any Minor Releases of that Major Release. Support for other versions of the Supported Software is not provided under this Support Policy. Support only covers use of the Supported Software on the platform or operating system versions that are specified by Redis Labs. Support does not cover use of the Supported Software on platforms or operating systems that are no longer supported by Redis Labs.

10. **Amendments.** Except as expressly provided herein, no modification of this Support Policy will be effective unless contained in writing and signed by an authorized representative of each Party. From time to time, Redis Labs may amend this Support Policy in its sole discretion. Redis Labs will post the amended terms on the Redis Labs website. Redis Labs will also update the version date at the top of this Agreement. By continuing to access or use our Support Services after Redis Labs has provided you with such notice of a change, you are indicating that you agree to be bound by the modified Support Policy. If the changes have a material adverse impact on and are not acceptable to you, then you must notify Redis Labs within 30 days of the applicable version date. If Redis Labs cannot accommodate your objection, then the prior Support Policy shall govern until the expiration of the then-current subscription period. Any renewed subscription will be governed by the then-current Support Policy. No term or condition contained in your Order Form or similar document will apply unless specifically agreed to by Redis Labs in writing, even if Redis Labs has accepted the order set forth in such Order Form, and all such terms or conditions are otherwise hereby expressly rejected by Redis Labs.