

MySQL® Commercial Software License Agreement

ATTACHMENT B

Minimum End User License Agreement Terms

EULAs must, at a minimum:

1. Restrict the Customer's license to a limited, non-exclusive, non-transferable license to run one copy of the object code version of the Licensed Software on one machine or instrument solely as integrated with, and for running and extracting data from a Company Application.
2. Limit the Customer's rights to internal business purposes. If the Integrated Product is licensed for concurrent or network use, the EULA must prohibit Customer from allowing more than the maximum number of authorized users to access and use the Licensed Software concurrently.
3. Permit the Customer to make copies of the Licensed Software only for backup and archival purposes.
4. Prohibit the Customer from: (a) copying the Licensed Software onto any public or distributed network; (b) using the Licensed Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (c) using the Licensed Software as a general SQL server, as a stand alone application or with applications other than Company Applications under this license; (d) changing any proprietary rights notices which appear in the Licensed Software; or (e) modifying the Licensed Software.
5. Indicate that all third party licensors and suppliers retain all right, title and interest in third party software and all copies thereof, including all copyright and other intellectual property rights.
6. Permit the Customer to transfer the license granted by the EULA only if (a) Customer complies with any transfer terms imposed by Company and delivers all copies of the Integrated Product to the transferee along with the EULA, (b) transferee accepts the terms and conditions of the EULA as a condition to any transfer, and (c) Customer's license to use the Integrated Product terminates upon transfer.
7. Require the Customer to comply with all applicable export laws and regulations.
8. Require Customer to immediately destroy all copies of the Licensed Software upon termination of the EULA.