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4. Support. *This Section applies only to Enterprise Licenses, but not to Free Licenses.* Couchbase offers several levels of Support Services for the Software. Couchbase will provide Licensee with the level of Support Services indicated on the Order and paid for by Licensee. For all Licensed Nodes and CLCs within a Production Deployment, all such nodes and CLCs must be at the same level of Support Services, including any instances that are used for disaster recovery or backup that are associated with the Production Deployment. Different Production Deployments can be at different levels of Support Services. Similarly, as to instances in a development or test environment running the Software, all Licensed Nodes and must be at the same level of Support Services – but such Licensed Nodes may be at a different support level than for the Production Deployment(s).. When using the Cross Data Center Replication feature, Licensee must have all Licensed Nodes at the same level of Support Services for all instances on all sides of the replication connection, including if one side of the connection is only used for disaster recovery or backup.

5. Payments. *This Section applies only to Enterprise Licenses, but not to Free Licenses.* Licensee will pay Couchbase the applicable Subscription Fees and applicable fees as set forth in each Order. All payments of fees or charges under this Agreement shall be made in the currency stated on the Order and are due within thirty (30) days of the date of the invoice. Late payments will bear interest at the lesser of one and one-half percent (1½%) per month or the maximum rate allowed by law. In addition, Licensee will reimburse Couchbase for all reasonable costs and expenses incurred (including reasonable attorneys’ fees) in collecting any overdue amounts. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. Fees are exclusive of, and Licensee is responsible for all duties and taxes (including Value Added Tax which shall be paid by Licensee, if applicable, at the rate and in the manner for the time being prescribed by law), except for taxes based on Couchbase’s net income. All fees are non-refundable, except to the extent expressly provided for in this Agreement.

5A. If Licensee sends Couchbase a purchase order (“**PO**”), the PO will be deemed a binding contract offer, which Couchbase can accept by signing the PO (thereby forming a mutually agreed Order governed by this Agreement); in such case the *only* terms listed on the accepted PO which will form part of the Order are the Commercial Details; and all other terms (whether additional or conflicting with the Agreement) on a PO will be void and without effect, even if Couchbase signs the PO. All accepted POs will automatically be governed by this Agreement (even if the PO does not reference the Agreement). “Commercial Details” means the identified

product(s), quantity (e.g, number of Licensed Nodes and/or CLCs), price, server size metric, support level, and subscription start and end date.

6. Records Retention and Audit. Licensee shall maintain complete and accurate records to permit Couchbase to verify Licensee's compliance with the Agreement (including the number of Licensed Nodes used by Licensee), and provide Couchbase with such records within ten (10) days of request. Upon at least thirty (30) days prior written notice, Couchbase may audit Licensee's use of the Software to assess whether Licensee is in compliance with the terms of this Agreement. Any such audit will be conducted during regular business hours at Licensee's facilities and will not unreasonably interfere with Licensee's business activities. Licensee will provide Couchbase with access to the relevant Licensee records and facilities. If an audit reveals that Licensee has underpaid fees to Couchbase, then Couchbase will invoice Licensee, and Licensee will promptly pay Couchbase, for such underpaid fees based on Couchbase's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the Subscription Fee paid by Licensee for the Software, then Licensee will also pay Couchbase's reasonable costs of conducting the audit.

7. Confidentiality. Licensee and Couchbase will maintain the confidentiality of Confidential Information. The receiving party of any Confidential Information of the other party agrees not to use such Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and prevent disclosure and unauthorized use of the disclosing party's Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The terms of this Confidentiality section shall survive termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the receiving party will, at the disclosing party's option, promptly return or destroy (and provide written certification of such destruction) the disclosing party's Confidential Information. A party may disclose the other party's Confidential Information to the extent required by any law or regulation.

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9.5 Applicability. *Section 9 applies only to Enterprise Licenses, but not to Free Licenses.*

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