

TERMS OF SERVICE

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GENERAL SERVICE AND SUPPORT CONDITIONS

These general service and support conditions (“terms of service”) apply on the part of the contractor (“CYBERTEC”) for:

- ALTEROW Data Group GmbH, Römerstraße 19, 2752 Wöllersdorf, Austria
- CYBERTEC PostgreSQL International GmbH, Römerstraße 19, 2752 Wöllersdorf, Austria
- CYBERTEC PG Database Services Switzerland GmbH, Bahnhofstraße 10, 8001 Zürich Switzerland
- CYBERTEC Nordic OÜ, Tartu MNT 84a-M302, 10112 Tallinn, Estonia
- CYBERTEC PG Database Services South America S.A., Misiones 1486 Piso 3, 11000 Montevideo, Uruguay
- CYBERTEC Poland Sp. z o.o, Pl. Inwalidów 10, 01-552 Warsaw
- CYBERTEC PostgreSQL South Africa Ltd., No. 26, Cambridge Office Park, 5 Bauhinia Streete, Highveld Techno Park, Conturion, South Africa, 0046

1. GENERAL CONDITIONS

1.1 These terms of service apply to all services mentioned below, which are provided by CYBERTEC to its contractual partners (“client”) and determine the conditions for the provision of the respective agreed-upon services by CYBERTEC to the client. They shall be valid in their most current form, if cooperation between CYBERTEC and the client is established.

1.2 CYBERTEC concludes contracts for the services mentioned below exclusively on the basis of these terms of service. They do not affect the validity of the General Terms and Conditions of CYBERTEC. In the event of conflicting provisions, the provisions of the Terms of Service shall take precedence over those of the General Terms and Conditions.

1.3 Unless otherwise agreed, and unless terms of this agreement are not considered as mandatory, deviating individual agreements between CYBERTEC and the client take precedence over these terms of service. Terms and conditions provided by the client shall only apply to the extent that this has been expressly agreed upon in writing.

1.4 The following documents shall be the exclusive subject matter of the contract, unless otherwise stipulated, and shall govern the provision of contractual services covered by these Terms of Service in descending order of priority:

- Individual agreement (offer)
- Terms of service
- General terms and conditions of CYBERTEC

1.5 Services provided by CYBERTEC and utilized by the client beyond the agreed scope of performance shall be charged to the client on the basis of actual staff and material costs according to the rates specified by CYBERTEC.

2. SOFTWARE

2.1 The following listing gives an overview of the software that CYBERTEC typically uses to provide services, as well as the software that CYBERTEC generally supports.

2.2 The specific software to be used shall be determined by the respective individual agreement, as well as by the purpose of the assigned service. Any inclusion of software products not listed below shall only be permissible by written individual agreement. If the inclusion of a specific software product is disputed, it shall be deemed not to be included, in case of doubt.

2.3 CYBERTEC services generally include the following software:

- PostgreSQL
 - Patroni
 - pg_timetable – Advanced Job Scheduling
 - pg_showplans – Monitoring Execution Plans
 - pg_squeeze – Shrinks Tables
 - Walbouncer – Enterprise Grade Partial Replication
 - PL/pgSQL_sec
 - PostgreSQL Transparent Data Encryption (TDE)
 - Data Masking for PostgreSQL
 - PGWatch – PostgreSQL Monitoring Tool
 - oracle_fdw
- pgbackrest
- pgbouncer
- PostGIS

Linux distributions:

RHEL / CentOS

- Oracle Linux
- Ubuntu
- Debian
- SUSE Linux / SLES

UNIX systems:

- FreeBSD

Windows systems:

- Windows Server*

*not all packages and extensions available

Solaris, HP-UX and AIX are included by special arrangement only. The test environment shall be provided by the customer.

3. GENERAL CONDITIONS OF SERVICE

3.1 CYBERTEC's services are generally provided during normal working hours. For services during night hours (20:00-08:00 CET/CEST) as well as for work on weekends and Austrian public holidays, a 100% surcharge per hour applies. This surcharge will not be charged for 24 hour services (24/7 Support Packages and 24/7 Remote DBA).

3.2 In principle, and unless otherwise agreed, all services shall be provided remotely. If the provision of services on site is agreed upon, travel costs and expenses shall be borne by the client in any case.

3.3 Remote access to systems is not required, screen sharing will be used for technical questions or incident analysis. For Remote DBA services, differing provisions are set forth below in these Terms of Service. Deviating provisions may also be included in the individual agreements.

3.4 Online sessions (remote) may not be recorded and (internally) distributed by the customer. In the event of infringement, a contractual penalty of €1000 is agreed upon.

3.5 Unless otherwise stated in the agreement between CYBERTEC and the client, services are invoiced in advance.

3.6 Invoices sent by CYBERTEC are payable within 14 days after receipt of the invoice. It is incumbent on the client to ensure that his remittances are made in time to meet the deadlines stipulated. Otherwise, the client is responsible for the delay and the legal default interest according to § 456 öUGB is agreed upon for the case of the delay in payment. If the delay of the client exceeds 14 days, CYBERTEC is entitled to stop all services. Furthermore, in case of a delay in payment exceeding 14 days, CYBERTEC is entitled to demand immediate payment for all services already rendered, regardless of any payment deadlines.

3.7 All payments are to be made by the client free of all charges and deductions to the bank account disclosed by CYBERTEC. All payments to be made by the client to CYBERTEC are to be understood exclusive of the legal value added tax, as far as an offset of this is not omitted by the use of the reverse charge procedure.

Sales taxes as well as indirect taxes due on the payments are therefore to be paid by the client. Any costs, fees and charges associated with the establishment and execution of an individual agreement between CYBERTEC and the client are to be borne by the client. If CYBERTEC is held liable for such a payment, the client will indemnify and hold CYBERTEC harmless. Furthermore, the client bears all duties resulting from the contractual relationship, e.g. legal transaction fees or withholding taxes. Should CYBERTEC be held liable for such taxes, the client will indemnify and hold CYBERTEC harmless.

4. SUPPORT

4.1 The conclusion of a support contract with CYBERTEC entitles the client to use CYBERTEC technical support within the agreed scope of services (Product Support, 9/5 or 24/7 Basic Support, 24/7 Enterprise Support or 24/7 cloud based Support).

4.2 Only certain specific individuals are entitled to report support cases from the customer's side. Support requests may therefore only be made by administrators who have access to the ticket system (general or personal login).

4.3 Support services are generally provided every day from 0-24 hrs, which means that service is available 24 hours a day. Support services with booked 9/5 support are provided from Monday to Friday between 9-17 hrs CET/CEST. Austrian public holidays and weekends are excluded.

4.4 The scope of services for CYBERTEC PostgreSQL support results from the respective support package booked according to the individual agreement. Not included in the support package are: Administration, project tasks, consulting, training, workshops, migration and similar one-time services.

4.5 A change to a support package with a higher scope of services can be requested by the client at any time and becomes valid at the beginning of the next month.

4.6 Support services that are not included in the 3rd level support package are only provided with regard to the database systems of CYBERTEC's direct contractual partner and not with regard to the database systems of third parties.

4.7 English is defined as the standard language for the provision of support services. Accordingly, answers can only be guaranteed in English 24/7.

4.8 Old PostgreSQL versions are supported by CYBERTEC for two years beyond the end of support through the PostgreSQL community. You can find the history of releases here: <https://www.postgresql.org/support/versioning/>

4.9 Unless otherwise agreed upon, a support agreement becomes effective with the receipt of the booking confirmation by CYBERTEC. The support contract has a minimum runtime of 12 months and will be automatically prolonged thereafter for another 12 months, if it is not terminated beforehand in written form within the notice period of 3 months.

4.10 Each contracting party is entitled to terminate the contract prematurely or without previous notice if a compelling reason exists. A compelling reason shall be deemed to exist in particular if the other contracting partner, despite having been issued a written warning and threatened with termination, violates significant contractual duties or initiates or opens bankruptcy or other insolvency proceedings against the other contracting partner, or is rejected due to a lack of assets, or the services of the other contracting partner are hindered or prevented due to force majeure for a period exceeding six months.

4.11 CYBERTEC is further entitled to terminate the contract prematurely for a compelling reason if significant parameters concerning the provision of services have changed, and for this reason CYBERTEC cannot in economic terms be reasonably expected to continue providing the services.

4.12 Cancellation of support services already ordered is not possible.

4.13 Support services will be invoiced periodically and in advance. The charges are generally based on vCores, whereby a fixed price is to be paid per vCore. All production, replication, backup, and test cores for production systems must be included in the calculation. Not included are "game" installations that are only used for internal testing purposes. As soon as the number of vCores changes, you must inform CYBERTEC.

4.14 Any change in the number of cores has to be communicated to CYBERTEC immediately and becomes effective with regard to the service fee at the beginning of the next billing period.

If the addition of "unlimited support" has been agreed upon due to the installation size, the above rule does not apply. In that case, support services will be invoiced in advance at a fixed price.

CYBERTEC reserves the right to conduct audits to determine installation size. In case of late payment, CYBERTEC reserves the right to stop providing support services.

4.15 CYBERTEC reserves the right to adjust prices to maintain the spending capacity originally agreed upon, once the first 12 months after the support contract came into effect have elapsed.

4.16 CYBERTEC is not obligated to provide technical support after the end of the support period.

4.17 CYBERTEC does not actively monitor customer databases, but only responds when a support case is reported by the client. The service fee is to be paid independent of the utilization of support services.

4.18 Support is generally provided remotely. On-site support is only provided according to a prior agreement and in exceptional cases. Remote access to systems is not required, screen sharing will be used for technical questions or incident analysis. Travel expenses are not included in the service fee and have to be borne by the client.

4.19 There is no guarantee that the support case will be processed by a specific consultant.

4.20 The reporting of a support case has to be done via the systems listed below. If the request is made via another system, processing of the support case and fulfillment of set response times is not guaranteed.

4.21 Support requests usually shall be submitted via the ticket system. The ticket system manages all tickets from the client's organization. Therefore, all users with access rights can view the status of any ticket at any time and take over if necessary. External users that are not part of an organization are not able to view their tickets.

4.22 Notification about status changes and comments will automatically be sent to the ticket creator by e-mail.

The ticket system is publicly accessible and protected by SSL. It is accessed via a user account with password. The corresponding information is sent to the client after the support contract has been concluded.

4.23 Our support channels are:

- The emergency hotline

- Our ticketing system (high priority)

For quick and easy processing of a problem, or for questions or other inquiries, please use our ticketing system (JIRA). In case of emergency, the support hotline is available for urgent help.

4.24 Response Times

The following response times for emergency requests are available:

| Priority | Response Time | Description |
|-----------------|--------------------------|---|
| High Priority | Within 30 minutes | Problems that cause downtime (such as core dumps within PostgreSQL) or problems that lead to data loss or suggest potential data loss and require immediate action are classified as HIGH |
| Medium Priority | Within 4 working hours | Issues that do not endanger the 24x7 operation but which stop development, or may lead to problems in the foreseeable future are classified as MEDIUM. |
| Low Priority | During next business day | Questions that are only intended for clarification or refer to future options or test systems are managed under LOW. |

These response times can only be met for support requests received through our support channels. For all other requests, no preferential treatment can be offered.

For product support requests, we offer support via our ticketing system. The response time for product support requests is “next business day”.

4.25 “Response Time” means the time until the first reaction to the support request.

5. REMOTE DBA

5.1 Unless otherwise specified in this section, the conditions for Support Services set forth in Section 2.1 shall also apply to Remote DBA Services (9/5 or 24/7 Remote DBA, 9/5 Dedicated DBA).

5.2 Within the scope of remote DBA, the client’s databases are completely managed and monitored by CYBERTEC database administrators (DBA’s). In addition, support services are provided.

5.3 Unless a 9/5 Dedicated DBA has been assigned, there is no entitlement to a specific DBA. In case of vacation, sick leave of the Dedicated DBA or in case of his/her leaving the company, another DBA will be provided by CYBERTEC.

5.4 Invoicing is done by analogy to the conditions presented under point 4 on the basis of Instances / Patroni Clusters instead of vCores.

5.5 Access to the clients' systems is provided via

- VPN (IPSec)
- SSH

Unless otherwise agreed upon, service shall be provided via IPSec tunnel and SSH as well as database access. A use of other systems for the provision of services shall only occur in the event that performance of support service via IPSec tunnel and SSH is impossible on the part of the client or on the part of CYBERTEC.

An IPSec tunnel or similar is required to ensure that the systems can be monitored automatically and without personal accounts or two-factor authentication.

For monitoring the databases, a general OS and DB user is required. Personal accounts cannot be used for this purpose.

5.6 Remote DBA services are generally provided every day from 0-24 hrs, which means that the service is available 24 hours a day. 9/5 remote DBA services are provided from Monday to Friday between 9-17 hrs CET/CEST. Holidays and weekends are excluded.

6. CONSULTING

6.1 PostgreSQL Consulting Services include all PostgreSQL Services that are not covered by any other section of these Terms of Service. In particular, they do not include support, remote DBA or training services.

6.2 The scope of services shall be determined by the respective individual agreement. Such agreements are to be interpreted restrictively.

6.3 PostgreSQL Consulting Services are not intended to impart knowledge to the extent and level of detail of a training session. No training materials or other similar materials will be provided.

6.4 Services are in general provided in English. Provision of service in the following languages is also available on request: German, Spanish, Estonian, Polish, Ukrainian, Russian, Bosnian, Croatian, Serbian, Slovenian.

6.5 Unless otherwise agreed upon, services from a consulting offer can be requested for a period of one year. Thereafter, a new agreement must be negotiated. As a rule, the agreement of dates for the provision of services shall take place after the service has been booked.

6.6 Within the scope of the requirement analysis, CYBERTEC consultants only have an advisory role. The requirements analysis serves solely to determine what services are needed based on the client's requirements and systems. No active work on the client's systems will be performed.

6.7 The following applies to Consulting Pools: The client has a time credit that he or she may use on an hourly basis for PostgreSQL Consulting Services. For the use of services within the Consulting Pool, a separate appointment has to be arranged with CYBERTEC each time. Appointments will be assigned according to availability. The client is not entitled to preferential treatment. The Consulting Pool is valid for 12 months. Once booked, a Consulting Pool cannot be canceled.

6.8 In case of cancellation of already scheduled service dates initiated by the client, 50% of the service offered will be charged up to 60 days before the service is to be provided, 75% up to 30 days before, and 100% if the cancellation is made less than 30 days before.

In case of a postponement initiated by the client, the client has to bear 100% of travel expenses already incurred by CYBERTEC. Cancellation fees do not apply in case of postponement.

6.9 Unless otherwise agreed upon, CYBERTEC Consulting Services shall be invoiced periodically and retrospectively on the basis of the established hourly rate. Every hour begun will be fully charged.

6.10 The invoicing of a consulting pool is done in advance, after the contract has been signed. Each hour begun is charged fully and subtracted from the time credit. Unused time credit expires after a period of 12 months.

7. FAULT IN PERFORMANCE; LIABILITY

7.1 If the fulfillment of the contract turns out to be actually or legally impossible during the provision of services, CYBERTEC is obligated to inform the client thereof immediately. The client then needs to adapt the service description or establish appropriate preconditions to make service provision possible. Otherwise, CYBERTEC has the right to reject the provision of services. If the impossibility of fulfillment is the result of a failure of the client or a subsequent change of the service description by the client, CYBERTEC is entitled to withdraw from the contract. CYBERTEC is not

responsible and liable for any damages resulting from a non-fulfillment of the client's obligation to cooperate with the terms of the contract. The related costs and expenses that have been incurred by CYBERTEC up to that point are to be compensated by the client.

7.2 In the case of CYBERTEC's default, the client is only entitled to withdraw from the contract if CYBERTEC has been granted a reasonable grace period in writing by the client for the performance of the agreed service and the following requirements are met: CYBERTEC has not performed the service in its essential parts within this period and furthermore, the agreed date of performance has not been met due to CYBERTEC's sole fault or unlawful action.

7.3 CYBERTEC is obligated to provide the services in accordance with the contract and free of defects. If CYBERTEC does not provide its services at the scheduled times or only in a defective manner, thus with significant deviations from the agreed-upon service description, CYBERTEC is obligated to provide its services properly and free of defects within a reasonable period of time. CYBERTEC may take the option either to repeat the performance of services or to perform necessary rectification work.

7.4 If the defectiveness is based on the client's actions or on a breach of the client's obligations, any obligation to provide rectification of defects free of charge is excluded. In these cases, the services are nevertheless considered to be rendered in accordance with the contract, regardless of possible deviations. At the request of the client, CYBERTEC will provide a remedy of defects at the client's expense. This needs to be agreed upon separately.

7.5 The client will support CYBERTEC in the elimination of defects and provide all information necessary to the fulfillment of the contract. Any defects that occur are to be reported to CYBERTEC immediately, in writing, and with an exact description of the problem. The client must bear any additional expenses for the elimination of defects caused by a delayed report. The provisions of §§ 377 f UGB remain unaffected.

7.6 The shifting of the burden of proof, that is, the obligation of CYBERTEC to prove its innocence of the defect (presumption of defectiveness according to § 924 ABGB), does not apply.

7.7 CYBERTEC is liable for breach of contractual or non-contractual obligations only in case of intent or gross negligence. This exclusion shall not apply in the event of culpable breach of material contractual obligations, insofar as this endangers the main purpose of the contract.

7.8 Where CYBERTEC is also liable for minor negligence, its liability is limited to the extent of damage that CYBERTEC reasonably expects to occur at the time of the conclusion of the contract due to the given circumstances. In cases of liability for minor negligence, CYBERTEC is not liable for subsequent damages, subsequent harm caused by a defect, or loss of profit.

7.9 CYBERTEC is never an operator or host of productive systems. Therefore, CYBERTEC is not liable for data loss that is not caused by CYBERTEC's own fault at service provision, especially if the data loss is caused by hardware failures, improperly programmed applications, or mistakes made by users. If the creation of a physical data backup is expressly agreed upon as a service, liability for the loss of data is not excluded, however, for the restoration of the data, it is limited to a maximum of 10% of the order amount per event of loss. The maximum amount shall however be EUR 15 000.00. All warranty and damage claims on the part of the client exceeding those stated in the respective contract – irrespective of legal grounds – are excluded.

7.10 CYBERTEC is not liable if the loss by the client could have been avoided by reasonable precautionary measures on the part of the client (in particular daily backups of all data and programs), unless the implementation of these precautionary measures has been expressly taken over by CYBERTEC contractually.

7.11 CYBERTEC does not assume any liability or guarantee for the accuracy of the results worked out or determined by CYBERTEC and/or its consultants, if their inaccuracy is the result of incorrect or incomplete provision of information given by the client.

7.12 The above limitations of liability shall also apply in the event that claims for damages are made against employees or representatives of CYBERTEC or other third parties involved.

8. FORCE MAJEURE

8.1 CYBERTEC shall not be liable for any damage resulting from an event in the sphere of the client or a service provider of the Client.

8.2 To the extent that and as long as obligations cannot be met on time or cannot be met correctly due to force majeure, e.g. war, terrorism, natural disasters, fire, strikes, lockouts, embargos, government intervention, power outages, transport failures, telecommunication network or data cable failures, changes in legislation affecting the services after conclusion of the contract or other non-availability of products, this shall not represent a breach of contract. If the obligations could not be fulfilled in due time due to force majeure, CYBERTEC shall be entitled to set a new performance date.

8.3 CYBERTEC shall only be liable for exceeding or failing to comply with a possibly contractually agreed Service Level if CYBERTEC is solely responsible for the excess or failure to comply. This does not apply in particular to disruptions for which CYBERTEC is not directly responsible (e.g. external DNS routing problems, attacks on the client's infrastructure, lack of Internet service, etc.).

9. MISCELLANEOUS

9.1 CYBERTEC will comply with the provisions regarding data privacy set forth at /data-protection-policy/ when handling personal data and adopt all the technical and organisational measures necessary for the protection of data within CYBERTEC's scope of responsibility.

9.2 CYBERTEC shall require their employees to comply with the provisions of § 6 öDSG, including company regulations, and § 11 öUWG.

9.3 The parties shall keep secret all confidential information of the other party that comes to their knowledge in connection with work done under contract and shall protect it with due diligence against disclosure to unauthorized persons. The obligation to maintain secrecy shall persist beyond the end of the contractual relationship. Employees of CYBERTEC as well as subcontractors of CYBERTEC shall not be considered as unauthorized. Employees and third parties assigned by the parties are to be obligated by the assigning party to keep information of the other party that is subject to secrecy confidential.

9.4 Regardless of their form, all data shall be classified as confidential which is identified in writing as being subject to confidentiality or the confidentiality of which clearly results from its nature (in particular trade and business secrets).

Information is not subject to confidentiality if the receiving party can prove that

- the information is or was generally accessible
- the information already was in possession of the receiving party prior to the obligation to maintain secrecy
- the information was independently developed by the party without the use of classified information
- the information was lawfully acquired from a third party who was not under an obligation of confidentiality.

9.5 CYBERTEC is entitled to audit the client's compliance with the terms of the contract itself or through a third party that has been determined by CYBERTEC and is bound to secrecy. The audit shall take place after prior announcement during the usual business hours and in a manner that restricts the client's business operations as little as possible. For this purpose, the client shall grant CYBERTEC access to any

relevant information, databases, log files, etc., enable CYBERTEC or the third party to monitor compliance with the contract and fully support CYBERTEC or the third party in doing so.

9.6 If legally protected documents or services created by the client are made available to CYBERTEC for the provision of services, the client grants CYBERTEC an unrestricted but non-exclusive right of use to these tools in the case of signing of the contract. Such a right is considered to be agreed upon, in the absence of an explicit agreement to the contrary.

9.7 During and for one year after the termination of a contractual relationship between CYBERTEC and the client, the client undertakes not to entice away the employees / subcontractors used for the provision of the services, neither itself nor via third parties. In case of violation, the client is obliged to pay a contractual penalty to CYBERTEC in the amount of twelve times the gross monthly salary that the respective employee / subcontractor last received from CYBERTEC, however, at least the collective agreement salary of an employee of companies in the field of services in automatic data processing and information technology in the experience level for special activities (ST2). Special agreements between CYBERTEC and the client about taking over employees / subcontractors remain unaffected by this provision. No violation of this provision occurs if a person employed by CYBERTEC actively contacts the client.

9.8 The client may only assign rights and transfer obligations arising from the contract between CYBERTEC and the client with CYBERTEC's prior consent. CYBERTEC is entitled to convey contracts concluded with the client with all rights and obligations to a company affiliated with CYBERTEC.

9.9 The services subject to these terms of service may only be used by the client him- or herself. The use of the services by companies other than the client is not permitted. This particularly applies to companies affiliated with the client, members of the group or third parties acting on the client's behalf.

9.10 Contractual as well as legal claims against CYBERTEC become time-barred within a period of one year from the legal beginning of the limitation period. This does not apply to claims based on intentional or grossly negligent behavior of CYBERTEC, its representatives or vicarious agents as well as claims regarding personal injuries. These become time-barred according to legal regulations.

9.11 CYBERTEC is entitled to refer to the client (company name and logo) as a reference customer within the full scope of its commercial activity. This consent can be revoked at any time. The revocation must be made in writing. If the removal of the client as a reference customer is not possible after receipt of the revocation due to technical and/or practical reasons (e.g. already published in print media etc.), no

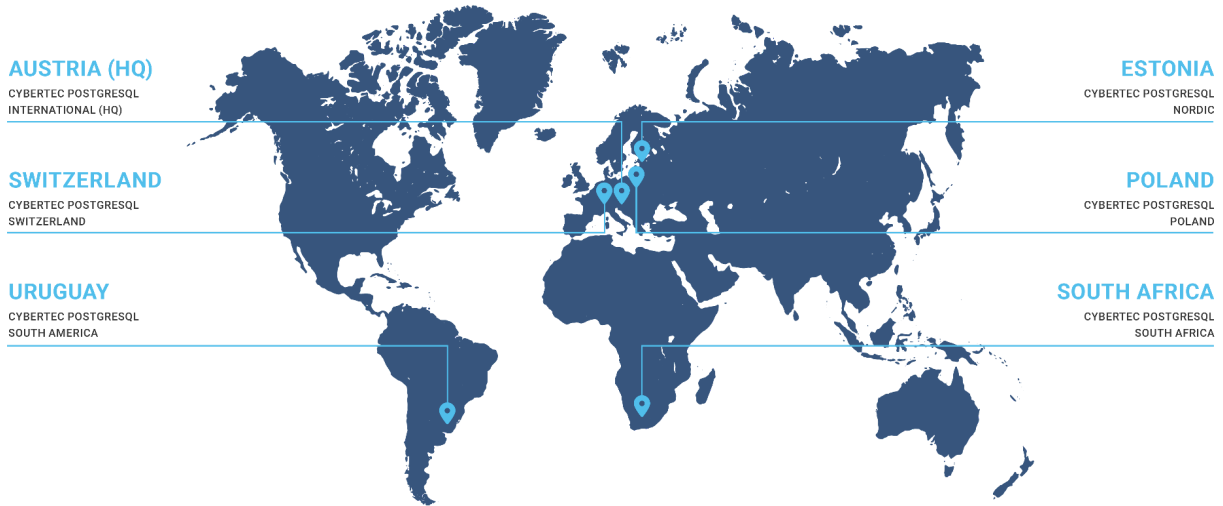
claims of the client can be asserted. The revocation does not affect the validity of these terms of service.

9.12 Austrian substantive law shall apply to this contract. The applicability of the UN Convention on Contracts for the International Sale of Goods is excluded.

9.13 Each party to this agreement irrevocably agrees that the locally competent court for the place of business of CYBERTEC shall have exclusive jurisdiction to hear, settle, and/or determine any dispute, controversy, or claim. CYBERTEC also has the right to sue at the general place of jurisdiction of the client.

9.14 There are no other ancillary agreements or assurances to this agreement, including oral agreements. Any changes and amendments to the contract must be made in writing. This also applies to the annulment of this formal requirement.

9.15 Should one or more provisions of the contract be or become partially or wholly invalid or impracticable, this shall not affect the validity of the remaining provisions. The invalid or impracticable provision shall be replaced by an appropriate valid provision that has, to the greatest extent possible, a similar commercial effect as the invalid or impracticable provision.



AUSTRIA (HQ)

CYBERTEC POSTGRESQL
INTERNATIONAL (HQ)

SWITZERLAND

CYBERTEC POSTGRESQL
SWITZERLAND

URUGUAY

CYBERTEC POSTGRESQL
SOUTH AMERICA

ESTONIA

CYBERTEC POSTGRESQL
NORDIC

POLAND

CYBERTEC POSTGRESQL
POLAND

SOUTH AFRICA

CYBERTEC POSTGRESQL
SOUTH AFRICA

CYBERTEC PostgreSQL International (HQ)

Römerstraße 19
2752 Wöllersdorf
Austria
Phone: +43 (0)2622 93022-0
E-Mail: office@cybertec.at

CYBERTEC PostgreSQL Nordic

Fahle Office
Tartu mnt 84a-M302
10112 Tallinn
Estonia
Phone: +372 712 3013
E-Mail:
nordic@cybertec-postgresql.com

CYBERTEC PG Database Services South America S.A.

Misiones 1486, Piso 3
11000 Montevideo
Uruguay
E-Mail:
latam@cybertec-postgresql.com

CYBERTEC PostgreSQL Switzerland

Bahnhofstraße 10
8001 Zürich
Switzerland
Phone: +41 43 456 2684
E-Mail:
swiss@cybertec-postgresql.com

CYBERTEC PostgreSQL Poland

Pl. Inwalidów 10
01-552 Warsaw
Poland
E-Mail:
poland@cybertec-postgresql.com

CYBERTEC PostgreSQL South Africa

No. 26, Cambridge Office Park
5 Bauhinia Street, Highveld Techno
Park
0046 Centurion
South Africa
Phone: +27(0)012 881 1911
E-Mail:
africa@cybertec-postgresql.com



If you need further information

For more information, or if you have any questions about our range of products, tools and services, contact us. There's no obligation—send us an inquiry via email or give us a call.



Contact

 **CYBERTEC PostgreSQL International GmbH**
Römerstraße 19
2752 Wöllersdorf
AUSTRIA

 + 43 (0) 2622 93022-0
 sales@cybertec-postgresql.com

VERSION HISTORY

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