MARIADB PLC

Filed by

RUNA CAPITAL FUND II, L.P.

FORM SC 13D/A

(Amended Statement of Beneficial Ownership)

Filed 04/26/24

Address	699 VETERANS BLVD REDWOOD CITY, CA, 94063
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SIC Code	6770 - Blank Checks
Industry	Holding Companies
Sector	Financials
Fiscal Year	09/30

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 10)*

MariaDB plc
(Name of Issuer)

Ordinary Shares, $0.01 nominal value per share
(Title of Class of Securities)

G5920M100
(CUSIP Number)

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Runa Capital, Inc.
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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 24, 2024
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box ☒

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d -7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Runa Capital Fund II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,557,043
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,557,043

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,557,043	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.8%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) PN	

1 Based on 67,749,429 ordinary shares, nominal value $0.01 per share ("Ordinary Shares"), outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the "SEC") on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Runa Capital II (GP)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,557,043
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,557,043

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,557,043	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.8%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) OO (Cayman Islands exempted company)	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Runa Capital Opportunity Fund I, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,992,618
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,992,618

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,992,618	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.9%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) PN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Runa Capital Opportunity I (GP)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Cayman Islands	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,711,969
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,711,969

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,711,969	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.0%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) OO (Cayman Islands exempted company)	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Runa Ventures I Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Bermuda	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 719,351
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 719,351

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 719,351	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.1%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) OO (Bermuda company)	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Michael “Monty” Widenius	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Finland	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 400,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 400,000
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 400,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.6%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer’s Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Smartfin Management BV	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Belgium	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 5,878,775
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,878,775

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,878,775	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.7%(1)	
14	TYPE OF REPORTING PERSON (See Instructions) IA	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Smartfin Capital NV	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Belgium	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 2,145,434
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 2,145,434

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,145,434	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.2%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) OO	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Smartfin Capital II CommV	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Belgium	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,733,341
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,733,341

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,733,341	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.5%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) PN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Bart Luyten	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Belgium	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 5,878,775
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 5,878,775

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,878,775	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 8.7%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Jürgen Ingels	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Belgium	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7** SOLE VOTING POWER 48,342[1]	
	8 SHARED VOTING POWER 0	
	9 SOLE DISPOSITIVE POWER 48,342[1]	
	10 SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 48,342[1]	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%[2]	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

1 The Ordinary Shares beneficially owned by Mr. Ingels are comprised of 48,342 restricted stock units of the Issuer that vested and were automatically converted into Ordinary Shares on June 28, 2023, and do not include 182,291 additional restricted stock units of the Issuer granted to Mr. Ingels, as further described in this Schedule 13D.

2 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Open Ocean Opportunity Fund I Ky	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Finland	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 1,802,847
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,802,847
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,802,847	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.7%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) PN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Open Ocean Fund Two Ky	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Finland	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 1,457,649
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,457,649
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,457,649	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.2%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) PN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Patrik Backman	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Finland	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 218,834
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 218,834
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 218,834	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

1	NAME OF REPORTING PERSON. S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Ralf Wahlsten	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	**(a)** ☒ **(b)** ☐
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)	☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Finland	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	SOLE VOTING POWER 27,425
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 27,425
	10	SHARED DISPOSITIVE POWER 0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 27,425	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)	☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%[(1)]	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

1 Based on 67,749,429 Ordinary Shares outstanding as of February 9, 2024, as disclosed in the Issuer's Quarterly Report on Form 10-Q filed with the SEC on February 14, 2024.

Item 2. Identity and Background.

This Amendment No. 10 (the "Amendment") hereby amends the Schedule 13D initially filed by Runa Capital Fund II, L.P., Runa Capital II (GP), Runa Capital Opportunity Fund I, L.P., Runa Capital Opportunity I (GP) and Runa Ventures I Limited (collectively, the "Runa Entities") with the Securities and Exchange Commission (the "SEC") on September 12, 2023 (the "Original Schedule 13D"), as amended by Amendment No. 1 to the Original Schedule 13D filed by the Runa Entities with the SEC on September 18, 2023 ("Amendment No. 1"), Amendment No. 2 to the Original Schedule 13D filed by the Runa Entities with the SEC on September 21, 2023 ("Amendment No. 2"), Amendment No. 3 to the Original Schedule 13D filed by the Runa Entities with the SEC on September 25, 2023 ("Amendment No. 3"), Amendment No. 4 to the Original Schedule 13D filed by the Runa Entities with the SEC on September 29, 2023 ("Amendment No. 4"), Amendment No. 5 to the Original Schedule 13D filed by the Runa Entities with the SEC on October 13, 2023 ("Amendment No. 5"), Amendment No. 6 to the Original Schedule 13D filed by the Runa Entities with the SEC on January 16, 2024 ("Amendment No. 6"), Amendment No. 7 to the Original Schedule 13D filed by the Runa Entities and Michael "Monty" Widenius with the SEC on February 20, 2024 ("Amendment No. 7"), Amendment No. 8 to the Original Schedule 13D filed with the SEC on March 21, 2024 ("Amendment No. 8") by the Runa Entities, Smartfin Management BV, a private limited company organized and existing under the laws of Belgium ("Smartfin Management"), Smartfin Capital NV, a public limited company organized and existing under the laws of Belgium ("Smartfin Capital NV"), Smartfin Capital II CommV, a limited partnership organized and existing under the laws of Belgium ("Smartfin Capital II," and together with Smartfin Capital NV, the "Smartfin Funds"), Bart Luyten, a citizen of Belgium ("Mr. Luyten"), and Jürgen Ingels, a citizen of Belgium ("Mr. Ingels," and together with Smartfin Management, the Smartfin Funds and Mr. Luyten, the "Smartfin Entities"), Michael "Monty" Widenius, and Open Ocean Opportunity Fund I Ky, a Finish limited partnership (kommandiittiyhtiö), Open Ocean Fund Two Ky, a Finish limited partnership (kommandiittiyhtiö), Patrik Backman, and Ralf Wahlsten ("Mr. Wahlsten," and together with Open Ocean Opportunity Fund I Ky, Open Ocean Fund Two Ky and Mr. Backman, the "Open Ocean Entities"), and Amendment No. 9 to the Original Schedule 13D filed by the Runa Entities, Mr. Widenius, the Smartfin Entities and the Open Ocean Entities with the SEC on April 1, 2024 ("Amendment No. 9" and together with the Amendment, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7 and Amendment No. 8, collectively the "Schedule 13D"). This Schedule 13D relates to the ordinary shares (the "Ordinary Shares") of MariaDB plc ("Issuer" or the "Company"). The address of Issuer is 699 Veterans Blvd., Redwood City, CA 94063 and its jurisdiction of incorporation is Ireland. Capitalized terms used but not defined herein have the meanings given to such terms in the Original Schedule 13D or applicable amendment thereto.

This Amendment also amends that statement on Schedule 13D filed by the Smartfin Entities with the SEC on October 12, 2023.

This Amendment is being filed to disclose the events set forth in Item 4.

Item 3. Source or Amount of Funds or Other Consideration

The information in Item 4 is incorporated herein by reference.

Item 4. Purpose of the Transaction

Item 4 of the Schedule 13D is amended to add the following:

Loan Purchase Agreement

On April 24, 2024, the Runa Entities and Meridian Topco LLC ("Topco") entered into that certain Loan Purchase Agreement (the "Purchase Agreement") pursuant to which Topco purchased from RP Ventures LLC ("RPV") all of RPV's right, title, and interest in, to and under the Note for a purchase price of $66.9 million.

Under the terms of the Purchase Agreement, RPV and the Runa Entities agreed on their behalf and on behalf of their affiliates and other related parties (for the avoidance of doubt, not including Issuer) that during the Restricted Period (as defined below), they would not directly or indirectly through any other person (i) object to, challenge, or commence any legal proceedings against Topco or its related parties with respect to, their acquisition of debt or equity securities in Issuer (collectively, the "Contemplated Transactions"), (ii) engage in any action that would reasonably be expected to adversely interfere with, impede, delay, or otherwise affect Topco's or one of its affiliates' consummation of any Contemplated Transaction with certain exceptions, (iii) solicit, initiate or knowingly encourage any proposal or offer to Issuer that constitutes or would reasonably be expected to lead to an alternative transaction to any Contemplated Transaction with other person), (iv) initiate or participate in any communication with third parties with the intention of discouraging or dissuading them from proceeding with any transaction with Topco or one of its affiliates with respect to the debt or equity securities of Issuer, (v) enter into any agreement, purchase agreement, letter of intent, tender agreement, or similar agreement with respect to an alternative transaction to a Contemplated Transaction, (vi) effect or seek, offer or propose to effect, or participate in, knowingly facilitate or knowingly encourage any other person to effect or seek, offer or propose to effect or participate in, any acquisition of any equity interest (or beneficial ownership thereof), or rights or options to acquire any equity interest (or beneficial ownership thereof), any material assets, or any indebtedness or businesses of Issuer, or (vii) take any action that would reasonably be expected to result in a request by a court of competent jurisdiction or a governmental authority to disclose, or would reasonably be expected to cause or require Topco, Issuer or any of their respective related parties to disclose or make a public announcement regarding, any confidential information of Issuer; provided, that, nothing shall restrict the Runa Entities from disposing of any equity securities of Issuer after December 31, 2024 that any of them hold as of April 24, 2024, or from taking any actions in furtherance thereof.

"Restricted Period" means the period commencing on April 24, 2024 and ending on the earlier of (x) April 24, 2027, and (y) the date that (1) no amounts are due or payable under the Note or any other related Note document to Topco or any permitted assignee that is an affiliate of Topco, (2) any person (whether a single purchaser or related group of purchasers), other than Topco or any of its related parties that constitute a group as defined under Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended, acquires in a single transaction or series of related transactions equity securities of Issuer and its Subsidiaries representing more than fifty percent (50%) of the outstanding debt or equity interests in Issuer and its subsidiaries, and (3) neither Topco nor any of its related parties holds any debt or equity interest in Issuer and its subsidiaries.

The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the full text of the Purchase Agreement, a copy of which is attached hereto as Exhibit 99.20 and is incorporated herein by reference.

Irrevocable Undertakings

On April 24, 2024, Meridian Bidco LLC ("Bidco"), an affiliate of K1 Investment Management, LLC, as manager of K5 Private Investors, L.P., announced the terms of its recommended cash offer to acquire the entire issued and to be issued share capital of Issuer for $0.55 per share (the "Cash Offer"); or, as an alternative to the Cash Offer, eligible shareholders of Issuer could elect to receive one unlisted, unregistered non-voting Class B unit of Topco (the "Unlisted Unit Alternative" and with the Cash Offer, collectively, the "Offer"). In connection with the Offer, the Reporting Persons entered into Deeds of Irrevocable Undertakings in which they each agreed to accept or elect (i) the Cash Offer or alternatively (if Bidco or certain affiliates of Bidco elect to switch to a scheme of arrangement with respect to Issuer under the Irish Companies Act 2014) the scheme of arrangement under the Companies Act 2014 or (ii) other than the Runa Entities, the Unlisted Unit Alternative (the "Irrevocable Undertakings"). The Irrevocable Undertakings shall lapse and cease to have any effect on and from the earliest of the following occurrences:

- Bidco and/or Topco publicly announces that it does not intend to make or proceed with the Offer and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Irish Takeover Rules, either at the same time or within two days of such announcement; or
- the Offer lapses, closes or is withdrawn (which, for the avoidance of doubt, will not be deemed to have occurred only by reason of Bidco and/or Topco electing to switch to a scheme of arrangement with respect to Issuer under the Companies Act 2014); or
- the Offer becomes or is declared unconditional in all respects or (where Bidco and/or Topco elects to switch to a scheme of arrangement with respect to Issuer under the Companies Act 2014), the scheme of arrangement under the Companies Act 2014 becomes effective; or
- with respect to the Irrevocable Undertakings entered into by the Runa Entities, the Offer does not become unconditional in all respects (or the scheme of arrangement, if applicable, does not become effective) by December 31, 2024.

The foregoing description of the Irrevocable Undertakings is qualified in its entirety by reference to the full text of the form of Irrevocable Undertaking, a copy of which is attached hereto as Exhibit 99.21 and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Dissolution of Group

In connection with the Offer, RPV, the Smartfin Entities, the Open Ocean Entities and Mr. Widenius entered into a Letter Agreement (the "Letter Agreement") in which they agreed to dissolve the group (as defined pursuant to Rule 13d-5(b)(1)) that they collectively had formed with respect to their ownership of Ordinary Shares and which was disclosed in Amendment No. 8. The Letter Agreement provides that, upon the sale by the Runa Entities (which continue to remain a group, as defined under Rule 13d-5(b)(1)) to Bidco of all of the Ordinary Shares that they own, RPV agreed to promptly pay: $1,905,163 to Smartfin Capital; $1,094,837 to Smartfin Capital II; and $1,250,000 to the Open Ocean Entities.

The foregoing description of the Letter Agreement is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is attached hereto as Exhibit 99.22 and is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth in Item 4 and Item 5 is incorporated herein by reference.

Item 7. Materials to be Filed as Exhibits

99.1	Joint Filing Agreement (previously filed with Amendment No. 8).
99.2	Letter to the Issuer dated September 7, 2023 (previously filed with the Original Schedule 13D).
99.3	Statement Under Irish Takeover Rules Regarding Possible Offer for MariaDB plc (previously filed with Amendment No. 1).
99.4	Letter to the Issuer dated September 20, 2023 (previously filed with Amendment No. 2).
99.5	Commitment Letter, dated September 22, 2023, by and between Runa Capital Fund II, L.P., represented by its general partner Runa Capital II (GP), and MariaDB plc (previously filed with Amendment No. 3).
99.6	Statement by Runa Regarding Corporate Governance Concerns at MariaDB plc and Shareholder Engagement (previously filed with Amendment No. 4).
99.7	Statement Regarding Possible Offer for MariaDB plc (previously filed with Amendment No. 4)
99.8	Opening Position Disclosure Under Rule 8.1(a) and (b) of The Irish Takeover Panel Act, 1997, Takeover Rules, 2022 by an Offeror or an Offeree (previously filed with Amendment No. 4).
99.9	Senior Secured Promissory Note, dated October 10, 2023, by MariaDB plc in favor of RP Ventures LLC (previously filed with Amendment No. 5).
99.10	Statement by Runa Capital II (GP) No Intention to Make an Offer for MariaDB plc and Potential Bridge Loan of up to US$26.5 Million (previously filed with Amendment No. 5).
99.11	First Amendment to Senior Secured Promissory Note, dated January 10, 2024, by and among MariaDB plc, RP Ventures LLC, and the other note parties thereto (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on January 11, 2024).
99.12	Letter Agreement dated February 19, 2024 by and between Runa Capital and Mr. Widenius (previously filed with Amendment No. 7).
99.13	Forbearance Agreement by and among MariaDB plc, MariaDB USA, Inc., MariaDB Canada Corp., MariaDB UK LTD, MariaDB Bulgaria EOOD, RP Ventures LLC, as Agent, and RP Ventures LLC, as Holder, dated as of February 5, 2024 (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer with the Securities and Exchange Commission on February 6, 2024).
99.14	Letter dated March 19, 2024 from the Smartfin Entities to the Board of Directors of MariaDB plc (previously filed with Amendment No. 8).
99.15	Letter dated March 19, 2024 from the Runa Entities to the Board of Directors of MariaDB plc (previously filed with Amendment No. 8).
99.16	Letter dated March 19, 2024 from the Open Ocean Entities to the Board of Directors of MariaDB plc (previously filed with Amendment No. 8).
99.17	Letter dated March 27, 2024 from the Smartfin Entities to the Board of Directors of MariaDB plc (previously filed with Amendment No. 9).
99.18	Letter dated March 27, 2024 from the Runa Entities to the Board of Directors of MariaDB plc (previously filed with Amendment No. 9).
99.19	Letter dated March 27, 2024 from the Open Ocean Entities to the Board of Directors of MariaDB plc (previously filed with Amendment No. 9).
99.20	Loan Purchase Agreement, dated as of April 24, 2024, by and among RP Ventures LLC, Runa Capital II (GP), Runa Capital Opportunity I (GP), Runa Ventures I Limited and Meridian Topco LLC (filed herewith).
99.21	Form of Deed of Irrevocable Undertaking (filed herewith).
99.22	Letter Agreement, by and between RP Ventures LLC, Smartfin Capital II CommV, Smartfin Capital NV, Smartfin Management BV, Open Ocean Opportunity Fund I KY, Open Ocean Fund Two KY, Michael Widenius, Patrik Backman, and Ralf Wahlsten (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of the knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this Amendment to the Statement on Schedule 13D is true, complete and correct.

April 26, 2024

RUNA CAPITAL FUND II, L.P.

By: **Runa Capital II (GP)**
(General Partner)

By: /s/ Gary Carr
Name: Gary Carr
Title: Director

RUNA CAPITAL II (GP)

By: /s/ Gary Carr
Name: Gary Carr
Title: Director

RUNA CAPITAL OPPORTUNITY FUND I, L.P.

By: Runa Capital Opportunity I (GP)
(General Partner)

By: /s/ Gary Carr
Name: Gary Carr
Title: Director

RUNA CAPITAL OPPORTUNITY I (GP)

By: /s/ Gary Carr
Name: Gary Carr
Title: Director

RUNA VENTURES I LIMITED

By: Runa Capital Opportunity I (GP)
(Managing Shareholder)

By: /s/ Gary Carr
Name: Gary Carr

By: /s/ Michael Widenius
Name: Michael Widenius

SMARTFIN MANAGEMENT BV

By: /s/ Bart Luyten
Name: Bart Luyten
Title: Authorized Person

SMARTFIN CAPITAL NV

By: **Smartfin Management BV**, its general partner

By: /s/ Bart Luyten
Name: Bart Luyten
Title: Authorized Person

SMARTFIN CAPITAL II COMMV

By: **Smartfin Management BV**, its general partner

By: /s/ Bart Luyten
Name: Bart Luyten
Title: Authorized Person

/s/ Bart Luyten
Bart Luyten

/s/ Jürgen Ingels
Jürgen Ingels

OPEN OCEAN OPPORTUNITY FUND I KY

By: /s/ Patrik Backman
Name: Patrik Backman
Title: Chief Executive Officer

OPEN OCEAN FUND TWO KY

By: /s/ Patrik Backman
Name: Patrik Backman
Title: Chief Executive Officer

/s/ Patrik Backman
Patrik Backman

Ralf Wahlsten

Exhibit 99.20

Execution Version

LOAN PURCHASE AGREEMENT

Dated as of April 24, 2024

by and among

RP VENTURES LLC

(Seller)

RUNA CAPITAL II (GP)

(Runa Capital II)

RUNA CAPITAL OPPORTUNITY I (GP)

(Runa Capital Opportunity)

RUNA VENTURES I LIMITED

(Runa Ventures)

and

MERIDIAN TOPCO LLC
(Purchaser and Successor Agent)

LOAN PURCHASE AGREEMENT

This LOAN PURCHASE AGREEMENT (this "Agreement") is entered into as of April 24, 2024 by and between **RP VENTURES LLC**, a Delaware limited liability company ("Seller"), **MERIDIAN TOPCO LLC**, a Delaware limited liability company (in its capacity as both "Purchaser" and "Successor Agent"), and, solely for the purposes of Sections 1 and 8 through 21 (inclusive) only, each of **RUNA CAPITAL II (GP)**, a Cayman Islands exempted company ("Runa Capital II"), **RUNA CAPITAL OPPORTUNITY I (GP)**, a Cayman Islands exempted company ("Runa Capital Opportunity"), and **RUNA VENTURES I LIMITED**, a Bermuda company ("Runa Ventures" and, together with Runa Capital II and Runa Capital Opportunity, the "Runa Entities" and each a "Runa Entity").

RECITALS

In exchange for the payment of US$66,852,043.40 (the "Purchase Price"), and for such other good and valuable consideration provided herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Transferred Interests (as hereinafter defined), subject to, and in accordance with, the terms, conditions and provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms shall have the meanings set forth on Schedule A hereto, or if not defined therein or herein, in the Note.

SECTION 2. Nonrecourse Purchase and Assignment. As a result of arms-length negotiations between the parties hereto, in exchange for the payment of the Purchase Price, and for such other good and valuable consideration the sufficiency of which is acknowledged, Seller hereby irrevocably sells, transfers, assigns, grants and conveys to Purchaser and Purchaser hereby irrevocably purchases, assumes and accepts assignment from the Seller, free and clear of all Liens and subject to, and in accordance with, the terms of this Agreement, effective on the Closing Date, the Transferred Interests. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TRANSFERRED INTERESTS ARE BEING SOLD IN AN "AS IS" CONDITION, ON A "WHERE IS" BASIS AND "WITH ALL FAULTS" AS OF THE CLOSING DATE AND WITHOUT RECOURSE OR REPRESENTATION OR WARRANTY OF ANY KIND (EXCEPT FOR SOLELY THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 1(B), 1(C) AND 2 OF SCHEDULE C OF THIS AGREEMENT) TO OR BY SELLER OR ANY SELLER RELATED PARTY, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW, INCLUDING: (A) AS TO THE COMPLETENESS OF ANY INFORMATION CONTAINED IN THE NOTE DOCUMENTS; (B) AS TO THE COLLECTABILITY OF ANY AMOUNT OWED TO SELLER BY ISSUER OR ANY GUARANTOR; (C) AS TO THE DUE EXECUTION OF ANY OF THE NOTE DOCUMENTS BY ISSUER OR ANY GUARANTOR; (D) AS TO THE SOLVENCY OR FINANCIAL CONDITION OF ISSUER OR ANY GUARANTOR; (E) AS TO THE VALIDITY, ENFORCEABILITY, ATTACHMENT, PRIORITY, OR PERFECTION OF ANY SECURITY INTEREST OR OTHER LIEN DESCRIBED IN THE NOTE DOCUMENTS; (F) AS TO THE EXISTENCE, QUANTITY, QUALITY, VALUE OR CONDITION OF ANY COLLATERAL; OR (G) AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY REPORTS OR OTHER INFORMATION PREPARED BY THIRD-PARTIES, INCLUDING AUDITS, APPRAISALS, OPINIONS OF VALUE, ENVIRONMENTAL SITE ASSESSMENTS, LIEN SEARCHES, TITLE SEARCHES, TITLE CERTIFICATES, PROPERTY DESCRIPTIONS, TITLE INSURANCE POLICIES AND PROPERTY SURVEYS, AND ALL RECOURSE, REPRESENTATIONS AND WARRANTIES (EXCEPT FOR SOLELY THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 1(B), 1(C) AND 2 OF SCHEDULE C OF THIS AGREEMENT) ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER, AND PURCHASER IS NOT RELYING UPON, AND SPECIFICALLY DISCLAIMS THAT IT IS RELYING, OR HAS RELIED UPON ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES (EXCEPT FOR SOLELY THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTIONS 1(B), 1(C) AND 2 OF SCHEDULE C OF THIS AGREEMENT) THAT MAY HAVE BEEN MADE BY SELLER OR ANY SELLER RELATED PARTY. FOR THE AVOIDANCE OF DOUBT, THE SELLER SHALL NOT BE OBLIGATED TO (I) ACCEPT A RE-TRANSFER, RE-PURCHASE OR RE-ASSIGNMENT OF THE TRANSFERRED INTERESTS AND (II) SUPPORT ANY LOSSES DIRECTLY OR INDIRECTLY INCURRED BY PURCHASER OR SUCCESSOR AGENT BY REASON OF THE NON-PERFORMANCE OF THE NOTE PARTIES OF THEIR OBLIGATIONS UNDER THE NOTE DOCUMENTS.

SECTION 3. Closing and Related Matters.

(a) Closing. The consummation of the purchase and sale of the Transferred Interests (the "Closing") shall take place remotely via the exchange of documents and signatures on the date hereof (the "Closing Date"). The Closing may not be extended without the prior written approval of both Purchaser and Seller.

(b) Collections Subsequent to the Closing Date. Any and all Collections in respect of the Transferred Interests received on or after the Closing Date shall be for the account of Purchaser. If at any time on or after the Closing Date, the Seller receives any Collection with respect to the Transferred Interests, the Seller shall (i) accept and hold such Collection in trust for the account and sole benefit of the Purchaser and segregate such Collection from all other funds and property held by Seller, (ii) have no equitable or beneficial interest in such Collection, and (iii) reasonably promptly (and in any event within two business days) deliver the Collection (free of any withholding, setoff, recoupment, or deduction of any kind except as required by applicable law) to the Purchaser in the same form received.

(c) Resignation; Appointment. Upon the Closing, (i) Seller shall be deemed to have assigned its rights as Holder and Note Holder and be released from all of its duties, liabilities and obligations in respect thereof under the Note Documents, (ii) Seller shall be deemed to have resigned as Agent, (iii) Purchaser shall become Holder and Note Holder under the Note Documents and shall assume and be responsible for all of the rights, duties, liabilities and obligations of Holder and Note Holder under the Note Documents, and (iv) the Successor Agent shall become and be deemed to have accepted appointment as Agent under the Note Documents (as further provided in that certain (x) Agency Resignation and Assignment Agreement dated as of the Closing Date by and between Seller and Successor Agent and (y) Irish Debenture Administrative Agent Replacement Deed (collectively the "Agency Transfer Documents")) and shall assume and be responsible for all of the rights, duties, liabilities and obligations of Agent thereunder.

(d) Transfer Taxes. Purchaser shall be responsible with respect to any transfer taxes relating to or arising out of this Agreement and the transactions contemplated hereby, including the sale of the Transferred Interests by Seller to Purchaser.

SECTION 4. Seller's Closing Deliverables. At or prior to the Closing, the Seller shall deliver or cause to be delivered to Purchaser:

(a) the Termination Agreement in the form attached hereto as Exhibit B, duly executed by Seller and Michael "Monty" Widenius;

(b) this Agreement, duly executed by Seller;

(c) that certain Agency Resignation and Assignment Agreement, dated as of the date hereof, by and between Seller and Successor Agent, duly executed by Seller;

(d) that certain Irish Debenture Administrative Agent Replacement Deed, duly executed by Seller; and

(e) the Resignation Letters, duly executed by each of Michael Fanfant and Yakob Zubarev.

SECTION 5. Purchaser's Closing Deliverables. At or prior to the Closing, the Purchaser shall deliver or cause to be delivered to Seller:

(a) this Agreement, duly executed by Purchaser (including in its capacity as Successor Agent);

(b) that certain Agency Resignation and Assignment Agreement, dated as of the date hereof, by and between Seller and Successor Agent, duly executed by Successor Agent;

(c) that certain Irish Debenture Administrative Agent Replacement Deed, duly executed by Successor Agent; and

(d) funds in an amount equal to the Purchase Price in lawful currency of the United States and in immediately available funds, to the account of the Seller set forth on Exhibit C hereto.

SECTION 6. Representations and Warranties. Purchaser and Seller hereby make the representations and warranties set forth on Schedule C hereto with respect to such party. For the avoidance of doubt, Seller shall have no responsibility for the condition (financial or otherwise) of the Issuer or any other parties liable under any of the Note Documents or for the ability of the Issuer or such other parties to perform their respective obligations under the Note Documents. The representations and warranties of Purchaser and Seller set forth on Schedule C hereto shall survive until the date that is one year after the Closing Date; provided, that, such one year period shall be automatically extended for such additional time as it may take for a court of competent jurisdiction to deliver a final, non-appealable decision in respect of any claim for a breach of, or inaccuracy in, such representations and warranties, made prior to the expiration of such one year period; provided, further, that a claim for actual common law fraud in the making of the representations and warranties set forth in Schedule C may be sought at any time following the Closing. The representations and warranties made by Purchaser pursuant to this Agreement shall not be impaired by any review or examination of the Note Documents or other documents evidencing or relating to the Transferred Interest or any failure on the part of Purchaser to review or examine any such documents.

SECTION 7. Purchaser Release.

(a) Effective as of the Closing, each of the Purchaser and the Successor Agent on its behalf and on behalf of its Related Parties (each, a "Purchaser Releasor"), hereby unconditionally, irrevocably, voluntarily and knowingly forever releases each of the Seller and the Seller Related Parties (collectively, the "Seller Released Parties") from all claims, counterclaims, demands, damages, losses, costs, expenses (including attorneys' fees), debts, suits, obligations, liabilities, cross-claims, interests, controversies, actions and causes of action of any kind or nature whatsoever, whether individually or collectively, arising on or prior to the date hereof or in the future, whether arising at law or in equity, known or unknown, direct or indirect, actual or potential, liquidated or unliquidated, absolute or contingent, foreseen or unforeseen, asserted or unasserted, and including any rights to indemnity or contribution of which any Purchaser Releasor has ever had, now has or in the future may have in respect of any duty, obligation, act or omission by any Seller Released Party prior to the Closing, in each case, to the extent arising out of, in connection with, or relating to (x) the Seller's ownership of the Transferred Interests or status as a Holder, a Note Holder and/or an Agent under the Note or any other Note Documents (other than any claims against the Seller or any Runa Entity pursuant to this Agreement, which claims, notwithstanding any other provision hereof, are not released pursuant to this Section 7(a)) or (y) any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever arising from, in connection with, or relating to the Note Documents or the transactions contemplated thereby. The release contemplated in this Section 7(a) is expressly intended to benefit, and may be enforced directly by, any Seller Released Party.

(b) The Purchaser and the Successor Agent on its behalf and on behalf of each other Purchaser Releasor, as applicable, hereby expressly agrees that the release contemplated by the foregoing Section 7(a) extends to any and all rights granted under Section 1542 of the California Civil Code ("Section 1542") and any analogous state law or federal law or regulation, and all such rights are hereby expressly, irrevocably and unconditionally waived. Section 1542 reads as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(c) The Purchaser and the Successor Agent on its behalf and on behalf of each other Purchaser Releasor, as applicable, understands that Section 1542, or a comparable statute, rule, regulation or order of another jurisdiction, gives such Person the right not to release existing claims of which such Person is not aware, unless such Person voluntarily chooses to waive this right. Having been so apprised, the Purchaser, and the Purchaser on behalf of each other Purchaser Releasor, nevertheless hereby voluntarily elects to and does waive the rights described in Section 1542, or such other comparable statute, rule, regulation or order, and elects to assume all risks for claims that exist, existed or may hereafter exist in its favor, known or unknown, suspected or unsuspected, arising out of or related to claims or other matters purported to be released pursuant to this Section 7. The Purchaser, and the Purchaser on behalf of each other Purchaser Releasor, acknowledges and agrees that the foregoing waiver is an essential and material term of this Agreement and that, without such waiver, the Seller would not have agreed to the terms of this Agreement. The Purchaser and the Successor Agent on its behalf and on behalf of each other Purchaser Releasor, as applicable, hereby represents to the Seller that it understands and acknowledges that it may hereafter discover facts and legal theories concerning the Seller Released Parties or the subject matter hereof in addition to or different from those which it now believes to be true. The Purchaser and the Successor Agent on its behalf and on behalf of each other Purchaser Releasor, as applicable, understands and hereby agrees that the release set forth in this Section 7 shall remain effective in all respects notwithstanding those additional or different facts and legal theories or the discovery of those additional or different facts or legal theories. The Purchaser and the Successor Agent on its behalf and on behalf of each other Purchaser Releasor, as applicable, assumes the risk of any mistake of fact or applicable law with regard to any potential claim or with regard to any of the facts that are now unknown to it relating thereto.

(d) The Purchaser and the Successor Agent, on its behalf and on behalf of each other Purchaser Releasor, as applicable, covenants that none of the Purchaser, the Successor Agent nor any Purchaser Releasor, as applicable, will (and that each of the Purchaser and the Successor Agent will cause the Purchaser Releasors not to) sue, or bring, assert or otherwise pursue any allegation, claim, proceeding or other action against any of the Seller Released Parties on the basis of any matters released pursuant to this Section 7, regardless of whether such allegation, claim, proceeding or other action is enforceable under, or not prohibited by, applicable law or otherwise. Each of the Purchaser and the Successor Agent, on its behalf and on behalf of each other Purchaser Releasor, as applicable, agrees and acknowledges that it might hereafter discover facts or documents in addition to or different from those which it now knows or believes to be true or exist with respect to the subject matter of any of the claims which it is releasing under Section 7(a), but no Seller Released Party in any capacity shall have any duty to disclose or provide any such facts or documents (whether material or immaterial, known or unknown, suspected or unsuspected, foreseen or unforeseen) to such Purchaser Releasor solely by reason of the releases in Section 7(a), and each Purchaser Releasor shall be deemed to have fully, finally and forever settled and released any and all claims, whether known or unknown, concealed, suspected or unsuspected, contingent or non-contingent, assertable directly or derivatively by class representative or individual, which now exist or heretofore have existed or will in the future exist to the extent such claims are actually released in Section 7(a).

SECTION 8. Seller Release; Certain Agreements.

(a) Effective as of the Closing, the Seller and each Runa Entity on its behalf and on behalf of the Seller Related Parties (each, a "Seller Releasor"), hereby unconditionally, irrevocably, voluntarily and knowingly forever releases each of the Issuer and its Subsidiaries, the Purchaser, the Successor Agent and each of their respective Related Parties (collectively, the "Purchaser Released Parties") from all claims, counterclaims, demands, damages, losses, costs, expenses (including attorneys' fees), debts, suits, obligations, liabilities, cross-claims, interests, controversies, actions and causes of action of any kind or nature whatsoever, whether individually or collectively, arising on or prior to the date hereof or in the future, whether arising at law or in equity, known or unknown, direct or indirect, actual or potential, liquidated or unliquidated, absolute or contingent, foreseen or unforeseen, asserted or unasserted, and including any rights to indemnity or contribution of which any Seller Releasor has ever had, now has or in the future may have in respect of any duty, obligation, act or omission by any Purchaser Released Party prior to the Closing, in each case, to the extent arising out of, in connection with, or relating to (x) the Seller's ownership of the Transferred Interests or status as a Holder, a Note Holder and/or an Agent under the Notes or any other Note Documents, (y) any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever arising from, in connection with, or relating to the Note Documents or the transactions contemplated thereby or (z) the nondisclosure of Seller Excluded Information in connection with the transactions contemplated hereby (collectively, the "Seller Released Claims"). The release contemplated in this Section 8(a) is expressly intended to benefit, and may be enforced directly by, any Purchaser Released Party.

(b) The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, hereby expressly agrees that the release contemplated by the foregoing Section 8(a) extends to any and all rights granted under Section 1542 (as set forth in Section 7(b) above) and any analogous state law or federal law or regulation, and all such rights are hereby expressly, irrevocably and unconditionally waived.

(c) The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, understands that Section 1542, or a comparable statute, rule, regulation or order of another jurisdiction, gives such Person the right not to release existing claims of which such Person is not aware, unless such Person voluntarily chooses to waive this right. Having been so apprised, the Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, nevertheless hereby voluntarily elects to and does waive the rights described in Section 1542, or such other comparable statute, rule, regulation or order, and elects to assume all risks for claims that exist, existed or may hereafter exist in its favor, known or unknown, suspected or unsuspected, arising out of or related to claims or other matters purported to be released pursuant to this Section 8. The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, acknowledges and agrees that the foregoing waiver is an essential and material term of this Agreement and that, without such waiver, the Purchaser would not have agreed to the terms of this Agreement. The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, hereby represents to the Purchaser that it understands and acknowledges that it may hereafter discover facts and legal theories concerning the Purchaser Released Parties or the subject matter hereof in addition to or different from those which it now believes to be true. The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, understands and hereby agrees that the release set forth in this Section 8 shall remain effective in all respects notwithstanding those additional or different facts and legal theories or the discovery of those additional or different facts or legal theories. The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, assumes the risk of any mistake of fact or applicable law with regard to any potential claim or with regard to any of the facts that are now unknown to it relating thereto.

(d) The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, covenants that neither any Runa Entity nor the Seller nor any Seller Releasor will (and that Seller will cause all of Seller Releasors not to) sue, or bring, assert or otherwise pursue any allegation, claim, proceeding or other action against any of the Purchaser Released Parties on the basis of any matters released pursuant to this Section 8, regardless of whether such allegation, claim, proceeding or other action is enforceable under, or not prohibited by, applicable law or otherwise. The Seller and each Runa Entity, and the Seller on behalf of each other Seller Releasor, agrees and acknowledges that it might hereafter discover facts or documents in addition to or different from those which it now knows or believes to be true or exist with respect to the subject matter of any of the claims which it is releasing under Section 8(a), but no Purchaser Released Party in any capacity shall have any duty to disclose or provide any such facts or documents (whether material or immaterial, known or unknown, suspected or unsuspected, foreseen or unforeseen) to such Seller Releasor solely by reason of the releases in Section 8(a), and each Seller Releasor shall be deemed to have fully, finally and forever settled and released any and all claims, whether known or unknown, concealed, suspected or unsuspected, contingent or non-contingent, assertable directly or derivatively by class representative or individual, which now exist or heretofore have existed or will in the future exist to the extent such claims are actually released in Section 8(a). Notwithstanding anything herein to the contrary, the Seller Released Claims shall not include, and nothing contained in this Agreement is intended to limit, impair or otherwise modify or affect, any right or claim of (i) any Seller Releasor, or increase or expand the obligations of any Seller Releasor, under or pursuant to any indemnification, exculpation, expense advancement or other rights that any Seller Releasor may be entitled to solely in their capacity as a manager, director or officer of the Issuer or any of its Subsidiaries (the "Covered Persons") pursuant to applicable law or the organizational documents of the Issuer or any of its Subsidiaries or any existing directors' and officers' liability insurance policy as in effect on the date hereof or any replacement of such policy or (A) that certain Indemnification Agreement, dated as of April 17, 2024 and effective as of October 10, 2023, by and between MariaDB USA, Inc. and Yakov Zubarev and (B) that certain Indemnification Agreement, dated as of April 17, 2024 and effective as of October 10, 2023, by and between MariaDB USA, Inc. and Michael Fanfant, (ii) Seller against the Purchaser pursuant to this Agreement or (iii) any rights that any Seller Releasor may have pursuant to Section 37 and Section 38 of the Note, which rights shall continue to inure to any such Seller Releasor's benefit (collectively, the "Preserved Claims").

(e) The Seller, and the Seller on behalf of each other Seller Releasor, and each Runa Entity, and each Runa Entity on behalf of its Related Parties, hereby acknowledges and agrees that during the period from the Closing Date until the earlier of the date that (x) is three years after the Closing Date and (y) (1) no amounts are due or payable under the Note or any other Note Document to Purchaser or any permitted assignee that is an Affiliate of Purchaser, (2) any Person (whether a single purchaser or related group of purchasers), other than Purchaser or any of its Related Parties that constitute a group as defined under Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended, acquires in a single transaction or series of related transactions Relevant Securities or other equity securities of Issuer representing more than fifty percent (50%) of the outstanding debt or equity interests in Issuer and its Subsidiaries and (3) neither Purchaser nor any of its Related Parties holds any debt or equity interest in Issuer and its Subsidiaries, it shall not and shall cause such other Persons not to, directly or indirectly through any other Person (i) object to, challenge, or commence any legal proceedings against any Purchaser Released Party with respect to, the Purchaser's or any of its Related Parties' acquisition of debt or equity securities in the Issuer or any of its Subsidiaries (collectively, the "Contemplated Transactions"), (ii) engage in any action that would reasonably be expected to adversely interfere with, impede, delay, or otherwise affect Purchaser's or one of its Affiliates' consummation of any Contemplated Transaction (including by acting alone or in concert with others to seek representation on or to control or influence the management, board of directors or policies of the Issuer or its Subsidiaries) (but, for the avoidance of doubt, without limiting any and all Preserved Claims), (iii) solicit, initiate or knowingly encourage any proposal or offer to the Issuer or its Subsidiaries that constitutes or would reasonably be expected to lead to an alternative transaction to any Contemplated Transaction with a Person (other than Purchaser or one of its Affiliates), (iv) initiate or participate in any communication with third parties with the intention of discouraging or dissuading them from proceeding with any transaction with Purchaser or one of its Affiliates with respect to the debt or equity securities of the Issuer or its Subsidiaries, (v) enter into any agreement, purchase agreement, letter of intent, tender agreement, or similar agreement with respect to an alternative transaction to a Contemplated Transaction involving a Person other than Purchaser or one of its Affiliates, (vi) effect or seek, offer or propose (whether publicly or otherwise) to effect, or participate in, knowingly facilitate or knowingly encourage any other Person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, any acquisition of any equity interest (or beneficial ownership thereof), or rights or options to acquire any equity interest (or beneficial ownership thereof), any material assets, or any indebtedness or businesses of the Issuer or any of its Subsidiaries, or (vii) take any action that would reasonably be expected to result in a request by a court of competent jurisdiction or a Governmental Authority to disclose, or would reasonably be expected to cause or require the Purchaser, the Issuer or any of their respective Related Parties to disclose or make a public announcement regarding, any Confidential Information or any matter of the type set forth in this Section; provided, that nothing in this Section 8 shall restrict the Seller, any other Seller Releasor, any Runa Entity, or any Related Party of any Runa Entity, from disposing of any equity securities of the Issuer that any of them hold as of the date hereof after December 31, 2024 or from taking any actions in furtherance thereof, including the solicitation of purchasers for such equity securities; provided, further, that the foregoing proviso shall not be available to Seller, any other Seller Releasor, any Runa Entity, or any Related Party of any Runa Entity, if the failure by Purchaser or any of its Related Parties to acquire such equity securities of the Issuer prior to December 31, 2024, was caused, in any material respect, by the failure of Seller, any other Seller Releasor, any Runa Entity, or any Related Party of any Runa Entity, to comply with the restrictions set forth in this Section 8(e)).

(f) In the event that the Purchaser assigns the Note to a Related Party, Purchaser shall cause such Related Party to assume Purchaser's obligations under this Section 8. Any purported transfer which is not in accordance with the terms and conditions of this Section 8(f) shall be null and *void ab initio* and of no force or effect.

SECTION 9. Confidentiality; Non-Solicitation.

(a) Subject to the exceptions set forth in this Section 9(a), during the period from the Closing Date until the date that is three years after the Closing Date, Seller shall, and shall cause each Seller Related Party (excluding each Runa Entity), and each Runa Entity shall, and shall cause each of its Related Parties that has received Confidential Information (all such Persons, the "Restricted Parties"), not to disclose, and to treat and hold as strictly confidential, all Confidential Information and refrain from using any Confidential Information; provided, that notwithstanding anything herein to the contrary, nothing will prohibit the Restricted Parties from disclosing any Confidential Information to the extent (i) a Restricted Party is making internal announcements to their respective equity holders and prospective equity holders in connection with their fundraising and reporting activities or (ii) any such disclosure is made in connection with and necessary for the enforcement of any right or remedy relating to this Agreement or the transactions contemplated hereby. Upon the request of Purchaser at any time after Closing, the Restricted Parties shall deliver promptly to Purchaser or destroy all tangible embodiments of the Confidential Information in their possession or under their control and provide confirmation thereof in writing; provided, that, notwithstanding anything herein to the contrary, no Restricted Party shall be required to return, destroy or erase (i) any Confidential Information that is contained in any attorney work product created in connection with a transaction with the Issuer or any of its Subsidiaries, the Purchaser or the Successor Agent, (ii) so much of the Confidential Information as the Restricted Party or any of its representatives reasonably believes is necessary to comply with any legal, regulatory or data protection requirements or bona fide pre-existing document retention policies or (iii) so much of the Confidential Information which is contained in an archived computer system in accordance with such Person's security, backup and/or disaster recovery procedures. If a Restricted Party or any of the Restricted Party's Related Parties is requested or required to disclose any Confidential Information under applicable law, the Restricted Party shall, to the extent practicable, notify Purchaser promptly so that Purchaser may seek, at its own cost and expense, an appropriate protective order or waive compliance with the provisions of this Section 9(a). In the absence of a protective order or the receipt of a waiver hereunder, the Restricted Party or its Related Party may disclose Confidential Information to any Governmental Authority, but only to the extent to which their respective counsel advises such Restricted Party or its Related Party is legally required or requested to disclose, without liability hereunder; provided, that such Person shall use its commercially reasonable efforts to obtain an order or other assurance at the Purchaser's sole cost and expense that confidential treatment shall be accorded to such Confidential Information. Notwithstanding the foregoing, no such notice shall be required in the case of routine requests for information from any Restricted Party or its Related Parties by bank, securities, tax, regulatory, professional or similar authorities with jurisdiction over any Restricted Party or any of its Related Parties, as applicable (which may include any bank regulator or public accounting oversight body), or in connection with any response thereto; provided that the proceeding or request is not specifically targeted at the Issuer or any of its Subsidiaries, the Purchaser, the Successor Agent or any of their respective Related Parties, or the Confidential Information, and the Restricted Party or its Related Party, as applicable, uses commercially reasonable efforts to ensure confidential treatment of such requested information at the Purchaser's sole cost and expense.

(b) During the period from the Closing Date until the earlier of the date that (x) is three years after the Closing Date and (y) (1) no amounts are due or payable under the Note or any other Note Document to Purchaser or any permitted assignee that is an Affiliate of Purchaser, (2) any Person (whether a single purchaser or related group of purchasers), other than Purchaser or any of its Related Parties that constitute a group as defined under Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended, acquires in a single transaction or series of related transactions Relevant Securities or other equity securities of Issuer and its Subsidiaries representing more than fifty percent (50%) of the outstanding debt or equity interests in Issuer and its Subsidiaries and (3) neither Purchaser nor any of its Related Parties holds any debt or equity interest in Issuer and its Subsidiaries, the Seller shall not, and shall cause each Seller Related Party (excluding each Runa Entity) not to, and each Runa Entity shall not, and shall cause each of its Related Parties (collectively, the "Restricted Group") not to, for itself or on behalf of another Person (i) (x) directly or indirectly solicit for employment or knowingly encourage any employee, consultant, adviser, or independent contractor of the Issuer or its Subsidiaries who was employed, hired or engaged by the Issuer or its Subsidiaries immediately prior to the Closing to leave the employ, service relationship or engagement of the Issuer or its Subsidiaries, or in any way knowingly interfere adversely with the relationship between the Issuer or its Subsidiaries and any such employee, consultant, adviser, or independent contractor who was an employee, consultant, adviser, or independent contractor of the Issuer or its Subsidiaries as of the Closing or (y) employ, hire or engage any such Person who is or was, at any time within 12 months of such proposed employment, hiring or engagement, employed, hired or engaged by the Issuer or its Subsidiaries (provided, that the foregoing clause (i) shall not prohibit any member of the Restricted Group from engaging in solicitations for employees, consultants, advisers or independent contractors, so long as such solicitations are general in nature, do not specifically target employees, consultants, advisers or independent contractors of the Issuer or its Subsidiaries, and do not result in the employment or engagement of such Persons who respond to such general solicitations), (ii) intentionally and actively induce, any specific customer, supplier, licensor, licensee, vendor, lessor or other material business relation of the Issuer or its Subsidiaries as of the Closing (each a "Business Relation") to cease doing business with, or otherwise modify adversely the business done with, the Issuer or its Subsidiaries or (iii) in any way knowingly and intentionally interfere with the relationship between any specific Business Relation and the Issuer or its Subsidiaries that is in effect as of the Closing.

(c) During the period from the Closing Date until the earlier of the date that (x) is three years after the Closing Date and (y) (1) no amounts are due or payable under the Note or any other Note Document to Purchaser or any permitted assignee that is an Affiliate of Purchaser, (2) any Person (whether a single purchaser or related group of purchasers), other than Purchaser or any of its Related Parties that constitute a group as defined under Rule 13d-5(b)(1) promulgated under the Securities Exchange Act of 1934, as amended, acquires in a single transaction or series of related transactions Relevant Securities or other equity securities of Issuer and its Subsidiaries representing more than fifty percent (50%) of the outstanding debt or equity interests in Issuer and its Subsidiaries and (3) neither Purchaser nor any of its Related Parties holds any debt or equity interest in Issuer and its Subsidiaries, the Seller shall not, and shall cause each Seller Related Party (excluding each Runa Entity) not to, and each Runa Entity shall not, and shall cause each of its Related Parties not to, directly or indirectly, for itself or on behalf of another Person (i) (1) create, develop or otherwise produce or invest in (including by investing in any Person but excluding, for clarity, charitable donations or contributions to, sponsorships or forums of and similar activities involving the MariaDB Foundation or any of its Subsidiaries) any open source based SQL database that use or are forked from any portion of the existing source code of the MariaDB Foundation, Issuer and/or its Subsidiaries, including without limitation MySQL, and that are or would reasonably be expected to be competitive with the products or services provided by Issuer and/or its Subsidiaries as of the Closing or (2) use any portion of the existing source code of MariaDB Foundation, Issuer and/or its Subsidiaries as of the Closing to create, develop, or produce a competitive product or service to such products or services provided by Issuer and its Subsidiaries as of the Closing, or (ii) solicit Michael "Monty" Widenius for employment or any consultant, independent contractor or other engagement, or otherwise any commercial relationship, or employ or engage him in any such capacity, or otherwise enter into any commercial agreement or arrangement with him that adversely interferes in any material respect or would reasonably be expected to adversely interfere in any material respect with the relationship between Mr. Widenius and Issuer or any of its Subsidiaries (provided, that the restriction in this clause (ii) shall not prohibit interactions between (x) on the one hand, Seller, any Seller Related Party, any Runa Entity or any of their Related Parties, and, on the other hand, Mr. Widenius, that do not directly or indirectly relate to such employment, consulting, independent contractor or other commercial relationship or (y) on the one hand, Acronis AG, a company organized under the laws of Switzerland ("Acronis AG"), and, on the other hand, Mr. Widenius, so long as none of Seller, any Seller Related Party, any Runa Entity or any of their Related Parties (in each case, other than Acronis AG) causes, directs or actively facilitates or encourages Acronis AG to take any action prohibited by this Section 9(c).

(d) Notwithstanding anything to the contrary in this Section 9 (but subject to the following provisions of this Section 9(d)), actions of any portfolio company (as such term is used in the investment industry) of Seller or any Runa Entity or of any of their Related Parties or affiliated investment funds shall not be considered a breach of the restrictions in Section 9 of this Agreement unless (i) such portfolio company has received Confidential Information from Seller, any Seller Related Party, any Runa Entity or any of such Runa Entity's Related Parties (each such Person, excluding any portfolio company of any such Person, a "Runa Affiliated Person"), or (ii) any Runa Affiliated Person has directed, actively facilitated, encouraged, or caused the portfolio company to engage in such activities that are proscribed under this Section 9. Notwithstanding the forgoing, Confidential Information will not be deemed to have been received by a portfolio company under clause (i) above from a Runa Affiliated Person solely as a result of any Runa Affiliated Person (whether or not such Person has been provided with or has knowledge of Confidential Information) serving as a director, officer, board observer or manager of such portfolio company.

SECTION 10. Governing Law; Dispute Resolution; JURY WAIVER. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware and the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO DISPUTES ARISING UNDER THIS AGREEMENT AND CONSENT TO A BENCH TRIAL WITH THE APPROPRIATE JUDGE ACTING AS THE FINDER OF FACT.

SECTION 11. Modification; Waiver in Writing. This Agreement shall not be modified, cancelled or terminated except by an instrument in writing signed by the party against whom enforcement of such modification, cancellation or termination is being sought. The party seeking modification of this Agreement shall be solely responsible for any and all expenses that may arise in order to modify this Agreement. No waiver of any condition or of any failure of any party to comply with any covenant or other obligation hereunder shall be valid unless set forth in a writing signed by the party against whom such waiver is to be enforced. No waiver by any party of any condition or failure of any party to comply with any covenant or other obligation, whether intentional or not, shall be deemed to extend to any other prior or subsequent condition or failure to comply with any covenant or other obligation, or affect any rights arising by virtue of any other prior or subsequent such occurrence.

SECTION 12. Successors and Assigns; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither this Agreement, the Transferred Interests (including any Proceeds in respect of the Transferred Interests), nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party without the prior written consent of the other parties hereto, and any such purported assignment or delegation without such consent shall be void ab initio; provided that notwithstanding the foregoing, Purchaser may assign and transfer the Transferred Interests (including any Proceeds in respect of the Transferred Interests) or any of its rights, interests or obligations hereunder to any of its Affiliates without Seller's consent so long as the Transferred Interests (including any Proceeds in respect of the Transferred Interests) and any obligations of Purchaser hereunder are simultaneously transferred to such Affiliate. Except as expressly provided herein (including in Sections 7(a) and 8(a), in respect of, respectively, Seller Released Parties and Purchaser Released Parties that are third-party beneficiaries thereof), none of the provisions of this Agreement shall be for the benefit of or enforceable by any Person not a party hereto.

SECTION 13. Notices. All communications between the parties or notices or other information sent under this Agreement shall be in writing, hand-delivered or sent by overnight courier, mailed by certified or registered mail or emailed, addressed to the relevant party at its address or email address specified in the signature blocks to this Agreement or at such other address or email address as such party shall designate in writing. All such communications and notices shall be effective upon receipt.

SECTION 14. Headings; Etc. The headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise set forth herein, all references herein to a specified Section shall mean and refer to the specified Section of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 16. Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings and negotiations, written or oral, between the parties.

SECTION 17. Rules of Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits hereto. The words "including" and "includes" when used in this Agreement shall be deemed followed by the words "without limitation".

SECTION 18. Further Assurance. Each party agrees that, from and after the Closing, it shall execute, acknowledge and deliver such other instruments, documents, certificates, Irish Companies Registration Office filings and notices, and take such actions as the other parties may reasonably request, and at the requesting party's sole cost and expense, in order to effectuate the purposes of and transactions described in this Agreement; provided, that, notwithstanding anything to the contrary, all such documents to be executed and actions to be taken by Seller shall be without recourse, representation or warranty of any kind, except as expressly provided in Sections 1(b), 1(b) and 2 of Schedule C of this Agreement. To the extent permitted by applicable law, Purchaser agrees to assume, as of the Closing Date, all obligations with respect to federal, state and local income tax informational reporting related to the Transferred Interest with respect to periods after the Closing Date. Purchaser further agrees to use commercially reasonable efforts to cooperate with Seller to the extent reasonably necessary to allow Seller to fulfill its obligations with respect to such informational reporting for such Transferred Interest for the period prior to the Closing Date. This covenant shall survive the Closing of the transactions described in this Agreement.

SECTION 19. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any term of this Agreement or the application of any such term to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 20. Specific Performance. Each party hereto acknowledges and agrees that if any provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached (including if the Closing is not consummated by any party) then money damages would be inadequate (and therefore, the non-breaching party would have no adequate remedy at law) and the non-breaching party would be irreparably damaged. Accordingly, each party hereto agrees that each other party may be entitled to specific performance, an injunction or other equitable relief (without posting any bond or other security or needing to prove irreparable harm or damages) to prevent any breach or threatened breach of this Agreement and to enforce specifically the terms hereof and obligations of the other parties to this Agreement in any action instituted in any court of competent jurisdiction, in addition to any other remedy to which such party may be entitled at law, in equity or pursuant to this Agreement. This right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without such rights no party would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that any other party otherwise has an adequate remedy at law.

SECTION 21. LIMITATION ON DAMAGES. NO PARTY HERETO SHALL BE ENTITLED TO RECOVER FROM ANY OTHER PARTY ANY EXEMPLARY OR PUNITIVE DAMAGES (EXCEPT AS MAY BE AWARDED TO ANY THIRD PARTY THAT IS NOT A RELATED PARTY OF PURCHASER OR THE ISSUER) ON ACCOUNT OF ANY BREACH OF THIS AGREEMENT.

SECTION 22. D&O Coverage. If, at such time that coverage under the Issuer's existing officers' and directors' liability insurance shall terminate as a result of any transaction (including upon the consummation of the Contemplated Transactions), and Purchaser or any Related Party has the power and authority to cause the Issuer to purchase an officers' and directors' liability "tail" insurance policy, then, unless such "tail" insurance policy has previously been purchased by the Issuer, Purchaser shall at such time (or as soon as reasonably practicable thereafter) cause the Issuer to purchase such "tail" insurance policy at the sole cost and expense of Issuer or the Purchaser and/or the Related Parties of Purchaser (which costs and expenses shall be funded by Issuer, the Purchaser and/or a Related Party of the Purchaser at the time of such policy being bound) that provides customary "tail" coverage for Covered Persons (the "D&O Coverage") on terms (including limits on liability) no less favorable than the directors' and officers' liability insurance policy providing coverage to the Covered Persons immediately prior to Closing. For so long as Issuer is a Related Party of Purchaser or Purchaser or a Related Party of Purchaser otherwise has the power and authority to control the Issuer, Purchaser shall, and shall cause Issuer to, (a) cooperate with the Covered Persons so that they can effectively avail themselves of the D&O Coverage on the same basis as the other insureds who are natural persons under the D&O Coverage, and (b) for a period of six years from the date on which Purchaser and/or a Related Party of Purchaser gains such control (or such lesser period in the event that Purchaser subsequently ceases to hold or control a majority of such securities), not, and cause the Issuer not to (i) take any action to cause the D&O Coverage (or any officers' and directors' liability insurance then in effect) to be cancelled or any provision therein, without the prior written consent of the Covered Persons, to be amended or waived in a manner adverse to the Covered Persons or (ii) cause any changes or amendments to the organizational documents of the Issuer or any of its Subsidiaries that would adversely affect the rights of the Covered Persons thereunder with respect to exculpation from liability, indemnification or advancement of expenses in respect of acts or omissions of such Covered Persons. If Purchaser or the Issuer, or any of their respective successors or assigns, (x) consolidates with or merges into any other Person, (y) transfers all or substantially all of its properties or assets to any other Person or (z) no longer has the power, directly or indirectly to direct or cause the direction of management or policies of the Issuer or its Subsidiaries, whether by contract or otherwise, then, and in each case, commercially reasonable efforts shall be used to provide that the successors and assigns of Purchaser, such Purchaser Related Party or the Issuer, as the case may be, are required to honor Purchaser's obligations set forth in this Section 22. In connection with the forgoing obligations of Purchaser, Purchaser agrees to (a) pay (or cause Issuer to pay) all costs and expenses when required to be funded to bind the D&O Coverage in accordance herewith and (b) not, prior to satisfying its obligations in the foregoing clause (a), pay or cause any of its Related Parties to pay the costs and expenses of any officers' and directors' liability insurance providing coverage to directors and officers of Issuer in office immediately following Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SELLER:

RP VENTURES LLC,
a Delaware limited liability company

By: /s/ Michael Fanfant
Name: Michael Fanfant
Title: Manager

Address:	595 Pacific Ave, Floor 4, San Francisco, CA 94133
Email address:	rpventrues@gmail.com
Attention:	Michael Fanfant, Manager

PURCHASER AND SUCCESSOR AGENT:

MERIDIAN TOPCO LLC,
a Delaware limited liability company

By: /s/ Sujit Banerjee
Name:Sujit Banerjee
Title: President

Address:

c/o K1 Investment Management
875 Manhattan Beach Blvd.
Manhattan Beach, California 90266
Email address: sbanerjee@k1ops.com
Attention: Sujit Banerjee

RUNA ENTITIES:

RUNA CAPITAL II (GP),
a Cayman Islands exempted company

By: /s/ Gary Carr
Name:Gary Carr
Title: Director

RUNA CAPITAL OPPORTUNITY I (GP),
a Cayman Islands exempted company

By: /s/ Gary Carr
Name:Gary Carr
Title: Director

RUNA VENTURES I LIMITED,
a Bermuda company
By: Runa Capital Opportunity I (GP)
(Managing Shareholder)

By: /s/ Gary Carr
Name:Gary Carr
Title: Director

Address: 595 Pacific Ave, Floor 4,
San Francisco, CA 94133
Email address: notices@runacap.com
Attention: Gary Carr, Director

SCHEDULE A

Definitions

(a) "Affiliate" of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and (b) any officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to (x) vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or (y) direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(b) "Agreement" has the meaning set forth in the Preamble to this Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(c) "Closing" has the meaning set forth in Section 3(a) of this Agreement.

(d) "Closing Date" has the meaning set forth in Section 3(a) of this Agreement.

(e) "Collateral" means any and all property, whether real or personal, tangible or intangible, of whatever kind and wherever located, whether now owned or hereafter acquired or created, in or over which any Lien has been, or is purported to have been, granted to or for the benefit of any Holder, Note Holder and/or the Agent under the Note or any other Note Document including the Collateral Agreements.

(f) "Collateral Agreements" mean each of the (i) Irish Law Debenture, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or modified from time to time), by Issuer in favor of Seller (as Administrative Agent) and (ii) the New York Law Guarantee and Collateral Agreement, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or modified from time to time), by each Note Party thereto in favor of Seller (as Agent).

(g) "Collections" means all payments and other distributions of cash, securities, notes or other property (including Collateral) received under or in respect of the Transferred Interests.

(h) "Confidential Information" means all information of a confidential or proprietary nature (whether or not specifically labeled or identified as "confidential"), in any form or medium, that relates to the Issuer and its Subsidiaries and their respective Related Parties, the business, operations and condition (financial or otherwise) of the Issuer and its Subsidiaries, the Transferred Interests, the Purchaser and its Related Parties, the negotiation and consummation of the transactions contemplated hereby and in the other documents to be delivered by Seller pursuant to Section 4, or the existence of this Agreement. For the avoidance of doubt, Confidential Information does not include (a) information which is or becomes generally available to the public, other than as a result of a disclosure by Seller or any of its Related Parties in violation of this Agreement or other confidentiality obligation to which any of them is bound or (b) information which becomes available on a non-confidential basis from a source other than the Issuer and its Subsidiaries, the Purchaser, the Successor Agent and each of their respective Related Parties unless such source was known or could reasonably be determined by the Seller or its Related Parties to be under a confidentiality obligation with respect to such information.

(i) "Governmental Authority" means any foreign, Federal, state, municipal or other governmental department, agency, institution, authority, regulatory body, court or tribunal, and includes arbitration bodies, whether governmental, private or otherwise.

(j) "Irish Debenture Administrative Agent Replacement Deed" means that certain deed, dated the date hereof, and made between Seller (as Agent) and Successor Agent as successor Administrative Agent.

(k) "Issuer" means MARIADB PLC, an Irish public limited company.

(l) "Judgment" means, in respect of the Note or any other Note Document, any judgment in favor of Seller and enforcing the Issuer's or any of its Subsidiaries' obligations under or in respect of such Note or other Note Document.

(m) "Lien" means a pledge, claim, lien, charge, mortgage, encumbrance, or any security interest.

(n) "Note" means that certain Senior Secured Promissory Note in the original principal amount of $26,500,000.00, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among the Issuer and the Seller.

(o) "Note Documents" means the Note, the Guaranty and Collateral Agreement (as defined in the Note), any other Collateral Agreement, any other pledge agreement, security agreement or any other agreement concerning or relating to the Collateral, any control agreement and any other agreement executed by the Seller or any of its Subsidiaries in connection with, or in relation to, any of the foregoing, including those set forth on Schedule B hereto, in each case, which have been received by Seller and are effective as of the Closing Date. Notwithstanding anything to the contrary, no agreements or documents related to the Seller Related Parties' ownership of the equity interests of Issuer shall constitute Note Documents.

(p) "Person" means any natural person, corporation, partnership, trust, limited liability company, association, or any other entity, whether acting in an individual, fiduciary or other capacity.

(q) "Proofs of Claim" means, in respect of the Note or any other Note Document, any proof of claim filed by Seller pursuant to any bankruptcy, insolvency or similar laws or statutes (including Title 11 of the United States Code, as amended, supplemented or replaced) in connection with the Note or such other Note Document.

(r) "Purchase Price" has the meaning set forth in the Recitals to this Agreement.

(s) "Purchaser" has the meaning set forth in the Preamble to this Agreement.

(t) "Purchaser Excluded Information" has the meaning set forth in Section 1(a)(v) of Schedule C hereto.

(u) "Related Parties" means, with respect to any Person, such Person's past, present and future, direct or indirect Affiliates (including, for the avoidance of doubt with respect to (i) Purchaser and each fund or investment vehicle controlled by or under common control of Purchaser, and solely on and after the Closing Date, the Issuer and its Subsidiaries, and (ii) Seller and each Runa Entity, each fund or investment vehicle controlled by or under common control of any of them), and the partners, members, shareholders, directors and/or managers, officers, employees, agents, attorneys-in-fact, trustees and advisors of such Person and of such Person's Affiliates, and each of their respective successors and assigns; provided, that, in no event shall Seller, any Seller Related Party, any Runa Entity or any of its Related Parties be deemed to be a Related Party of the Issuer or any of its Subsidiaries and in no event shall Seller Related Parties include (i) the Issuer or any of its Subsidiaries, Smartfin Management BV, Smartfin Capital NV, Smartfin Capital II Commv, Open Ocean Opportunity Fund I Ky, or Open Ocean Fund Two Ky or (ii) any of their Affiliates, investment or other advisors, employees, officers, directors, managers, agents, counsels or other representatives, except, in each case with respect to this clause (ii), unless such Person is a Runa Entity or a general partner, member, shareholder, director, manager, officer, employee, attorney-in-fact, trustee or advisor of Seller or such Runa Entity.

(v) "Relevant Securities" has the meaning given to that term in the Irish Takeover Panel Act 1997, Takeover Rules 2022.

(w) "Resignation Letters" means resignation letters in the form agreed by the parties, signed by Michael Fanfant and Yakob Zubarev, resigning as directors of the Issuer.

(x) "Seller" has the meaning set forth in the Preamble to this Agreement.

(y) "Seller Related Parties" means with respect to Seller any and all of its past, present or future direct or indirect Affiliates, and their respective partners, members, shareholders, directors and/or managers, officers, employees, agents, attorneys-in-fact, trustees and advisors, and each Runa Entity and any Affiliates, partners, members, shareholders, directors and/or managers, officers, employees, agents, attorneys-in-fact, trustees and advisors of such Runa Entity and each of their respective successors and assigns; provided, that, in no event shall Seller Related Parties include (i) Issuer or any of its Subsidiaries, Smartfin Management BV, Smartfin Capital NV, Smartfin Capital II Commv, Open Ocean Opportunity Fund I Ky, or Open Ocean Fund Two Ky or (ii) any of their Affiliates, investment or other advisors, employees, officers, directors, managers, agents, counsels or other representatives, except, in each case with respect to this clause (ii), unless such Person is a Runa Entity or a general partner, member, shareholder, director, manager, officer, employee, attorney-in-fact, trustee or advisor of Seller or such Runa Entity.

(z) "Seller Excluded Information" has the meaning set forth in Section 1(b)(vi) of Schedule C hereto.

(aa) "Successor Agent" has the meaning set forth in the Preamble to this Agreement.

(bb) "Transferred Interests" means any and all of Seller's obligations, liabilities, right, title, and interest, in, to and under the Note and any other documents or instruments delivered pursuant thereto to the extent related, including any other Note Document, in each case solely in its capacity as Agent, a Holder and/or a Note Holder under the Note Documents, and to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Seller (in its capacity as Agent, a Holder and/or a Note Holder) against any Person (including the Issuer or any of its Subsidiaries or any of their Affiliates but, notwithstanding anything to the contrary, excluding Seller and the Seller Related Parties), whether known or unknown, contingent or absolute, arising under or in connection with the Note, any other documents or instruments delivered pursuant thereto (including any Note Document) or the credit transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned referenced above and if applicable, the following: (a) all amounts payable and all Obligations owed to Seller under (or in relation to) the Note or any other Note Documents; (b) the Note and the Note Documents; (c) all Judgments, if any; (d) the Proofs of Claim, if any; (e) all guaranties, rights to Collateral and any security of any kind for or in respect of the foregoing and any proceeds related thereto; and (f) all cash, securities, notes or other property, and all setoffs and recoupments received, applied or effected by or for the account of Seller, in each case, on or after Closing from the Issuer or any of its Subsidiaries, in each case in respect of the Note. Notwithstanding anything to the contrary, the following shall not constitute Transferred Interests, shall be excluded from the definition of "Transferred Interests" and shall be retained by the Seller and Seller Related Parties, as applicable: (i) any equity interests of Issuer owned by Seller or the Seller Related Parties, (ii) any rights of Seller under this Agreement, the Agency Transfer Documents or any other related documents executed in connection herewith and therewith, and (iii) all interest, fees and other expenses paid or reimbursed (including any application of cash collateral to such expenses to the extent disclosed in writing to Purchaser prior to Closing) by the Note Parties to Seller or the Seller Related Parties prior to the Closing.

SCHEDULE B

Note Documents

1. Senior Secured Promissory Note dated October 10, 2023 by Issuer and the other Note Parties party thereto and Seller as Holder and Agent.

2. First Amendment to Senior Secured Promissory Note dated January 10, 2024 by Issuer and the other Note Parties party thereto and Seller as Holder and Agent.

3. Forbearance Agreement dated as of February 5, 2024 by Issuer and the other Note Parties party thereto and Seller as Holder and Agent.

4. Guarantee and Collateral Agreement dated October 10, 2023 by Issuer and the other Note Parties party thereto and Seller as Agent.

5. Patent Security Agreement dated as of October 10, 2023 by MariaDB USA, Inc. in favor of Seller as Agent.

6. Debenture, dated as of October 10, 2023 between Issuer and Seller as Agent.

7. Deposit Account Control Agreement dated as of December 12, 2023 by and among MariaDB USA, Inc., Seller as Agent and Bank of America, N.A.

8. Amended and Restated Deposit Account Control Agreement dated as of February 23, 2024 by and among MariaDB USA, Inc., Seller as Agent and Bank of America, N.A.

SCHEDULE C

Representations and Warranties

SECTION 1. Representations and Warranties of Seller and Purchaser.

(a) General Representations of Purchaser. Purchaser (including in its capacity as Successor Agent) hereby represents and warrants to Seller that, as of the date hereof:

(i) Organization and Authority. Purchaser is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. Purchaser has the right and the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and its representatives executing this Agreement on its behalf are duly authorized to do so. Purchaser has taken all limited liability company action necessary to execute this Agreement and to perform its obligations hereunder, and no other limited liability company action on the part of Purchaser is necessary to authorize the execution and performance of this Agreement by Purchaser.

(ii) Due Execution. None of the execution, delivery and performance of this Agreement by Purchaser or the consummation of the transactions contemplated by this Agreement by Purchaser will: (A) violate or conflict with any provision of the organizational or governing documents of Purchaser or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material agreement or other instrument to which Purchaser is a party, or (B) to Purchaser's actual knowledge, constitute a violation by Purchaser of any statute, law or regulation that is applicable to Purchaser.

(iii) Binding Agreement. This Agreement, assuming due authorization, execution and delivery by Seller and each Runa Entity, is a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms (except (1) as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws or equitable principles limiting the rights of creditors generally and (2) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general equity principles).

(iv) Independent Parties. Purchaser (i) is a sophisticated party with respect to the purchase of the Transferred Interests, (ii) has adequate information concerning the business and financial condition of the Issuer and Seller to make an informed decision regarding the purchase of the Transferred Interests and (iii) has independently and without reliance upon Seller or any Seller Related Party (other than, for the avoidance of doubt, the representations and warranties set forth herein), and based on such information as Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement. Purchaser acknowledges that none of the Issuer, any of its Related Parties, Seller or any of the Seller Related Parties has given Purchaser any investment advice, credit information or opinion on whether the purchase of the Transferred Interests is prudent. Purchaser acknowledges that the Transferred Interests may have limited or no liquidity and Purchaser shall bear the economic risks of, including a complete loss of its investment in, the Transferred Interests.

(v) Purchaser Excluded Information. Purchaser acknowledges that (i) Seller and the Seller Related Parties currently may have, and later may come into possession of, information with respect to the Transferred Interests, Issuer or any of their respective Affiliates that is not known to Purchaser and that may be material to a decision to purchase the Transferred Interests ("Purchaser Excluded Information"), (ii) Purchaser has determined to purchase the Transferred Interests notwithstanding its lack of knowledge of Purchaser Excluded Information and (iii) Seller and the Seller Related Parties shall have no liability to Purchaser or any of its Related Parties with respect to the nondisclosure of Purchaser Excluded Information in connection with the transactions contemplated hereby.

(vi) No Brokers. Except as set forth in any disclosure schedules delivered by Purchaser with this Agreement, Purchaser hereby represents and warrants to Seller as of the date hereof that none of Purchaser or any of its Affiliates has dealt with any broker, investment broker or agent in connection with the purchase of the Transferred Interests and that no commissions, finder's fees or other such payments are due any broker from the Purchaser or any of its Affiliates by reason of the actions (or alleged actions) of Purchaser or any of its Affiliates. Purchaser hereby indemnifies and agrees to hold Seller and the Seller Related Parties harmless from and against any and all loss, liability, cost or expense (including without limitation, court costs and reasonable attorneys' fees and expenses) that Seller or any of the Seller Related Parties may suffer or sustain should the representation and warranty in this Section 1(a)(vi) prove inaccurate. The foregoing indemnity shall survive the Closing.

(b) General Representations of Seller. Seller hereby represents and warrants to Purchaser that, as of the date hereof:

(i) Organization and Authority. The Seller is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. Seller has the right and the requisite organizational power and authority to enter into this Agreement and to perform its obligations hereunder, and its representatives executing this Agreement on its behalf are duly authorized to do so. Seller has taken all limited liability company action necessary to execute this Agreement and to perform its obligations hereunder, and no other limited liability company action on the part of Seller is necessary to authorize the execution and performance of this Agreement by Seller.

(ii) Due Execution. None of the execution, delivery and performance of this Agreement by Seller or the consummation of the transactions contemplated by this Agreement by Seller will: (A) violate or conflict with any provision of the organizational or governing documents of Seller or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material agreement or other instrument to which Seller is a party, (B) violate any judgment, order, injunction, decree or award of any court or arbitrator, or, to Seller's actual knowledge, any order, regulation or demand of any Governmental Authority, in each case, which violation, in Seller's good faith and reasonable judgment, is likely to materially and adversely affect the ability of Seller to perform or delay the performance of its obligations under this Agreement or (C) to Seller's actual knowledge, constitute a violation by Seller of any statute, law or regulation that is applicable to Seller.

(iii) No Relevant Securities. Neither Seller nor any Seller Related Party is a shareholder or intending shareholder of the Issuer, or of any Person interested in Relevant Securities of the Issuer, except as set forth in the Schedule 13D/A of the Runa Entities as filed with the Securities and Exchange Commission on or about April 1, 2024 (the "13D/A"). Other than that certain Term Sheet for Convertible Preferred Shares Financing, executed February 5, 2024, by and between the Issuer, Seller and Hale Capital Partners (the "Hale Term Sheet") or as disclosed on the 13D/A, neither Seller nor any Seller Related Party has entered into any commitment letter, subscription agreement or term sheet in respect of the issuance or potential issuance of any equity securities by the Issuer or any of its Subsidiaries that has not expired or been terminated as of immediately prior to Closing.

(iv) Binding Agreement. This Agreement, assuming due authorization, execution and delivery by Purchaser, is a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms (except (1) as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other laws or equitable principles limiting the rights of creditors generally and (2) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general equity principles).

(v) Independent Parties. Seller (i) is a sophisticated party with respect to the sale of the Transferred Interests, (ii) has adequate information concerning the business and financial condition of the Issuer and Purchaser to make an informed decision regarding the sale of the Transferred Interests and (iii) has independently and without reliance upon Purchaser or any of its Related Parties (other than, for the avoidance of doubt, the representations and warranties set forth herein), and based on such information as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. Seller acknowledges that none of the Issuer, Purchaser nor any of their respective Related Parties has given Seller any investment advice, credit information or opinion on whether the sale of the Transferred Interests is prudent.

(vi) Seller Excluded Information. Seller acknowledges that (i) Purchaser and its Related Parties currently may have, and later may come into possession of, information with respect to the Transferred Interests, Issuer or any of their respective Affiliates that is not known to Seller and that may be material to a decision to sell the Transferred Interests ("Seller Excluded Information"), (ii) Seller has determined to sell the Transferred Interests notwithstanding its lack of knowledge of Seller Excluded Information and (iii) Purchaser and its Related Parties shall have no liability to Seller or any Seller Related Parties with respect to the nondisclosure of Seller Excluded Information in connection with the transactions contemplated hereby.

(vii) Solvency. Seller has not (A) made a general assignment for the benefit of creditors, (B) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (C) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets or (D) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets. The sale of the Transferred Interests is not intended by Seller to hinder, delay or defraud any of its creditors.

(viii) Relationships. Except for any contract or agreement that has been delivered to Purchaser or made available to Purchaser or its representatives in the MariaDB SharePoint Dataroom, is set forth in the Articles of Association of the Issuer or is disclosed in Issuer's Annual Report on Form 10-K for the year ended June 30, 2023 or the 13D/A, (a) no Covered Person is a party to or otherwise covered by or entitled to enforce (including as a third party beneficiary) any agreement with the Issuer or any of its Subsidiaries providing for indemnification, advancement of expenses or exculpation from liability in connection with such Covered Person's role as a director or officer of the Issuer or any of its Subsidiaries, or otherwise and (b) neither Seller nor any Seller Related Party, nor any Runa Entity nor any Related Party of any Runa Entity, is party to any contract or agreement with the Issuer or any of its Subsidiaries.

(c) Representations of Seller With Respect to the Note. Seller hereby represents and warrants to Purchaser that as of the date hereof:

(i) Seller is the sole holder of the Note and the Note Documents, owning 100% of the Obligations owed under such agreements. The Seller's right, title, and interest in, to and under the Note and the Note Documents is free and clear of any Liens. Other than the Transferred Interests being transferred by this Agreement, the Seller does not and nor do any of its Seller Related Parties own or have, nor have they entered into, any other debt instrument, debt agreement, debt arrangement with or debt security of the Issuer or any of its Subsidiaries (including any commitment letter, subscription agreement or term sheet in respect of the issuance or potential issuance of any debt securities by the Issuer or any of its Subsidiaries that has not expired or been terminated as of immediately prior to Closing).

(ii) The current amounts of advanced and unpaid principal owing by the Issuer on the Note as of the date hereof are as set forth on Exhibit A to this Agreement. All accrued and unpaid interest (including any default interest) and any other reimbursable fees and expenses on the Note as of the date hereof is set forth on Exhibit A.

(iii) Seller has not transferred, assigned, or hypothecated, and there is no presently effective agreement to transfer, assign or hypothecate, all or any part of Seller's interest in the Transferred Interests other than this Agreement.

(iv) Schedule B to this Agreement constitutes a true, correct and complete list, as of the date hereof, of all material Note Documents and other material documents evidencing or relating to the Transferred Interests (the "Material Note Documents"). As of the date hereof, Seller has made available to Purchaser a true, correct and complete copy of each document listed on Schedule B. Except as disclosed on Schedule B, as of the date hereof, the Seller has not entered into, and does not otherwise have knowledge of, any side letters or other agreements, contracts or arrangements relating to the Note or any other Note Document except as set forth in the 13D/A.

(v) Since the date that Seller purchased the Note and except for any applicable documents listed on Schedule B to this Agreement, Seller has not modified or amended any of the Material Note Documents and there are otherwise no material modifications or amendments thereto, except as set forth on Schedule B to this Agreement.

(vi) Other than Issuer and its representatives acting on Issuer's behalf, Seller has not received any written notice (excluding for clarity any statements published or otherwise disseminated to the general public) challenging the enforceability of the Note or alleging any defenses or offsets thereto.

(vii) No litigation is pending, or to Seller's actual knowledge, has been threatened in writing (other than by Issuer and its representatives acting on Issuer's behalf), against Seller by the Issuer, any of its Subsidiaries or any of their Affiliates relating to the Note.

(viii) As of the date hereof, the Seller is not in breach of any term of the Note or any other Note Document in any material respect, and no event has occurred which, with notice or lapse of time, or both, would constitute such a breach.

(ix) Except for the Hale Term Sheet or as disclosed in the 13D/A, neither Seller nor any Seller Related Party has entered into any agreement, term sheet or other document, or has any other arrangement or understanding, written or oral, and in each case, whether binding in whole, in part or wholly non-binding, with Hale Capital Partners or any Related Party thereof, or any other third party, in relation to the Note or the replacement or amendment thereof requiring payment by Issuer, Seller or any of their respective Related Parties or otherwise pursuant to which Issuer or any of its Subsidiaries has any liability or obligation, contingent or otherwise. To the Seller's actual knowledge, no more than $40,000 is or may become due and payable by the Issuer or any of its Subsidiaries after the date hereof to Hale Capital Partners in connection with the Hale Term Sheet. Seller has (1) irrevocably waived all of its rights under the Hale Term Sheet, or (2) the Hale Term Sheet has otherwise been terminated with respect to all of Seller's rights thereunder. Neither the Issuer nor any of its Subsidiaries owe Seller or any Seller Related Party any amount (whether contingent or otherwise) pursuant to the Hale Term Sheet.

SECTION 2. No Brokers. Seller hereby represents and warrants to Purchaser as of the date hereof that none of Seller or any of its Affiliates has dealt with any broker, investment broker or agent in connection with the sale of the Transferred Interests and that no commissions, finder's fees or other such payments are due any broker from the Seller or any of its Affiliates by reason of the actions (or alleged actions) of Seller or any of its Affiliates. Seller hereby indemnifies and agrees to hold Purchaser and its Related Parties harmless from and against any and all loss, liability, cost or expense (including without limitation, court costs and reasonable attorneys' fees and expenses) that Purchaser or any of its Related Parties may suffer or sustain should the representation and warranty in this Section 2 prove inaccurate. The foregoing indemnity shall survive the Closing.

EXHIBIT A

Note Amounts

EXHIBIT B

FORM OF TERMINATION AGREEMENT (WIDENIUS)

See attached

EXHIBIT C

WIRE INSTRUCTIONS

See attached

Exhibit 99.21

DEED OF IRREVOCABLE UNDERTAKING

To: K1 Investment Management, LLC,
K5 Private Investors L.P.,
Meridian Topco LLC and
Meridian Bidco LLC
875 Manhattan Beach Blvd.
Manhattan Beach, CA 90266
United States of America

___ April 2024

Dear Sirs

PROPOSED ACQUISITION OF MARIADB PLC BY K1 INVESTMENT MANAGEMENT, LLC

We refer to the proposed acquisition of MariaDB plc (the **Company**) by K1 Investment Management, LLC (**K1**).

Under the proposed transaction, Meridian Bidco LLC (**BidCo**), a wholly owned Affiliate of K1, proposes to acquire the entire issued and to be issued share capital of the Company pursuant to the Takeover Offer or Scheme, on the terms and subject to the conditions set out in the draft Rule 2.7 Announcement a copy of which is attached at Schedule 2 hereto (save for any amendments approved by or on behalf of K1 to the extent not adverse in any way to us), which terms may be revised on no less favourable terms (including as to a per share purchase price of $ 0.55) pursuant to a revised Rule 2.7 Announcement or Offer published after the date of this Undertaking (the **Proposed Transaction**). In no event shall the Proposed Transaction permit any holder of Subject Shares to receive a per share purchase price for their Subject Shares that is greater than the per share purchase price received by us for our Subject Shares. For the avoidance of doubt, for these purposes, the Unlisted Unit Alternative shall not constitute a per share purchase price for Subject Shares that is greater than the per share purchase price received by us for our Subject Shares.

We understand that the Proposed Transaction is currently expected to be implemented by way of the Takeover Offer and that it is proposed that the terms of the Takeover Offer will be contained in an offer document addressed, *inter alia*, to the shareholders of the Company that would be an offer document for the purpose of the Rules and the Act (the **Offer Document**).

This Undertaking sets out the terms and conditions on which we will accept (or procure acceptance) in favour of the Proposed Transaction and the Takeover Offer or, if applicable, vote (or procure a vote) in favour of the Scheme, in respect of the Subject Shares.

Capitalised terms used in this Undertaking shall have the meaning given to such terms in paragraph 13 below unless otherwise defined.

1. Shareholdings

We hereby irrevocably and unconditionally represent and warrant to you that:

1.1 set out in part 1 of Schedule 1 are true, complete and accurate details of the ordinary shares of $0.01 each in the share capital of the Company of which we are the registered and/or beneficial owner (or are otherwise authorised to control the exercise of all rights attaching to such shares) and we confirm that we own these free of any encumbrances or third party rights of any kind except Permitted Encumbrances (the **Company Shares**);

1.2 we have all necessary power and authority to direct the actions of any nominee or custodian who holds legal title to the Subject Shares on our behalf (the **Nominee**) to enable us to comply with the Obligations;

1.3 set out in part 2 of Schedule 1 are true, complete and accurate details of all options, warrants or other rights to subscribe for, purchase, convert into, exchange or exercise for or otherwise acquire or call for delivery of any shares of the Company, including, without limitation, any company options, (together with any further such options, warrants and other such rights which I, or the Nominee, may become entitled to and/or receive at any time after the date of this Undertaking (the **Convertible Securities**);

1.4 other than as set out in Schedule 1 and save for any rights provided for in the articles of association of the Company and/or pursuant to company law in favour of the holders of the Company shares generally, we do not have any interest (as defined in the Rules) in any shares of the Company or any direct or indirect right to subscribe for, purchase, convert into, exchange or exercise for or otherwise acquire or call for delivery of any such shares; and

1.5 we have full power and authority, and the right (free from any legal or other restrictions), and will, before this Undertaking lapses in accordance with paragraph 9, at all times continue to have all relevant power and authority and the right, to enter into and perform the Obligations.

2. Dealings and undertakings

2.1 We hereby unconditionally and irrevocably agree and undertake to you that (other than in connection with the Proposed Transaction) before this Undertaking lapses in accordance with paragraph 9, we shall not and shall procure that the Nominee shall not, directly or indirectly:

2.1.1 sell, transfer, assign, tender in any tender or exchange offer, dispose of, charge, pledge or otherwise encumber or grant any option or award or other right over or otherwise deal with any of the Subject Shares or any interest in any of them (whether conditionally or unconditionally), except pursuant to the Takeover Offer or the Scheme (as applicable);

2.1.2 vote in favour of any resolution to approve, or otherwise in connection with (i) an acquisition of any shares in the Company by any person other than BidCo (or any member of the K1 Group), or (ii) any other transaction which is proposed by any person other than BidCo (or any member of the K1 Group) which relates to the shares of the Company or which could otherwise be reasonably expected to hinder or impede the Takeover Offer or Scheme (as applicable);

2.1.3 withdraw the acceptance(s) in favour of the Takeover Offer (or the vote(s) in favour of the Scheme referred to in paragraph 7) in respect of all or any of the Subject Shares notwithstanding that we may have become entitled to effect such withdrawal by virtue of the Rules or otherwise by the terms of the Proposed Transaction or applicable law, and shall procure that any acceptance in favour of the Takeover Offer (or any vote in the case of a Scheme) in respect of the Subject Shares is not withdrawn;

2.1.4 deposit any Subject Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with this Undertaking;

2.1.5 without the consent of the K1 Group, take any step, including voting the Subject Shares, requisitioning, or joining in requisitioning of, any general or class meeting of the Company, or taking any other action, that would or might reasonably be expected to restrict or impede the Takeover Offer becoming unconditional or, as the case may be, the Scheme becoming effective;

2.1.6 accept or give any undertaking to accept any offer made or proposed to be made in respect of any shares in the Company (by whatever means the same is to be implemented) by any person other than BidCo (or any member of the K1 Group); or

2.1.7 enter into any agreement or arrangement (whether or not legally binding) with any person, whether conditionally or unconditionally, or give any public indication of intent which is in any way inconsistent with this paragraph 2.1 or which would or might reasonably be expected to restrict the acquisition of the Subject Shares by BidCo (or any member of the K1 Group) under the Proposed Transaction.

2.2 We further undertake to you that we shall not, until this Undertaking lapses in accordance with paragraph 9, acquire any interests (as defined in the Rules) or otherwise deal or undertake any dealing (also as defined in the Rules) in any Relevant Securities of the Company (including, for the avoidance of doubt, the exercising, exchange or conversion of any Convertible Securities), except pursuant to the Takeover Offer or the Scheme (as applicable).

3. Undertaking to accept the Takeover Offer

3.1 We hereby irrevocably and unconditionally agree and undertake to you that we shall, or shall procure that the Nominee shall, no later than 5.00 p.m. (New York Time) on the date which is ten days after the posting of the Offer Document to the Company's shareholders, accept (or procure the acceptance of) the Takeover Offer in respect of the Subject Shares by:

3.1.1 completing or procuring the completion and delivery to you or your agent of the form(s) of acceptance of the Takeover Offer; or

3.1.2 taking such other steps (or procuring the taking of such other steps) as may be set out in the Offer Document, insofar as such steps are reasonably and customarily required, to effect acceptance of the Takeover Offer (in each case in accordance with the terms of the Offer Document); or

3.1.3 if so required by you, execute or procure the execution of all such other documents as may be reasonably necessary to give you the full benefit of this Undertaking.

4. Election

We hereby irrevocably and unconditionally agree and undertake to you that we shall, or shall procure that the Nominee shall, not elect (or procure or permit the election) to receive the Unlisted Unit Alternative (as defined in the Rule 2.7 Announcement) in respect of the Subject Shares.

5. Documentation

5.1 We consent to:

5.1.1 this Undertaking being disclosed to the Panel;

5.1.2 the inclusion of references to us and particulars of this Undertaking and our holdings of relevant securities of the Company being included in the Rule 2.7 Announcement, and any Offer Document, and any other announcement made, or document issued, by or on behalf of the Company and/or the K1 Group in connection with the Proposed Transaction, provided that the undersigned has a reasonable opportunity to comment on such references at least one business days prior to their inclusion in any public disclosure (and you will in good faith consider and accept such comments), unless a more immediate announcement is required by the Panel or under applicable law; and

5.1.3 this Undertaking being available for inspection as required by the Rules.

5.2 We shall promptly as practicable give you all such information with respect to our holding of Subject Shares and any assistance as you may reasonably require for the preparation of the Rule 2.7 Announcement, any Offer Document and any other announcement to be made, or document to be issued, by or on behalf of BidCo, the K1 Group or the Company in connection with the Proposed Transaction in order to comply with the requirements of the Rules, the Panel, or any other applicable legal or regulatory requirement and we shall notify you promptly if any such information changes.

6. Confidentiality

We shall keep the possibility, terms and conditions of the Proposed Transaction and the existence of this Undertaking confidential until the Rule 2.7 Announcement is released, provided that we may disclose the same to the Company. The Obligations in this paragraph 6 shall survive termination or lapse of this Undertaking.

7. Implementation by way of Scheme

7.1 We acknowledge that BidCo and/or the K1 Group shall have the right and may elect at any time (with the consent of the Panel (if required) and whether or not the Offer Document has then been despatched) to implement the Proposed Transaction by way of a scheme of arrangement under Chapter 1 of Part 9 of the Act (a **Scheme**), as opposed to by way of the Takeover Offer.

7.2 If BidCo and/or the K1 Group was to implement the Proposed Transaction by way of a Scheme, we undertake and warrant that, notwithstanding any other provision of this Undertaking, any undertakings, agreements, warranties, appointments, consents and waivers in this Undertaking shall apply mutatis mutandis to such Scheme and, in particular, we hereby irrevocably and unconditionally agree and undertake to you that we shall, or shall procure that the Nominee shall before this Undertaking lapses in accordance with paragraph 9:

7.2.1 exercise, or (as appropriate) procure the exercise of, all voting rights attaching to the Subject Shares to vote in favour of all resolutions (including a Relevant Resolution) to approve the Proposed Transaction, the Scheme and any related matters proposed at any general or class meeting or postponed meeting of the Company in connection with the Scheme (the **EGM**) and any meeting or class meeting or postponed meeting of the Company convened pursuant to section 450 of the Act to approve the Scheme (a **Scheme Meeting**) or at any postponement of any such meeting and to vote against any adjournment of the EGM or Scheme Meeting (all such resolutions collectively, the **Scheme Resolutions**);

7.2.2 execute, or (as appropriate) procure the execution of, any forms of proxy in respect of the Subject Shares required by BidCo and/or the K1 Group validly appointing any person nominated by BidCo and/or the K1 Group to attend and vote at any EGM and/or Scheme Meeting (or any adjournment or postponement thereof) in favour of the Scheme Resolutions, and shall ensure that any such executed forms of proxy are received by the Company's registrars not later than 5:00 p.m. (New York Time) on the fifteenth Business Day after the Company sends the Scheme Document to the Company's shareholders (or, in respect of any Further Company Shares, within five days of acquiring an interest in such shares, if later);

7.2.3 not revoke (or seek to cause the revocation of) the terms of any proxy submitted in accordance with paragraph 7.2, either in writing or by attendance at any EGM or Scheme Meeting (or any adjournment or postponement thereof) or otherwise; and

7.2.4 not exercise any voting rights attaching to the Subject Shares to vote in favour of any competing scheme of arrangement or any action which may frustrate the implementation of the Proposed Transaction.

7.3 A **Relevant Resolution** means:

7.3.1 any Scheme Resolution;

7.3.2 any other resolution (whether or not amended) proposed at a general or class meeting of the Company, or at an adjourned meeting, the passing of which is necessary to implement the Scheme; and

7.3.3 a resolution to adjourn a general or class meeting of the Company whose business includes the consideration of any Scheme Resolution and which is recommended by the board of directors of the Company.

7.4 References in this Undertaking to:

7.4.1 the Takeover Offer becoming or being declared unconditional shall be read as references to the Scheme becoming effective;

7.4.2 the Takeover Offer lapsing or withdrawn shall be read as references to the Scheme lapsing or being withdrawn;

7.4.3 the Offer Document shall be read as references to the Scheme Document; and

7.4.4 the Takeover Offer shall be read as references to the Scheme.

8. Time of the essence

Any time, date or period mentioned in this Undertaking may be extended by mutual agreement but as regards to any time, date or period originally fixed or as extended, time shall be of the essence.

9. Lapse of undertaking

9.1 Notwithstanding any other provision of this Undertaking, this Undertaking (and all of our Obligations) shall lapse and cease to have any effect on and from the earliest of the following occurrences:

9.1.1 the Rule 2.7 Announcement is not released by 5.00 p.m. (New York Time) on 24 April 2024 (or such later time as the Panel may permit in accordance with Rule 2.6 of the Rules);

9.1.2 BidCo and/or the K1 Group publicly announces that it does not intend to make or proceed with the Proposed Transaction and no new, revised or replacement offer or scheme is announced in accordance with Rule 2.7 of the Rules, either at the same time or within two days of such announcement;

9.1.3 the Takeover Offer lapses, closes or is withdrawn (which, for the avoidance of doubt, will not be deemed to have occurred only by reason of BidCo and/or the K1 Group electing to switch from the Takeover Offer to a Scheme in accordance with paragraph 7);

9.1.4 the Takeover Offer becomes or is declared unconditional in all respects or the Scheme becomes effective; and

9.1.5 [the Proposed Transaction is not consummated by December 31, 2024, provided however that if BidCo has received on or before the date hereof, an irrevocable undertaking from a Company shareholder in connection with the Offer which contains an earlier long-stop date than December 31, 2024, such earlier date shall also automatically apply to us for the purposes of this paragraph 9.1.5.][1]

9.2 For the avoidance of doubt and subject to paragraphs 9.1.2 – 9.1.5, this Undertaking shall continue in full force and effect in circumstances where BidCo and/or the K1 Group publicly announces a revised Rule 2.7 Announcement or Offer at any time after the date of this Undertaking, on terms no less favourable (including as to price) to those contained in the Rule 2.7 Announcement attached as Schedule 2 hereto, and any such revision shall not cause the Undertaking to lapse.

10. Governing law

This Undertaking and any suit, action or proceedings that may arise out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland and we agree that the courts of Ireland are to have exclusive jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Undertaking and, for such purposes, we irrevocably submit to the jurisdiction of such courts.

1 Section 9.1.5 is only included in the Deed of Irrevocable Undertaking entered into by each of the Runa Entities.

11. Specific performance

Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of the Obligations and BidCo and/or the K1 Group shall be entitled to the remedies of injunction, specific performance and other equitable relief for any breach or threatened breach of any of the Obligations and no proof of special damages shall be necessary for the enforcement by you of your rights.

12. Severability

The covenants and undertakings contained in this Agreement and each part of them are entirely severable and separately enforceable so that each covenant and undertaking and each part of them shall be deemed to be a separate covenant and undertaking.

13. Interpretation

13.1 In this Undertaking, the following words and expressions shall have the meaning set opposite them:

Act means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together with the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

Affiliate of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and (b) any officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to vote 10% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise;

Applicable Requirements means the requirements of the Act, the Rules and the requirements of any other applicable law or regulation or the requirements of any court or governmental or regulatory authority;

Business Day means any day, other than a Saturday, Sunday or public holiday in Dublin, Ireland;

Further Company Shares means (i) any further shares in the share capital of the Company in respect of which we acquire an interest and in respect of which we are entitled to exercise, or direct the manner of exercise of, the voting of such shares and (ii) any other shares in the share capital of the Company that are attributable to or derived from any such further shares mentioned in limb (i) of this definition;

Interest and **interested** have the meanings given to those terms in the Rules;

K1 Group, means K1, K5, Meridian Topco LLC, BidCo and each of their respective Affiliates;

K5 means K5 Private Investors, L.P., a limited partnership organised and existing under the laws of Delaware with a registered address at 1209 Orange Street, Wilmington, Delaware 19801;

Loan Purchase Agreement means that certain Loan Purchase Agreement dated the date hereof by and among RP Ventures LLC, a Delaware limited liability company, BidCo, and, solely for the purposes of Sections 1 and 8 through 21 therein (inclusive) only, each of Runa Capital II (GP), , Runa Capital Opportunity I (GP), and Runa Ventures I Limited**.**

Obligations means our undertakings, agreements, warranties, appointments, consents and waivers set out in this Undertaking;

Offer means the Takeover Offer or the Scheme;

Panel means the Irish Takeover Panel;

Person means any natural person, corporation, partnership, trust, limited liability company, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity;

Permitted Encumbrances means (a) any encumbrance that may be imposed pursuant to (i) this Agreement, (ii) the Articles of Association of the Company, and (iii) any applicable restrictions on transfer under U.S. federal or state securities law or the securities laws of any other jurisdiction;

Relevant Securities has the meaning given to that term in the Rules;

Rules means The Irish Takeover Panel Act 1997, Takeover Rules 2022;

Rule 2.7 Announcement means the relevant Rule 2.7 Announcement in respect of the Proposed Transaction which sets out the terms and conditions upon which BidCo proposes to acquire the entire issued and to be issued share capital of the Company pursuant to the Takeover Offer or Scheme and a draft of which is attached hereto as Schedule 2 to this Undertaking;

Subject Shares means Company Shares, Convertible Securities or Further Company Shares;

Takeover Offer means the proposed acquisition of the Company by BidCo pursuant to an "offer", as that term is defined under the Rules; and

Undertaking means this deed of irrevocable undertaking.

13.2 Unless otherwise defined, capitalised terms shall have the meaning given to them by the Rules.

14. Power of Attorney

14.1 In order to secure the performance of the Obligations, for so long as this Undertaking has not lapsed in accordance with paragraph 9, we hereby irrevocably appoint individually or collectively each and every one of the investment committee of K1 (each, an **Attorney**) to be our attorney in our name and on our behalf to execute any form or forms of acceptance as may be reasonably necessary to accept and/or vote in favour of the Takeover Offer or Scheme (as applicable).

14.2 The power of attorney granted under this paragraph 14 shall at any time take effect as if it had individually named the persons who are at that time on the investment committee of K1.

14.3 Any action authorised under this power of attorney may be taken by any Attorney acting alone.

14.4 We hereby irrevocably undertake to ratify any such act committed in exercise of, and in accordance with, this power, if called upon to do so. We also acknowledge that this power of attorney is irrevocable until this Undertaking lapses in accordance with its terms.

15. Intentionally omitted

16. Acknowledgments and undertaking

16.1 We hereby accept and acknowledge that, subject to paragraph 9, the Obligations assumed pursuant to this Undertaking are irrevocable.

16.2 We hereby accept and acknowledge that, except as set forth in this Agreement, we have not entered into this Undertaking relying on any statement or representation with respect to the Subject Shares, whether or not made by any member of the K1 Group (or any of their respective directors, officers, employees or agents) or any other person and that nothing in this Undertaking obliges any member of the K1 Group to announce or proceed with the Takeover Offer or despatch the Offer Document in the event that it is not required to do so by the Rules.

16.3 We undertake to use commercially reasonable efforts give such directions to the Nominee to take such acts and do such things as are reasonably necessary to give each member of the K1 Group the full benefit of this Undertaking. References in this Undertaking to Obligations on our part shall be construed to include obligations, wherever relevant, to procure that equivalent actions be taken by the Nominee.

16.4 The obligations and provisions set out in this Undertaking apply equally to the persons, if any, from whom we are to procure acceptance of the Takeover Offer pursuant to the terms of paragraph 3 above or votes in favour of the resolutions to implement the Scheme pursuant to paragraph 7 above (as the case may be) in respect of the Subject Shares held by those individuals (or, in the case of paragraph 2.2, any Relevant Securities in which we will acquire an interest), and we shall procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.

Schedule 1

Part 1 - Company Share Details

Class	Number	Registered Holder	Ultimate Beneficial Owner
[●]	[●]	[●]	[●]

Part 2 - Convertible Share Details

Date of grant	Number of shares under option/ award	Exercise Period	Exercise price
[●]	[●]	[●]	[●]

Schedule 2

Draft Rule 2.7 Announcement

In witness whereof this Deed has been duly executed and delivered as a deed poll on the date shown at the beginning of this document

EXECUTED AND DELIVERED as a deed
By **[●]**

Signature

Witness to Signature of [●]

Witness

Print Name of Witness

Print Address of Witness

Occupation of Witness

EXECUTED AND DELIVERED as a deed
By **[●]**

Signature

Witness to Signature of [●]

Witness

Print Name of Witness

Print Address of Witness

Occupation of Witness

This Agreement (the Agreement) is made and entered into as of 22.4.2024, by and between (i) RP VENTURES LLC, a Delaware limited liability company with registered office at 919 North Market Street, Suite 950, Wilmington, Delaware 19801 (RPV); (ii) SMARTFIN CAPITAL II CommV, a limited partnership - private privak under Belgian law, with registered office at Priester Cuypersstraat 3, 1040 Etterbeek, Belgium, registered under the Belgian Crossroads Bank for Entreprises under number BE 0737.910.771 (Smartfin Capital II); (iii) SMARTFIN CAPITAL NV, a private limited liability company under Belgian law, with registered office at Priester Cuypersstraat 3, 1040 Etterbeek, Belgium, registered under the Belgian Crossroads Bank for Entreprises under number BE 0507.713.440 (Smartfin Capital); SMARTFIN MANAGEMENT BV, a private limited liability company under Belgian law, with registered office at Priester Cuypersstraat 3, 1040 Etterbeek, Belgium, registered under the Belgian Crossroads Bank for Entreprises under number BE 0737.561.076 (Smartfin Management, together with Smartfin Capital II and Smartfin Capital, Smartfin); (iv) OPEN OCEAN OPPORTUNITY FUND I KY, a Finnish limited partnership, operating under Finnish law, with registered office at Mikonkatu 1 B 00100 Helsinki Finland, registered with the Finnish Trade Registry under number 2902683-7 (Open Ocean Fund I); (v) OPEN OCEAN FUND TWO KY, a Finnish limited partnership, operating under Finnish law, with registered office at Mikonkatu 1 B 00100 Helsinki Finland, registered with the Finnish Trade Registry under number 2307565-4 (Open Ocean Fund Two); (vi) Michael Widenius, a natural person residing at Vanha Turuntie 38, 02700 Kauniainen, Finland known under the national registration number 030362-1152; (vii) Patrik Backman, a natural person residing at Birger Carlstedtin Kuja 1 B, 02230 Espoo, Finland known under the national registration number 270875-043L; and (viii) Ralf Wahlsten, a natural person residing at Puutarhatie 6, 02700 Kauniainen, Finland known under the national registration number 281262-1331 (the persons under (iv) until and including (viii) together known as Open Ocean).

RPV, Smartfin and Open Ocean are hereinafter individually referred to as a Party and collectively as the Parties. This Agreement shall be effective as of the date last executed by any Party (the Effective Date).

WHEREAS, the Parties are shareholders in MariaDB plc, an Irish public limited company with registered office at [*] (MariaDB), listed on the New Yerk Stock Exchange.

WHEREAS, on February 15, 2024, K1 Investment Management LLC, a limited liability company organised and existing under the laws of Delaware, with a registered address at 1209 Orange Street, Wilmington, Delaware 19801 made a non-binding offer to acquire the entire issued share capital of MariaDB at 0.55 $ per share (the Proposed Transaction).

WHEREAS, reference is made to SCHEDULE 13D/A dated March 27, 2024, related to the disclosure of the formation of a group among the Parties (Group) and whereby the Parties communicated that they were currently not prepared to support any transaction with respect to MariaDB that they believe does not protect the best interests of MariaDB and its business.

WHEREAS, the Parties desire to enter into this Agreement to dissolve the Group and satisfy any and all claims that the Parties may have against each other.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, including good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by the Parties as follows:

1. (a) Parties agree that Group is dissolved and none of the Parties shall have any liability to any of the other Parties hereto with respect to their actions (or in actions) relating to their investment in MariaDB or the formation of a Group and (b) each Party discharges any and all Released Claims (as defined below) that such Party and/or its Related Parties may have against any other Party and/or any of their respective Related Parties;

2. Conditioned upon the sale, transfer or other exchange of all of RPV and each of its affiliates equity securities in MariaDB pursuant to the Proposed Transaction (the "Payment Condition"), RPV agrees to pay promptly following the satisfaction of the Payment Condition the following amounts in full:

   - To Smartfin Capital: USD 1,905,163;
   - To Smartfin Capital II: USD 1,094,837;
   - To Open Ocean: USD.1,250,000

   Divided between (to be specified later by OO)

   - *To Open Ocean Opportunity Fund I:*
   - *To Open Ocean Fund Two:*
   - *To Michael Widenius:*
   - *To Ralf Wahlsten:*
   - *To Patrik Backman:*

   These amounts will be paid to the bank accounts provided to RPV in writing at least three (3) business days prior to the satisfaction of the Payment Condition.

3. Effective as of the Effective Date, each Party, on its own behalf and on behalf of its Related Parties, hereby irrevocably, unconditionally and voluntarily releases, waives, acquits, and forever discharges the other Parties, and their respective Related Parties, from any and all claims, agreements, disputes, causes of action, demands or liabilities of any nature whatsoever, whether in law or equity, arising from, in connection with or relating to the formation of the Group and any activities related to their respective investments in MariaDB on or prior to the Effective Date, whether now known or unknown, claimed or unclaimed, and all claims arising in the USA, Ireland, Belgium or any other jurisdiction, under any and all applicable laws, constitutions, statutes, rules, regulations or any common law right, or for any kind of compensatory, special or consequential damages, indirect, exemplary, punitive or liquidated damages, attorneys' fees, costs, disbursements or expenses (the Released Claims). Any and all disputes arising out of or relating to any of the foregoing Released Claims are hereby finally compromised and settled. The Released Claims shall not include any rights and obligations set forth in this Agreement and this release shall not bar any action required to enforce this Agreement. Related Parties means with respect to a Party any and all of its past, present or future direct or indirect affiliates, subsidiaries, parent entities, partners, members, shareholders, directors, managers, officers, employees, agents, attorneys-in-fact, trustees, and advisors, and any affiliates, investment or other advisors, employees, officers, directors, managers, agents, counsels and other representatives of the foregoing and each of their respective successors and assigns; provided, that, in no event shall Related Parties include MariaDB or any of its subsidiaries.

Each Party, on its own behalf and on behalf of its Related Parties, covenants that neither such Party nor any of its Related Parties will (and that such Party will cause its Related Parties not to) sue, or bring, assert or otherwise pursue any allegation, claim, proceeding or other action against any of the entities that they are releasing hereunder on the basis of any matters released pursuant to this Agreement, regardless of whether such allegation, claim, proceeding or other action is enforceable under, or not prohibited by, applicable law or otherwise.

4. The Parties each expressly assume the risk that by entering into this Agreement and the releases contained herein, each will forever waive claims, causes of action, and damages that may exist before the Effective Date, but which it does not know of, or suspect to exist, and which, if known, would have materially affected the Party's decision to enter into this Agreement.

5. Each Party, on its own behalf and on behalf of its Related Parties, hereby expressly agrees that the release contemplated by this Agreement extends to any and all rights granted under Section 1542 of the California Civil Code ("Section 1542") and any analogous state law or federal law or regulation, and all such rights are hereby expressly, irrevocably and unconditionally waived. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

6. Each Party, on its own behalf and on behalf of its Related Parties, understands that Section 1542, or a comparable statute, rule, regulation or order of another jurisdiction, gives such person the right not to release existing claims of which such person is not aware, unless such person voluntarily chooses to waive this right. Having been so apprised, each Party, on its own behalf and on behalf of its Related Parties, nevertheless hereby voluntarily elects to and does waive the rights described in Section 1542, or such other comparable statute, rule, regulation or order, and elects to assume all risks for claims that exist, existed or may hereafter exist in its favor, known or unknown, suspected or unsuspected, arising out of or related to claims or other matters purported to be released pursuant to this Agreement.

7. Each Party, on its own behalf and on behalf of its Related Parties, (a) acknowledges and agrees that the foregoing waiver set forth in Section 5 is an essential and material term of this Agreement and that, without such waiver, the other Parties would not have agreed to the terms of this Agreement, (b) hereby represents to the other Parties that it understands and acknowledges that it may hereafter discover facts, documents and legal theories concerning the entities being released hereunder or the subject matter hereof in addition to or different from those which it now believes to be true, (c) acknowledges and agrees no entity being released hereunder in any capacity shall have any duty to disclose or provide any such facts, documents or legal theories (whether material or immaterial, known or unknown, suspected or unsuspected, foreseen or unforeseen) to such Party solely by reason of the releases being provided by such Party and its Related Parties hereto, (d) each entity being released hereunder shall be deemed to have fully, finally and forever settled and released any and all claims, whether known or unknown, concealed, suspected or unsuspected, contingent or non-contingent, assertable directly or derivatively by class representative or individual, which now exist or heretofore have existed or will in the future exist to the extent such claims are actually released pursuant to this Agreement, (e) understands and hereby agrees that the releases set forth in this Agreement shall remain effective in all respects notwithstanding those additional or different facts and legal theories or the discovery of those additional or different facts or legal theories, and (f) hereby assumes the risk of any mistake of fact or applicable law with regard to any potential claim or with regard to any of the facts that are now unknown to it relating thereto.

8. The Parties agree that RPV or any of its Related Parties will not be responsible for providing tax reporting and withholding for payments made pursuant to this Agreement under applicable law. If RPV or any of its Related Parties becomes liable for the payment of taxes, assessments or other similar governmental charges, including, but not limited to, withholding taxes, and any interest, penalties, addition to taxes or other similar items thereon, relating to or in respect of any payment made by it pursuant this Agreement, RPV may satisfy such liability to the extent possible from amounts otherwise payable to the applicable payee pursuant to Section 2. To the extent that such amounts are withheld or deducted and timely paid over to or deposited with the relevant governmental authority, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable payee in respect to which such deduction and withholding was made. Smartfin and Open Ocean shall, jointly and severally, indemnify and hold RPV and its Related Parties harmless from any liability or obligation on account of taxes, assessments or other similar governmental charges, and any interest, penalties, addition to taxes or other similar items thereon, that may be assessed or asserted against RPV or any of its Related Parties relating to or in respect of any amounts payable pursuant to this Agreement.

9. Each party will bear its own fees and costs related to the Released Claims and the preparation and negotiation of this Agreement.

10. This Agreement is binding upon and shall inure to the benefit of each Party, its Related Parties and their respective successors and assigns.

11. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the internal laws of the State of Delaware as applied to contracts made and to be performed entirely within the State of Delaware without giving effect to any choice or conflict of law provisions that would result in the application of any law other than the law of the State of Delaware. The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware and the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO DISPUTES ARISING UNDER THIS AGREEMENT AND CONSENT TO A BENCH TRIAL WITH THE APPROPRIATE JUDGE ACTING AS THE FINDER OF FACT.

12. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. The provisions of this Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of all Parties.

13. This Agreement may be executed in separate counterparts by the Parties, and each counterpart when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

14. Each of the Parties has been represented by counsel in the preparation of this Agreement.

15. This Agreement is made among financially sophisticated and knowledgeable parties and entered into by the Parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the Party who prepared (or caused the preparation of) such agreement or the relative bargaining power of the Parties.

16. As of the Effective Date, each Party hereto represents and warrants that it is an entity duly formed, validly existing, and in good standing under the laws of its jurisdiction of organization. Each Party further represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder. Each Party represents and warrants that the execution, delivery, and performance of this Agreement by such Party has been duly authorized by all requisite corporate action and does not require any shareholder action or approval. Each Party represents and warrants that the person signing this Agreement in a representative capacity on its behalf has that Party's authority to so sign and that it will be bound by the signatory's execution of this Agreement.

17. If any provision of this Agreement is determined to be invalid or unenforceable, then (i) the remainder of this Agreement, or the application of such term, covenant or condition to the Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; and (ii) the Parties covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

18. No relaxation, forbearance, delay, or indulgence by a Party in enforcing its rights hereunder or the granting of time by such Party will prejudice or affect its rights hereunder. No waiver of a breach or provision of this Agreement will be deemed effective, unless provided in writing by the allegedly waiving Party. A waiver by a Party of a breach or provision will not operate as a waiver of any other breach or provision, or of any subsequent or continuing breach.

19. Any notice required or permitted to be given hereunder will be given in writing and sent by an internationally recognized overnight delivery service (dated receipt requested). Notice shall be sent to the addresses as mentioned as well as a copy by e-mail to:

    - For Smartfin: bluyten@smartfinvc.com;

    - For RPV: dc@runacap.com;

    - For Open Ocean: patrik@openocean.vc

20. Each of the Parties acknowledge and agree that this Agreement constitutes a compromise settlement of disputed claims. Neither the fact of, nor any provision contained in this Agreement nor any action taken pursuant to its terms will constitute, or be construed as, or be asserted to be, an admission of any wrongdoing, fault or liability of any kind on the part of either Party. This Agreement will not be offered or be admissible as evidence against either Party or cited or referred to in any action or proceeding except an action or proceeding to enforce this Agreement. In any action or proceeding to enforce this Agreement in which this Agreement is admitted into evidence or otherwise considered, the Agreement will not constitute an admission by either Party or a waiver of any claims or defenses the Party may have or assert.

21. Headings and captions used in this Agreement are for ease of reference only, and do not constitute part of this Agreement, nor will they be used as an aid in the construction hereof.

- Signature page to follow -

IN WITNESS WHEREOF, and INTENDING TO BE LEGALLY BOUND, each Party hereby sets its hand and seal as of the date set forth below.

FOR AND ON BEHALF OF RP VENTURES LLC

Name:
Title:

Signature: /s/ Murat Akuyev

FOR AND ON BEHALF OF SMARTFIN CAPITAL

Name: SmartFin Management NV
Title: Sole statutory director represented by Its permanent representative Bart Luyten

Signature: /s/ Bart Luyten

FOR AND ON BEHALF OF SMARTFIN CAPITAL II

Name: SmartFin Management NV
Title: Sole statutory director represented by Its permanent representative Bart Luyten

Signature: /s/ Bart Luyten

FOR AND ON BEHALF OF SMARTFIN MANAGEMENT

Name: Bart Luyten
Title: Managing Director

Signature: /s/ Bart Luyten

FOR AND ON BEHALF OF OPEN OCEAN FUND I

Name: Ralf Wahlsten
Title: Chairman of the board

Signature: /s/ Ralf Wahlsten

FOR AND ON BEHALF OF OPEN OCEAN FUND TWO

Name: Ralf Wahlsten
Title: Chairman of the board

Signature: /s/ Ralf Wahlsten

MICHAEL WIDENIUS

Signature: /s/ Michael Widenius

PATRIK BACKMAN

Signature:

RALF WAHLSTEN

Signature: /s/ Ralf Wahlsten