SOFTWARE SUBSCRIPTION LICENCE AND SERVICES AGREEMENT

Between

zzz_test_admin

("XYZ" or "Customer")

and

EXASOL UK Limited

("EXASOL")

4th Floor, 33 Cannon Street

City of London, EC4M 5SB, UK

Status	Entwurf
Contract No	00015197.1
Valid to	4/6/2016
Contact person	Gunther Schweer
	Sales Manager
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1 Preamble

1.1 EXASOL Group develops, markets and supports the EXASOL database, a high-performance relational database management system, and associated tools and drivers.

1.2 Contract partner description

1.3 Purpose of contract

2 Scope of the Agreement; Definitions

2.1 This document defines the agreement between EXASOL and Customer (hereinafter "Agreement") for the sub-licensing of Products by EXASOL and supply of services by EXASOL or another member of the EXASOL Group, as listed in the Annexes, and in accordance with the general terms and conditions specified in Annex 1.

Service description

2.2 Special Terms

2.3 Under this Agreement the following definitions shall apply:

a) "CA 2006" means the Companies Act 2006;

b) "Certified Hardware or Certified IT Environment" has the meaning as given in Annex 1 (General Terms and Conditions) Section 3.6;

c) "Clients- and Drivers" are the client EXAplus as well as drivers provided by EXASOL (e.g. ODBC, JDBC, ADO.NET);

d) "Customer Group" means the Customer and each other company which is for the time being (whether on or after the date of this Agreement) a Related Undertaking of the Customer;

e) "Documentation" means the documentation that describes how to use the Software and is provided by EXASOL in electronic and/or hardcopy form in English, specifically the EXASOL Database User Manual, the EXAClusterOS Reference and the EXAoperation User Manual;

f) Unless otherwise provided in the Annexes, "effective date" is the date when the latter of the two parties signs the Agreement;

g) "EXASOL Group" means EXASOL and each other company which is for the time being (whether on or after the date of this Agreement) a Related Undertaking of EXASOL;

h) "EXASuite" consists of the EXASOL database software as well as a tuned operating system (EXACluster OS);

i) "Holding company" means a holding company (as defined by section 1159 CA 2006) or a parent undertaking (as defined by section 1162 CA 2006);

j) "Initial Term" shall have the meaning given to it in Clause 5.1;

k) "Subscription Licence" means the authorised use of the Software in accordance with the agreed parameters for using the Software, such parameters being set out in the Annexes to this Agreement;

l) "Licence Server" is the dedicated host (physical hardware or virtual machine) which controls the Licence and whose function is necessary to administrate the proper use of the Software in a Server Cluster, e.g. rebooting, installing updates and upgrades, etc. The License Server will only be of relevance, if the transfer of such was agreed between the Parties as there are also other options of the transfer / delivery of the Software (cf. Annex 1 (General Terms and Conditions), Section 2.2);

m) "Party" means EXASOL or Customer;

n) "Parties" means EXASOL and Customer;

o) "Product" or "Products" means Software and Documentation, as modified or adapted by EXASOL from time to time;

p) "Related Undertaking" in relation to any company means any subsidiary or holding company of that company or any subsidiary of any such holding company;

q) "Server Cluster" means two or more Customer servers (physical hardware or virtual machine) including a Licence Server, if such transfer was agreed between the Parties, upon which the Software is installed and which are dedicated solely for the use of the Software;

r) "Services" has the meaning given in clause 3.1;

s) "Software" see also the overview on EXASOL's website: https://www.exasol.com/support/browse/SOL-345) means the software stack consisting of EXASuite and clients and drivers provided by EXASOL (e.g. ODBC, JDBC, ADO.NET);

t) "Subscription" means a defined period of time during which Customer is licensed to use the Product and during which EXASOL will provide Services as defined under this Agreement;

u) "Subsidiary" means a subsidiary undertaking (as defined by section 1162 CA 2006) or a subsidiary (as defined by section 1159 CA 2006);

v) "Term" means the subscription period stated in the Annexes; and

w) "Working Hours" has the same meaning as Service Times defined in Annex 1, Section 1.2.

2.4 Under this Agreement, unless the context requires otherwise:

a) the headings are inserted for convenience only and do not affect the interpretation of this Agreement;

b) references to clauses and Annexes are to clauses of, and annexes, to this Agreement, and references to a part or section are to a part or section of an Annex to this Agreement;

c) words importing the singular include the plural and vice versa;

d) references to a person include an individual, corporation, partnership, any unincorporated body of persons and any government entity;

e) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

f) the word company shall be deemed to include any partnership, undertaking or other body of persons, whether incorporated or not incorporated and whether now existing or formed after the date of this Agreement;

g) a reference to any statute or statutory provision includes any subordinate legislation made under it.

2.5 To the extent that there is an inconsistency between the terms of:

a) this Agreement (excluding the Annexes) and the Annexes, the former shall prevail; and

b) any other document referred to in this Agreement, this Agreement shall prevail,

except to the extent the prevailing document (as determined by a) or b) above) expressly provides otherwise.

3 EXASOL Database Subscription Licence Grant

3.1 Under this Agreement, and in consideration of payment of the Subscription Fee by Customer set out in the Annexes, EXASOL grants to Customer the right to use and operate the Product (as further described in the Annexes), and to grant sub-licences to other members of the Customer Group, on a Server Cluster for the Initial Term.

3.2 The Subscription Licence parameters may be extended during the Initial Term and during any subsequent Term only upon express written agreement by the Parties.

3.3 In relation to the scope of use:

a) for the purposes of clause 3.1, "use or operation" of the Software shall be restricted to the use of the Software in object code form for the normal business purposes of the Customer Group;

b) the Customer shall not use, and shall procure that each member of the Customer Group shall not use, the Products other than as specified in clause 3.1 and the provisions in the Annexes without the prior written consent of EXASOL; and

c) except as expressly stated in this clause 3 or Annex 1 of this Agreement, or in the Documentation, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless EXASOL is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request EXASOL to carry out such action or to provide such information before undertaking any such reduction.

3.4 The Customer shall not use, and shall procure that each other member of the Customer Group shall not use, any such information provided by EXASOL or any other member of the EXASOL Group, or obtained by the Customer or each other member of the Customer Group, during any such reduction permitted under clause 3.3(c) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

4 Services

4.1 EXASOL and/or another member of the EXASOL Group will provide maintenance and services for the Product as listed in the Annexes and defined in Annex 1 to this Agreement during the Term (the "Services"). EXASOL may, on prior notice to the Customer, make changes to the Services, provided such changes do not have a material adverse effect on the Customer's business operations.

4.2 EXASOL will provide maintenance and services for the Product during the Subscription Licence Term.

4.3 EXASOL shall have no obligations to provide the Services where faults arise from:

a) misuse, incorrect use of or damage to the Products from whatever cause (other than any act or omission by EXASOL);

b) the combination, operation or use of the Products with equipment, software or data not supplied or expressly approved in writing by EXASOL, if such faults would have been avoided by use of other equipment, software or data;

c) any breach of the Customer's obligations under this Agreement howsoever arising; or

d) a modification of Products that is not done or expressly authorized in writing by EXASOL.

5 Payment Terms

5.1 The Customer shall pay to EXASOL the Subscription Fees and any other agreed Fees as specified in the Annexes. If Customer delays acceptance without cause, all Fees are still due and payable. Subscription payment obligations are non-cancellable and fees paid are non-refundable. Quantities purchased cannot be decreased during the relevant Subscription Term.

5.2 Payments that are not Subscription-based are determined by unit pricing and quantities as specified by the respective service description in the Annexes.

5.3 All subscription fees are due in advance at the beginning of each subscription period (as stated in the service description in the Annex, e.g. quarterly, annually, monthly) and become payable by Customer on receipt of invoice from EXASOL. Other payments are due for payment thirty (30) days from receipt of invoice from EXASOL.

5.4 EXASOL shall present invoices in UK pounds (£).All Fees payable are exclusive of value added tax and all other relevant taxes and duties arising from or in connection with its business, for which the Customer shall be responsible.

5.5 If Customer fails to pay invoices when due then EXASOL is entitled to charge default interest at one percent (1%) per month on unpaid balances.

6 Term and Termination

6.1 The Initial Term shall commence on delivery of the Product to the Customer and shall continue for a period of one (1) Term.

6.2 Thereafter, the term of this Agreement shall automatically renew for an additional subscription period as stated in the Annexes unless notice of termination is given to the other Party at least one

(1) month prior to the expiration of the then-current Term. If a minimum term was agreed upon between the Parties, termination cannot be given before the end of such minimum term. The termination shall require written form in order to become effective.

6.3 Either party may terminate this Agreement if the other Party materially and/or wilfully breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days after written notice.

6.4 Upon termination, all rights granted to Customer hereunder shall terminate and Customer shall cease using the Product, and within five (5) days of termination shall delete the Software from the Server Cluster and return the Software, Documentation and the License Server, if provided, to EXASOL.

7 Confidential Information

7.1 Each Party shall protect against any unauthorised disclosure of the information of the other Party and/or its Related Undertakings which is clearly designated in writing as being confidential or is by its nature evidently confidential (hereinafter referred to as "Confidential Information") by using the same degree of care as it takes to preserve and protect its own Confidential Information of a similar nature but in no event shall this be less than a reasonable degree of care. In the event of oral disclosure of Confidential Information, such information shall be treated in accordance with the terms of this clause from the time of disclosure. The obligation in this Clause 7.1 shall continue for the duration of the Agreement and, in the absence of any other agreement, for five (5) years thereafter.

7.2 Neither Party shall be required to treat as confidential any information that prior to disclosure was already in the receiving party's possession without restriction, is already in the public domain, is independently developed by it, or is lawfully obtained from third parties without restriction on disclosure.

7.3 For the avoidance of doubt, each Party shall be entitled to disclose the Confidential Information of the other Party and/or its Related Undertakings to those employees, sub-contractors and agents of it or its Related Undertakings who need to know the information in order that they can properly benefit from their rights under this Agreement.

7.4 In the event of termination of this Agreement, the receiving Party shall, on the written request of the disclosing Party, destroy or return to the disclosing Party all Confidential Information received during the term of this Agreement together with all partial or complete copies thereof.

8 Warranty, Liability

8.1 Except as set out in this Clause 8, the warranty provided by EXASOL with respect to EXASOL's Products, the Documentation, and other information furnished by EXASOL shall be limited to the scope specified in Annex 1 and these express obligations and warranties are (to the fullest extent permitted by law) in lieu of and to the exclusion of any other warranty, condition term or undertaking of any kind (including those implied by law) relating to anything done under or in connection with the Agreement, the Products and the Services.

8.2 EXASOL warrants that (i) the Products and the media on which the Products are delivered is free from defects and viruses and/or other malicious code; (ii) any Services to be provided under this Agreement shall be provided in accordance with reasonable care, skill and diligence and in accordance with accepted industry practice; and (iii) it shall use its commercial best endeavours to comply with the Response and Processing Times set out in Annex 1 to this Agreement.

8.3 Nothing in this Agreement limits or excludes:

a) a Party's liability (i) to the extent that it cannot be legally limited or excluded by law (ii) for death or personal injury arising out of its negligence or that of its Personnel or (iii) for fraud or fraudulent statement;

b) EXASOL's liability for (i) breach of warranty in respect the infringement of intellectual property rights (ii) breach of warranty in respect of Software defects (iii) breach of confidence (iv) failure to comply with any of its data protection obligations under applicable law or (iv) the indemnification obligations in Section 2.4 of Annex 1 hereof.

8.4 Subject to clause 8.3, EXASOL, and its Related Undertakings and licensors shall not be liable, whether for breach of contract, in tort (including negligence, for breach of statutory duty or otherwise for any loss of profit or loss of anticipated profit, loss of revenue, loss of anticipated savings, loss of contract, business or opportunity, loss of goodwill, loss of data or for any indirect, incidental, consequential, special, or punitive damages arising from this Agreement and/or its execution unless otherwise provided for howsoever caused, whether or not reasonably foreseeable, reasonably contemplatable, or actually foreseen or actually contemplated, by that Party at the time of entering into this Agreement.

8.5 Subject to clause 8.3, the total liability of EXASOL, its Related Undertakings and its licensors, whether for breach of contract, in tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Agreement, shall not exceed the total fees paid by the Customer in the 12 months immediately prior to the claim under this Agreement.

9 Reference

EXASOL is entitled to refer to Customer by name and display its logo for marketing and promotional purposes.

If EXASOL plans the publication of press releases, success stories, video-statements of the Customer, written quotes of the Customer or presentation slides about the Customer, the aforementioned advertising material will be coordinated with Customer before publication.

10 Rights of third Parties

10.1 Except as provided in clause 8 and this clause 10, a person that is not a Party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce rights or benefits under this Agreement.

10.2 In addition to the Parties, each of the Party's Related Undertakings may enforce the provisions of clause 8 and this clause 10. The Parties agree that no consent from the Party's Related Undertakings is required to vary or rescind this Agreement (whether or not that varies or extinguishes rights or benefits in favour of such third parties).

10.3 The Customer and its Related Undertakings shall only be entitled to recover loss and damage incurred or suffered by the Customer or any of its Related Undertakings from EXASOL. The Customer shall not, and shall procure that its Related Undertakings shall not, bring any claim, whether for breach of contract, in tort (including negligence), for breach of statutory duty, or otherwise, against any other member of the EXASOL Group under or in connection with this Agreement.

11 Final Provisions

11.1 Customer shall not assign, sub-license (other than to other members of the Customer Group in accordance with this Agreement) or transfer any rights granted hereunder to any third party without EXASOL's prior written consent. This Agreement shall be binding on, and shall enure for the benefit of, the successors and permitted assigns of a Party.

11.2 Any modification or deletion of the provisions of this Agreement shall not be enforceable unless such modification or deletion is expressly agreed in writing and signed by both parties. No failure to exercise or enforce any right or remedy hereunder shall be construed or operate as a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No waiver of any breach of any terms or conditions hereof shall be deemed to be a waiver of any further breach of the same or any other provisions of this Agreement.

11.3 No Party shall be in breach of this Agreement or otherwise liable for any delay or failure in performance of its obligations hereunder if such delay or failure is due to reasons beyond its reasonable control, including acts of God, natural disasters or other force majeure events.

11.4 Nothing in this Agreement shall be construed as constituting a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, a Party the agent of the other Party for any purpose or authorise a Party to enter into any commitments for or on behalf of the other Party.

11.5 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

11.6 If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any jurisdiction in connection with its performance, such provision shall be deemed deleted to the minimum extent necessary and otherwise continue in full force and effect.

11.7 This Agreement shall constitute the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes all prior agreements, promises, assurances, warranties and representations between the Parties. Each Party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any statements, promises, assurances, warranties, representations or understandings (whether oral or written, and whether made innocently or negligently) made by or on behalf of the other Party (or any of its representatives) that are not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. Nothing in this clause 11.7 shall limit or exclude any liability for fraud.

11.8 This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

11.9 All disputes between the Parties in connection with this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. The parties irrevocably agree that if no amicable settlement can be reached, then the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof, the Parties have caused this Agreement to be signed by their legal representatives.

Date: _____   Date _____

zzz_test_admin   EXASOL UK Limited

Signature: _____   Signature: _____

Name: _____   Name: _____

Annex 1. General Terms and Conditions

1 GENERAL PROVISIONS

1.1 Obligation to Cooperate, Backups

1.1.1 Customer shall appoint – if necessary per service provided - a qualified and sufficiently authorized employee, who shall be available to EXASOL during execution of maintenance, operations engineering, consulting and training services and who is authorized to make necessary decisions and initiate measures.
With regard to maintenance and operations engineering services the following contact persons have to be designated:
- „MyEXASOL User Manager" for the management of the access to customer-specific support-sites
- „Decision Maker", who is/are entitled to place orders and book EXASOL's services, e.g. update to the current version, restore a backup, etc.
- „Incident Manager", who shall inform EXASOL in case of an Incident (according to Sec. 4.4, in case Monitoring service was booked), and who is/are able to support EXASOL with the Incident processing according to Sec. 4.3.

1.1.2 Customer shall ensure that data backups are conducted in a manner and frequency which takes the value and relevance of the data for Customer's business into account. It is recommended to perform at least a full backup weekly and to save and protect such backups until the next backups are safely generated. It is also advisable to generate incremental daily backups. Backups can be stored in the Cluster itself, and should additionally be stored outside of the Cluster.

1.1.3 EXASOL regularly releases bugfix versions. Customer is obliged to update his installed Software timely.

1.2 Service Times

EXASOL's service times are Mon-Fri 8AM-6PM (UK local time), except UK public holidays. From Dec 24th until Dec 31st, the following times apply: Mon-Fri 9AM-12AM (UK local time).

1.3 Intellectual Property

Title to the Products, including the Software and Documentation, and copyrights and all other intellectual property rights in the Products, belong and shall at all times belong to EXASOL or the relevant third party owners (including EXASOL's Related Undertakings) and Customer shall have no rights in or to the Products other than the right to use and operate in accordance with the terms of the Agreement nor to take any action inconsistent with such title. The Software and Documentation are protected by copyright laws and international treaties.

1.4 Service provision

The services specified in parts 4., 5. and 6. are additional, optional services that may be purchased at any time. The terms and conditions so contained in those parts will only apply if a service is explicitly agreed between the parties and listed in the service description Annexes, or otherwise agreed in writing by the Parties.

2 SOFTWARE SUBSCRIPTION LICENSE

2.1 Extent of Use

2.1.1 With payment of the subscription license fee Customer is granted a non-exclusive, non-transferable, non-sublicensable, and limited in time right to use EXASuite on one or several, dedicated servers („Cluster") and to use EXASOL Clients and Drivers. This right of use is limited according to the parameters stated in the service description. Unless otherwise agreed in the Agreement or the service description, the license can be used for commercial purposes. If and in as far as Customer is granted a development license or a test license, then the commercial use of the Software is not permitted; the Software may then only be used for development and test purposes.

2.1.2 Customer shall communicate on which system EXASuite is to be operated (including – if applicable - the respective serial numbers, instance types, size of the Cluster, RAM size, CPUs, hard disk and network configuration, including switch, cloud provider, and data processing centre). As soon as EXASuite is transferred to a system other than the one originally communicated to EXASOL, EXASOL is to be informed of the respective changed data. If EXASuite is to be transferred to a system that is located outside of the European Union, EXASOL reserves the right to object.

2.1.3 Customer shall (i) not distribute, sub-license save for exceptions stated in Clause 3.1 in the Agreement, transfer, sell, assign or otherwise convey (whether by operation of law or otherwise) the Software, whether stand-alone or embedded in any other application without informing EXASOL in advance of such intention; (ii) not modify, enhance, reverse engineer, decompile, disassemble, supplement, create derivative work from, adapt, translate or otherwise reduce the Software to human readable form except as specifically permitted in the Documentation or pursuant to clause 3.3(c) and 3.4; (iii) limit access to the Product to only those employees, agents, and consultants of it or its group companies who require access in connection with the use of the Product and who have agreed in writing or are otherwise legally bound to observe the obligations hereunder; (iv) not remove from or move on any copies of Software and Documentation any titles, trademarks, copyright and other proprietary or restrictive legends or notices; (v) not rent, lease or lend the Product nor allow the use of the Product for service bureaux, timesharing, application service providing or similar licensing models, or (vi) not disclose results of benchmarks or other performance tests run on the Software to any third party.

2.1.4 Certain Software components are subject to the GNU General Public License (short "GPL components"). These and comparable license terms are in each case listed in the EXASuite software part concerned (Software + Driver + Clients etc.). At Customer's request, EXASOL will send such list in digital form to the Customer prior to the conclusion of the contract. If a test system is at Customer's disposal before conclusion of the contract, the license terms can be viewed directly in the respective Software package (e.g. EXAoperation/EXAPlus).

2.2 Delivery

2.2.1 The transfer of the Software to Customer will be executed according to a separate agreement of the parties, by mailing of the license key which authorizes the use of the Software, by installation by EXASOL on Customer's premises or via provision of a License Server used for the operation of EXASuite in the Cluster. If a License Server is supplied, Customer shall pay the amount that has been agreed in the service description. Customer agrees not to install any other software in the Cluster other than the licensed Software.

2.2.2 The Software is only provided in machine code (binary license), not in source code.

2.2.3 The user documentation for the Software is available for download by Customer on the homepage of EXASOL in the German and English languages.

2.3 Warranty

EXASOL warrants that the Software, when properly used, will operate in all material respects in conformity with the Documentation and this Agreement. Except as set out in this Agreement, in the event of non-conforming Software Customer's sole remedy and EXASOL's exclusive liability shall be, as applicable and at EXASOL's option, replacement of the affected Software or parts of Software at no additional charge, or a refund of the Fees paid. THIRD PARTY SOFTWARE (EXCLUDING EXASOL's RELATED UNDERTAKINGS SOFTWARE) IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. EXASOL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER ARISING BY STATUTE OR IN LAW WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE SOFTWARE OR THAT ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE'S FUNCTIONALITY WILL MEET ALL CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES HIS RESPONSIBILITY TO REGULARLY AND INDEPENDENTLY BACK UP DATA MAINTAINED ON THE CLUSTER USING THE SOFTWARE. THE PROPER BACK UP FREQUENCY SHALL BE DETERMINED BY THE CUSTOMER WITH RESPECT TO THE RELATIVE IMPORTANCE AND VALUE OF THE DATA IN QUESTION.

If upon request or demand by the Customer EXASOL undertakes work of any substantial form for identifying, locating and repairing errors, which does not fall within EXASOL's sphere of responsibility (as set out in part 3 "MAINTENANCE" below), EXASOL shall be entitled to invoice Customer for such work at EXASOL then current rates. EXASOL shall seek written permission from the Customer prior to commencing work of this nature.

2.4 Infringement Indemnification

If a claim is made or an action brought that the Software infringes a patent, or any copyright or trade secret, EXASOL will indemnify the Customer and its Related Undertakings in respect of such claim and resulting costs, damages and reasonable attorneys' fees finally awarded or agreed to in settlement, provided that (a) Customer promptly notifies EXASOL in writing of the claim, and (b) EXASOL has sole control of the defence and all related settlement negotiations. Customer may be represented by separate counsel at its own expense. EXASOL's obligations under this Section are conditioned on Customer's agreement that if the Software, or the use or operation thereof, becomes, or in EXASOL's opinion is likely to become, the subject of such a claim, EXASOL may at its expense, either procure the right for Customer to continue using the Software or, at EXASOL's sole option, replace or modify the same so that it becomes non-infringing (provided such replacement or modification does not materially adversely affect Customer's intended use of the Software as contemplated in the Documentation). If neither of the foregoing alternatives is available on terms which are commercially acceptable in EXASOL's reasonable judgment, Customer will return the Product on written request by EXASOL and EXASOL will credit or (at Customer's option) refund to Customer, all upfront licence fees paid for such Product during the one (1) year period immediately prior to such infringement claim, less depreciation on a straight line basis over an assumed five year life. Neither EXASOL nor any of its Related Undertakings shall have liability for, and Customer shall indemnify, defend and hold EXASOL and its Related Undertakings harmless from, any claim based upon (i) the combination, operation or use of the Products with equipment, software or data not supplied or expressly approved in writing by EXASOL, if such claim would have been avoided by use of other equipment, software or data, (ii) the use of any version of the Products other than a current, unaltered release, if such infringement would have been avoided by the use of a current, unaltered release; or (iii) a modification of Products that is not done or expressly authorized in writing by EXASOL. THE FOREGOING STATES THE ENTIRE REMEDY OF CUSTOMER AND ITS RELATED UNDERTAKINGS THE SOLE OBLIGATION OF EXASOL AND ITS RELATED UNDERTAKINGS WITH RESPECT TO INFRINGEMENT CLAIMS.

2.5 Initial Sizing – Performance Influencing Factors

Recommendations - if any - regarding initial sizing of the license and hardware were made to EXASOL's best knowledge and based on the conditions and influencing performance factors at the moment the recommendation was made. However, the Software is a complex data base, whose performance values depend on various factors (e.g. hardware environment, other environmental conditions, data model and query structure, data volume, etc.). Every change of such a factor may affect the performance values, thus EXASOL cannot provide any guarantee for specific performance of the Software, in particular if respective factors were subsequently changed. If Customer wishes advice and assistance regarding the performance related to current system conditions, EXASOL offers the data base administration (cf. Sec. 4.5) service or individual consulting (cf. Sec. 5).

3 MAINTENANCE

3.1 General Terms of Maintenance

3.1.1 EXASOL provides the following maintenance and support:
- Bugs fixing in the Software
- Provision of a hotline for error reporting
- Personalized access to a customer-specific support website
- Access to current software versions

3.1.2 EXASOL provides only qualified employees (including employees of Related Undertakings) or authorized third parties for maintenance and support who are familiar with the functionality of the Software. Maintenance is carried out at the discretion of EXASOL and usually by providing software which modifies and/or complements the Software.

3.1.3 EXASOL provides maintenance services in accordance with the care customary in its business area and in accordance with the following provisions: bugs which occur in the Software are to be categorized by the error priorities mentioned in Sec. 3.2, and then handled according to the appropriate response and processing times (Sec. 3.3). EXASOL does not give a guarantee for the elimination of the error in general or within a certain time frame. Further, there is no obligation to guarantee a certain availability of the Software.

3.1.4 The scope of the contractual maintenance services is each major or minor version for two year starting from its introduction by EXASOL. This time period will be extended until the release of the second follow-up version. For the marking of the software versions the following system will be used: Major.Minor.Bugfix (e.g. 4.2.6: „4" – refers to the major, „2" – refers to the minor and „6" refers to the bugfix version). For up-to-date information about the life cycle please visit this page on our website: https://www.exasol.com/portal/display/DOWNLOAD/EXASolution+Life+Cycle. Customer is not entitled to demand maintenance service for a version which is older than the aforementioned versions. If Customer requires such additional maintenance service for an older version a separate agreement with EXASOL is necessary.

3.2 Error Priorities

3.2.1 If Customer recognizes that the Software does not provide the functionality stipulated in the documentation or contract ("Error"), then Customer will inform EXASOL by either e-mail or the support portal and will describe the Error in a reproducible manner.

3.2.2 Reported Errors are differentiated according to the following priorities:
• Critical
Impairment of business critical processes, e.g. processes with high priority and a fixed time frame cannot be processed in due time. There is no possibility to avoid the Error; proper operation is generally not possible.
• Major
Impairment of important functions, e.g. processes with high priority can only be processed with extensive workaround solutions; work with the Software is significantly limited.
• Normal
Single functions of minor importance are not available or important functions are available by working around the problems; the Error affects only a function or module that the Customer does not need or use continuously and/or essentially. Furthermore, the system functionality is not affected or at least not substantially limited.
• Minor
An Error occurs, which does not have severe effects. Miscellaneous disturbances/ feature requests to the product with low priority.

3.2.3 The priority is initially determined by Customer. If Customer does not make any statements about the priority, the reported Error will receive the priority level "normal". The priority can change during the course of the correction work.

3.2.4 If the subject of an Error report is not an Error as defined in Sec. 3.2.1 and the processing of such requests has not been contractually agreed, then EXASOL may invoice the processing. If no Error exists, then the response-, processing and solution times defined below do not apply. Specifically, there is no Error as defined if the problem was caused by the unauthorized installation of software in the Cluster or by the operation of the Software in an uncertified environment.

3.3 Response, Processing and Solution Times

3.3.1 Depending on the classification of an Error, the following Response Times shall apply:
- Critical: within 4 hours
- Major: within 8 hours
- Normal: within 24 hours
- Minor: within 48 hours.
Within the Response Time, Customer will receive a confirmation about receipt of his Error report ("Simple Response"). The Response Time is calculated within the Maintenance Times as per Sec. 3.5 as the time difference between receipt of the Error report by EXASOL and the Simple Response from EXASOL by Customer.

3.3.2 If EXASOL has not received a qualified Error Report, Customer is obliged to provide additional information about the Error. If a VPN connection is available, EXASOL will independently retrieve additional information, i.e., log files, in order to start work on fixing the Error as fast as possible.

3.3.3 After receipt of the Error report and, if applicable, necessary additional information ("Qualified Error Report"), EXASOL will try to reproduce the Error ("Error Diagnosis"). If the problem is reproducible, EXASOL will inform Customer within the Processing Time, whether it is a bug in the Software and will provide an evaluation of the expected availability of a solution or bug fix ("Qualified Response"). If an Error exists, Customer will be regularly informed about the progress of the bug fix.

3.3.4 According to the Error priority, the following Processing Times shall apply, calculated as of the moment of receipt of the Qualified Error Report until sending a Qualified Response and within EXASOL's Maintenance Times:
- Critical: within 4 hours
- Major: within 8 hours
- Normal: within 24 hours
- Minor: for the next release

3.3.5 If necessary, EXASOL will coordinate next steps with the Customer and start the development of a solution (start of the „Solution Time"). To avoid down time or impairments of use, a temporary solution might be suggested (work-around). If Customer accepts the suggested solution (e.g. update to a current Software version, implementation of a specific command in the database), the error priority will be adjusted accordingly and the Solution Time ends. Customer may refuse a work-around only for good cause. Such good cause exists in particular, if a solution is not feasible or involves a disproportionate effort. The final bug-fix can be provided within one of the next releases.

3.3.6 If, during the course of the Error Diagnosis or development of a solution, measures are necessary which do not fall within EXASOL's responsibility - e.g. provision of important additional information for a Qualified Error Report (e.g. logfiles), hardware repair work or restoration of back-ups - and if EXASOL cannot proceed without such measures, then the time for the execution of those measures will not be included in the above defined Processing, Response and Solution times.

3.4 Implementation of Maintenance and Support Services

3.4.1 If, during the course of the Error Diagnosis or development of a solution, access to a system table is required, EXASOL will be entitled to login to the database by using a special database user, whose access privileges are limited to system tables. Thus, direct access to the data tables of the database is impossible.

3.4.2 Services are carried out taking into account provisions governing the protection of personal data. Particularly the copying of such data for analysis of an Error shall require the express approval of the Customer.

3.4.3 For the fulfillment of EXASOL's contractual duties, Customer grants to EXASOL the necessary access data for the Cluster. In case of correction work and other maintenance actions, this access data specifically includes user domains which are necessary for processing the request and which have the necessary privileges at the operating system and data base level. If Customer does not grant access to the affected system, Customer is responsible for the provision of necessary information for Error Diagnosis and development of a solution.

3.5 Maintenance Times

Maintenance Times correspond to the Service Times according to Sec. 1.2. During Maintenance Times, Error reports can be provided via e-mail to service@exasol.com, via the support hotline or through the EXASOL support portal.
If not otherwise agreed upon, the above-stated Response-, Processing and Solution Times (Sec. 3.3) apply only within the Maintenance Times.

3.6 Hardware and IT environment

3.6.1 The Cluster, upon which the Software natively runs, typically consists of high-performance Intel servers, mounted in 19" racks offered as standard by all large hardware vendors. The minimum requirements for the hardware and network can be found under https://www.exasol.com/support/browse/SOL-132. In the course of certification by EXASOL such servers or IT-environments can be tested for their functionality and performance with EXASuite. At the end of the certification process EXASOL provides a statement about the type and extent of possible support for the tested environment (please refer to https://www.exasol.com/support/browse/SOL-197 for more details on the certification process). An up-to-date list of already certified hardware and IT-environments can be found under www.exasol.com/hardware.html. In the case that a non-certified or only limited certified hardware or IT-environment is used for the Software, operational malfunctions are possible. Therefore Customer shall use the Software on certified hardware or IT-environments or shall request an individual certification at Customer's expense beforehand.

3.6.2 If Customer operates the Software on non-certified hardware or in a non-certified IT-environment, no warranty will be accepted for any defects or Errors or any services according to Sec. 4 Operations Engineering. In addition, the Response-, Processing- and Solutions Times (Sec. 3.3) do not apply and correction work will be invoiced after notification. In case of a limited certification the extent of maintenance and operations engineering services are determined in EXASOL's certification statement, cf. 3.6.1.

3.7 Term

Unless expressly otherwise agreed between the Parties, the term for the provision of maintenance service is the same as the term for the subscription license, cf. Clause 6 in the Agreement.

4 OPERATIONS ENGINEERING

EXASOL offers a variety of operational services to ensure the smooth operation of the system.

Operational tasks include Installation Service, Operational Service, Incident Management, Monitoring and Database Administration. Operation Engineers usually do not require a privileged log-in to the databases, unless Database Administration Service is agreed. If a privileged login is required for conducting some tasks (e.g. a major update), the Customer will be informed beforehand.

Specific services, in particular services related to the management of nodes, cannot be provided for shared or virtual environments. Unless otherwise agreed, the operations engineering services are limited to the EXASuite-Cluster. For the provision and maintenance of a suitable infrastructure outside of the Cluster (e.g. for off-site data back-up, staging server, administration of clients) the Customer shall be responsible.

Unless otherwise explicitly agreed, the services will be provided remotely. Access to the Cluster via VPN is required.

4.1 Installation Service

Installation service typically starts with a comprehensive consultation regarding cluster configuration and integration of the Software in the specific target environment. After that, the Cluster will be prepared for the operation of EXASuite. In doing so, the following services are usually differentiated:
- Adding and installation of cluster nodes
- Creation of users in EXAoperation for administration and monitoring
- Setup of database instances
- Network setup of cluster nodes
- Integration of nodes in the cluster
- Start of the database instances
- Setup of backup scheduler
- Handover of login data for the database instances

The installation will be completed by the handover of the login-data and an introduction to the most important functionalities of EXAoperation.

4.2 Operational Service

4.2.1 Scope: This service basically includes scheduled maintenance tasks (not error correction work according to Sec. 3 above), in particular the following services:
- Update service for major and minor versions
- Node Management
• Adding and installation of nodes
• Adding and removal of spare nodes to a data base instance
- Cluster upgrade
- Database instance management
• Creation / removal of database instances
• Starting / stoping of database instances
• Setup of a system-internal backup of the data base instances
• Support for the setup of an external backup of the data base instances
- Database restoration upon request
- Monthly system usage reporting (available on the support-portal)

It is assumed that Customer reserves enough storage space in the Cluster or on the external storage media for the backup.

Reports about system usage require access to the statistics system tables in EXASuite.

4.2.2 Request for services: Customer must make an appointment with EXASOL in order to schedule when the Operational Services will be provided and coordinate the scope of the services. The appointment must be made at least three days before the planned service actions.

4.2.3 Operational Service Times: Operational Service Times correspond to the Service Times according to Sec. 1.2. If Operational Service "24/7" is agreed then the Operational Service Times are nonstop. If no Operational Service package is booked or if the services are to be performed outside of the Operational Service Times, the above-mentioned services can be ordered individually.

4.3 Incident Management

Within the scope of Incident Management, if an "Incident" occurs within the agreed Incident Management hours, EXASOL will initiate all necessary actions to restore the standard operation of the EXASuite Cluster as quickly as possible.

4.3.1 An "Incident" is an occurrence which poses a deviation from the standard operation of the EXASuite Cluster and which causes an interruption/disturbance of the operation, e.g. a database instance does not accept connections; the backup cannot be generated or one or more hardware components are defective, etc.

4.3.2 Incident Priorities, Response Time and Processing: Incidents are differentiated according to the priorities defined in Sec. 3.2.2 above. According to the Incident priority, the following Incident Response Times shall apply:
- Critical: within 1 hour
- Major: within 2 hours
- Normal: within 4 hours
- Minor: within 8 hours

Within the Incident Response Time, Customer will receive a simple response. The response time is calculated within the Incident Management Times as per Sec. 4.3.3 as the time difference between Customer's incident report and the simple response from EXASOL to Customer. If EXASOL has all necessary information about the Incident and a VPN-connection to the system exists, EXASOL immediately begins with the tasks to remedy the disturbance; otherwise the tasks cannot start before the provision of access to the system or the provision of necessary additional information about the Incident (qualified error report).

If the reason for the interruption/disturbance is an Error in the Software according to Sec. 3.2.1, EXASOL provides a Qualified Error Report during the course of Incident Management; however, error correction is not a subject of Incident Management but of maintenance service and warranty agreement. The preparation of the Qualified Error Report requires under certain circumstances the assistance of the Customer (e.g. provision of client-logs, provision of the session-ID).

If tasks to remedy the disturbance do not fall within EXASOL's responsibility, the processing of an incident will be completed by a recommendation of action (e.g. provision of enough storage space for the backups, repair of hardware, execution of SQL-commands in the data base in the context of a workaround, etc.). If the interruptions/disturbances are due to an incorrect use of the Software or the use of an unsuitable infrastructure (e.g. Customer has not reserved enough storage space in the Cluster for backups, an accepted solution was not implemented), EXASOL reserves the right to invoice the Customer for the additional work.

4.3.3 Incident Management Times: Incident Management Times correspond to the Service Times according to Sec. 1.2. If Incident Management Service "24/7" is agreed then the Incident Management Times are nonstop. If no Incident Management is booked or if the Customer wants Incident Management service be performed outside of the Incident Management Times, the Incident processing or the on-call service will be invoiced. EXASOL reserves the right to invoice a monthly lump sum compensation for months during which Incident processing has taken place.

4.3.4 Incident Report: Customer reports Incidents through the EXASOL support portal or via e-mail to service@exasol.com. Outside the Service Times according to Sec. 1.2 the report must be additionally provided through the hotline. If the provision of Monitoring Service is additionally agreed (Sec. 4.4) and if EXASOL therefore receives an automated "Incident Notification", EXASOL will begin processing the Incident within the Incident Management Times.

4.4 Monitoring

4.4.1 EXASOL installs a software-based health-monitoring with an automated Incident report system in the EXASuite Cluster, which includes a multistage escalation strategy. The extent of the monitoring is oriented toward typical error sources in the EXASuite Cluster.

4.4.2 The booking of the Monitoring Service always requires the booking of the Incident Management Services as well.

4.4.3 If recurring disturbances occur due to an incorrect use of the Software or the use of an unsuitable infrastructure (cf. Sec. 4.3.2), EXASOL reserves the right (i) to turn off the respective Incident reports until the causes for the disturbance have been eliminated and (ii) not to forward them as a disturbance or Incident to Incident Management.

4.4.4 Monitoring Times are nonstop. Incident processing is carried out in the context of the agreed Incident Management.

4.5 Database Administration

4.5.1   Within the scope of Database Administration EXASOL monitors performance trends in the data base and reports them to the Customer on a regular basis (e.g. monthly). In addition, EXASOL analyses performance issues in the Cluster, which are not recognized as errors according to Sec. 3.2.1, and provides the Customer with suggestions for improvement. Such effort is limited to one man-day per month. EXASOL may undertake additional effort within the scope of the consulting portfolio.

4.5.2   EXASOL requires access to the system tables in the data base through a special data base user. This user only has access to the system tables and statistic system tables. Thus, a direct access to the data tables of the data base is excluded.

4.5.3   Database Administration Times correspond to the Service Times according to Sec. 1.2.

4.6 Minimum Term, Termination

4.6.1   The operation engineering contract term is specified in the service description or Agreement. Unless otherwise agreed, the term starts with the delivery of EXASuite.

4.6.2   If the operation engineering contract is concluded for an indefinite period, it can be terminated - however not before the end of a minimum term agreed between the parties - by giving written notice within three months to the end of a month.

4.6.3   The right of both parties to terminate for cause remains unaffected.

4.6.4   Any termination notice must be in writing in order to be effective.

5 CONSULTING SERVICES

5.1 Scope of Services

5.1.1   Within the scope of consulting services, EXASOL provides advice and support to the Customer according to the subject and extent described in the service description.

5.1.2   If nothing stating otherwise was explicitly agreed upon, EXASOL is not required to provide a certain result within the scope of consulting and does not have any obligation concerning the achievement of any objectives, which the Customer may be pursuing.

5.1.3   If the local presence at Customer's premises is not required to provide the Consulting Service, the Service can be provided remotely.

5.1.4   EXASOL is entitled to utilize employees of Related Undertakings for the purposes of fulfilling the contract. If the service is provided by any other third party as subcontractor, Customer will be notified in advance.

5.2 Time of Service

5.2.1   The Customer must make an appointment with EXASOL in order to schedule when the consulting services will be provided. The appointment must be made at least four weeks before the planned service actions. Any changes to the appointment must also be communicated before the previously agreed-upon appointment. If no appointment has been agreed upon, there exists no claim for the provision of the services.

5.2.2   If the Customer does not claim the services at the agreed-upon appointment, the claim for execution of the consulting services expires. In this case, 80% of the agreed-upon price will be charged.

5.3 Payment Terms

5.3.1   Unless expressly agreed otherwise, prices quoted by EXASOL are to be understood plus VAT and any travel costs and expenses incurred.

5.3.2   One man-day consists of 8 hours on average. Man-days which were provided to a lesser or higher extent of 8 hours, will be invoiced proportionately per hours or minutes.

5.3.3 Unless expressly agreed otherwise, the information provided in the service description about the time required, represents a non-binding time estimate only. Fees will be invoiced according to actual man-days and consulting hours provided at the rates specified in the service description. If EXASOL notices during the provision of services that the time estimated in the service description will be presumably exceeded, Customer will be informed. Customer shall than decide without delay on further proceedings and inform EXASOL in written form.

5.3.4 If it was agreed that payment is due after service provision, EXASOL is entitled to invoice parts of the services after 2 or more man-days have been completed.

5.4 Obligations to Cooperate

The Customer will make all necessary information, documentation and data – as appropriate, in written form – available to EXASOL. If required, EXASOL shall be given access to the business and operating premises of the Customer.

5.5 Work Results

5.5.1 If nothing was otherwise agreed upon, the Customer receives a simple, non-exclusive, non- transferable right to use work results.

5.5.2 Subject to agreements to the contrary, the Customer is not entitled to use the work results for non-internal use or– as far as that is not part of the intended use – make them available to third parties.

5.6 Storage and Return of Documentation

EXASOL will properly store all documentation provided in the framework of consulting services and will especially make sure that third parties cannot gain access to it. The provided documentation is to be returned at any time on the Customer's demand.

6 CONDITIONS OF CONTRACT FOR THE PROVISION OF TRAINING

EXASOL provides courses and training („training") according to the provisions below.

6.1 Training Content and Conditions

6.1.1 Information on subject, content, duration and price of standard training and training packages as well as certifications are available at: http://www.exasol.com/services/trainings.html and are respectively defined in the Agreement or its Annexes.

6.1.2 If, in deviation from the standard training offer, customer-specific or special topics shall be covered, the parties shall agree separately, in advance and in written form, on content, duration, number of participants and prices. The specification of the individual training program must be completed at least two weeks before the training.

6.2 Training Package

6.2.1 If a training package was ordered, Customer is entitled to send a defined number of persons (as stated in the service description) during a defined service period (as stated in the service description) to either specific training modules (as stated in the Agreement or service description) or any training modules offered by EXASOL during the service period (flat rate). Dates for the individual training modules are announced on EXASOL's website. The training participants have to be identified by name at the beginning of the service period. A replacement of one of the aforementioned named participants is only possible if the replaced participant has not yet attended a training module.

6.2.2 The service period is stated in the service description. If during the service period less than three training courses take place for a training module which forms part of the ordered training package, the service period shall automatically extend to the date when the third training course of the respective training module takes place. Unless otherwise explicitly agreed, the service period starts from the signature of the Agreement. If the training contract is concluded for an indefinite period, it can be terminated - however not before the end of a minimum term agreed between the parties - with three months' notice to the end of the month.

6.3 Location and Time of Training

6.3.1 Training is typically conducted in EXASOL's training rooms in Nuremberg, Germany. EXASOL reserves the right to change the location, as far as is reasonable for the participants.

6.3.2 In case of special agreements, in-house training can be conducted at Customer's premises. In this case Customer shall provide suitable rooms and facilities, in particular a separate room with a projection surface for a projector. If a projector is not available, EXASOL must be informed in advance. The costs for travelling, overnight stays and other expenses of the course instructor(s) from Nuremberg, Germany, will be invoiced separately, according to the actually incurred expenses as evidenced by respective records and receipts.

6.3.3 The training durations are a maximum of 8 hours per day. Unless otherwise agreed the courses start at 9 AM and end at 5 PM. Lunch breaks will be held as agreed.

6.4 Registration Fee

6.4.1 The amount of the registration fee can be found in the price list or will be separately stipulated in writing. Stated prices are non-binding until EXASOL confirms them. The registration fee is to be understood as per participant.

6.4.2 The registration fee includes course papers, certification fee, a certification document from EXASOL (if the course is duly passed) and provisions during the coffee breaks. All other costs incurred by the participant in connection with the training, e.g. board and lodging, must be paid by the participants.

6.5 Registration

6.5.1 Registrations for training are to be made in writing, by e-mail, telefax or via the Internet to EXASOL at the following address:
EXASOL UK Limited, c/o EXASOL Europa Vertriebs GmbH, Neumeyerstraße 22-26, D-90411 Nuremberg, Germany
E-mail: training@exasol.com
Telefax: +49 (0) 911 23991-241

6.5.2 The registration for training must be made at least 3 weeks before the start of the training. The registrations must be confirmed by EXASOL. The registration confirmation by EXASOL is subject to a minimum number of 3 participants. Registrations will be processed in the order they are received. The requirement for successful participation in the training is the previous knowledge described in the training description.

6.6 Cancellation and Rebooking

6.6.1 In case of a cancellation or rebooking of a course, EXASOL must be informed in writing. If a course participant is prevented from attending the training, a substitute person can attend instead. The full registration fee will be charged, even if the participant does not attend the entire course. In case of a cancellation or rebooking by the Customer, the following shall apply:
- until 21 calendar days before the start of the course, no fees will be charged.
- until 14 calendar days before the start of the training a fee in the amount of 50 % of the total registrations fees will be charged.
- less than 14 calendar days before the start of the course, the total amount of the registration fees will be charged.
Credit for a course will not be given.

6.6.2 EXASOL reserves the right to cancel a course under reasonable conditions, if the minimum number of 3 participants is not reached or if organizational or technical issues arise. This is in particular the case if the instructor is unable to attend for any reason or in any cases of force majeure. EXASOL will inform Customer about any cancellation. If a postponement of the appointment is not possible, EXASOL will refund the already paid registration fees. Further claims are excluded, unless they are based on intended or grossly negligent conduct on the part of EXASOL or its agents. EXASOL can appoint a replacement instructor, modify and enhance the content of the training and, with timely prior notice, postpone the training date and change the training location.

6.7 Liability

EXASOL shall not be held liable for the loss or damage of items which are brought to courses, unless the loss or damage is the result of intentional or grossly negligent conduct on the part of EXASOL or its agents. In the training breaks, valuables or important documents are not to be left in the training rooms. House rules must be respected. The provisions in Clause 7 of the Agreement shall apply.

6.8 Property Rights

Training documentation and presentations by EXASOL are copyright protected. Audio and video recordings during the training by Customer or a participant are prohibited without express written consent by authorized EXASOL representatives. The training documents that are handed out by EXASOL become the property of the participant; however, they shall neither be copied, nor processed or distributed without the written consent of EXASOL. EXASOL reserves all rights.

Stand 12/30/2016