Software License and Service Agreement (EULA)

THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") GOVERNS THE LICENSING, INSTALLATION AND USE OF EXASOL SOFTWARE AND THE PROVISION OF SERVICES BY EXASOL.

BY DOWNLOADING AND/OR INSTALLING Exasol SOFTWARE: you (a) are indicating that you have read and understand this Agreement, and agree to be legally bound by it on behalf of the company or other entity for which you are acting (for example, as an employee) or, if there is no company or other entity for which you are acting, on behalf of yourself as an individual; and (b) represent and warrant that you have the authority to act on behalf of and bind SUCH company OR OTHER ENTITY (if any).

As used in this Agreement, "**Exasol**," refers to the Exasol entity identified on the Order, either Exasol UK Limited, 33 Cannon Street, London, EC4M 5SB, United Kingdom or Exasol Europa Vertriebs GmbH, Neumeyerstraße 22-24, 90411 Nuremberg, Germany; and "**Customer**" refers to the company, government, or other entity on whose behalf you have entered into this Agreement or, if there is no such entity, you as an individual.

1. **DEFINITIONS**. Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in Exhibit A.

2. **LICENSE GRANTS**

2.1   [Perpetual] Software License. When the applicable Order specifies a Perpetual Software License, subject to Customer's compliance with this Agreement, including Customer's timely payment of all License Fees, Exasol grants to Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable, right without limitation in time to use Exasuite on one or several, dedicated servers („*Cluster*") and to use Exasol Clients and Drivers within the Licensed Capacity solely for Customer's Internal Business Purposes during the applicable Term. The Customer's right to use such Software is limited to: (i) the then-current release as of the date of the Order; and (ii) subject to the Customer's timely payment of the applicable Support Fees, any subsequent release of such Software issued by Exasol during the applicable Support Term.

2.2   Software Subscription. When the applicable Order specifies a Software Subscription, subject to Customer's compliance with this Agreement (including Customer's timely payment of all applicable Subscription Fees), Exasol grants to such Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Subscription License Term to install and use the Software within the Licensed Capacity solely for Customer's Internal Business Purposes. Unless expressly otherwise stated in this Agreement, Software Subscriptions will be treated as Purchased Software under this Agreement.

2.3   Evaluation Software. If the applicable Order specifies that any Software is provided under an evaluation license or a free trial license, then subject to Customer's compliance with this Agreement, Exasol grants to Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Evaluation Software within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for such Software ("Proof of Concept"). Notwithstanding anything to the contrary in this Agreement, Exasol does not provide maintenance (Section 8), warranty (Section 14), or indemnification (Section 17) with respect to Evaluation Software. To ensure an

efficient and successful PoC process, Exasol will guide Customer through the process and support Customer with Evaluation Consulting Service as set forth in Exhibit C, Part 4, 1.3.

2.4   Test and Development Software. If the applicable Order specifies that any Software is provided under a test and development license, then subject to Customer's compliance with this Agreement, Exasol grants to Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Test and Development Software within the Licensed Capacity in a non-production system used for software product migration testing, software product pre-production staging, testing new data sources, types or use cases, or other non-production use. In no way should the Test and Development Software be used for any revenue generation, commercial activity or other productive business or purpose. Notwithstanding anything to the contrary in this Agreement, Exasol does not provide warranty (Section 14), or indemnification (Section 17) with respect to the Test and Development Software.

2.5   Free Software. Exasol may make certain Software available for license without charge, and such Free Software may have limited features, functions, or other limitations of any kind. Subject to Customer's compliance with this Agreement, Exasol grants to Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Free Software within the Licensed Capacity solely for Customer's Internal Business Purposes. Notwithstanding anything to the contrary in this Agreement, Exasol does not provide maintenance (Section 8), warranty (Section 14), or indemnification (Section 17) with respect to Free Software.

2.6   Exasol Extensions. Subject to Customer's compliance with this Agreement, including Customer's timely payment of all License Fees (if any), Exasol grants to Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable license to use Exasol Extensions solely in connection with applicable Software that Customer has licensed from Exasol, subject to the same limitations and restrictions (including with respect to Term and Licensed Capacity) that apply to the Software with which the Exasol Extensions are used. Notwithstanding the foregoing, if any Exasol Extension is provided to Customer under a separate license agreement that grants Customer more permissive or broader rights with respect to such Exasol Extension (e.g., a separate license agreement that is provided to Customer as part of the download process for such Exasol Extension), then that separate license agreement, and not this Agreement, will govern Customer's installation and use of such Exasol Extension (but, for clarity, this Agreement will apply to all other Exasol Extensions).

2.7   Customer Extensions. Subject to Customer's compliance with this Agreement, Exasol grants to Customer a revocable, nonexclusive, worldwide, nontransferable, nonsublicensable license (a) to copy, modify and use the Exasol Developer Tools solely to develop Extensions for use with the designated Software or Exasol Extension ("**Customer Extensions**"), including to support interoperability between the Software or Exasol Extension and Customer's system or environment and (b) to distribute the Customer Extensions exclusively for the use with the designated Software or Exasol Extension. The foregoing license is subject to the following conditions: (x) Exasol proprietary legends or notices contained in the Exasol Developer Tools may not be removed or altered when used in or with the Customer Extension; and (y) Customer may not make any statement that Customer Extension is certified or that its

performance is guaranteed by Exasol. Customer retains title to the Customer Extensions, subject to Exasol´s ownership set forth in Section 5. If Customer allows end users of Customer Extensions to modify or distribute the Customer Extensions, Customer shall limit such modification or distribution to use with the designated Software or Exasol Extension only, and will flow down the conditions in (x) and (y) above to end users of Customer Extensions. Customer agrees to assume full responsibility for the performance and distribution of Customer Extensions.

2.8   Open Source Software. Customer acknowledges that certain Software may contain or be shipped with Open Source Software. Open Source Software may be identified in the end user documentation or in a list of the Open Source Software provided to Customer upon Customer's written request. Any Open Source Software that is delivered to Customer as part of Purchased Software (which for the avoidance of doubt, shall include Software Subscriptions), and which may not be taken out of the Purchased Software or used separately from the Purchased Software is covered by the warranty and support provisions applicable to Purchased Software. Customer acknowledges that specific terms required by the respective licensor of the Open Source Software may apply to the use of Open Source Software, which terms shall be included in the documentation; however, these terms will not: (a) impose any additional restrictions on Customer's use of the Software, or (b) negate or amend Exasol´s responsibilities with respect to Purchased Software.

2.9   Exasol Appliance. When the applicable Order specifies an Appliance, subject to Customer's compliance with this Agreement (including Customer's timely payment of all applicable Fees), Exasol sells a system consisting of the Software installed on a server cluster including a preconfigured license server („**Appliance**") to the Customer and grants to Customer a non-exclusive, perpetual right under its licence (including the right to grant sub-licences to other members of the Customer Group) to use and operate the Appliance. For the Appliance Exasol uses hardware from the manufacturer Dell. Exasol is a Dell OEM partner and thus an authorized reseller of Dell hardware.

2.10   Evaluation system. If the applicable Order specifies that an Evaluation system is provided then subject to Customer's compliance with this Agreement and Exasol's standard evaluation system terms and conditions (available at **[…]**), which terms and condition are hereby incorporated by reference and made a part of this Agreement, and payment of applicable fees, Exasol grants to Customer the non-exclusive and non-transferable right, limited by time and place, to use the Evaluation system within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for the Software.

3. **LICENSE RESTRICTIONS.** Unless otherwise expressly permitted by Exasol or as permitted by any local law without possibility of contractual waiver, Customer will not and Customer has no right to: (a) copy any Exasol Materials (except as required to run the Software and for reasonable backup purposes); (b) modify, adapt, or create derivative works of any Exasol Materials; (c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any Exasol Materials to any third party; (d) decompile, disassemble or reverse-engineer any Exasol Materials, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Exasol Materials; (e) access or use any

Disabled Materials; (f) provide to any third party the results of any benchmark tests or other evaluation of any Exasol Materials without Exasol´s prior written consent; (g) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any Exasol Materials (including in order to gain access to any Disabled Materials); (h) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from any Exasol Materials; (i) exceed the Licensed Capacity; (j) otherwise access or use any Exasol Materials except as expressly authorized in this Agreement; (k) install any other software in the Cluster other than the licensed Software; or (k) encourage or assist any third party to do any of the foregoing. Customer acknowledges that the Software may be configured to display warnings, reduce available functionality, and/or cease functioning if unauthorized or improper use is detected, including if the Term expires or the Licensed Capacity is reached or exceeded.

4. **USE BY GROUP COMPANIES AND CONSULTANTS**. If the Order so provides, Customer may permit its Group Companies (or such of its Group Companies as are specified in the relevant Order) to access and use the Software, subject to the terms of this Agreement and in particular within the Licensed Capacity and solely for the Customer's Internal Business Purposes. Customer may additionally permit its authorized consultants, contractors, and agents ("**Service Providers**") to access and use the Software solely on Customer's behalf in connection with providing services to Customer, subject to the terms and conditions of this Agreement. Any such access or use by a Group Company or a Service Provider will be subject to the same limitations and restrictions that apply to Customer under this Agreement, and Customer will be liable for any Group Company's or Service Provider's acts or omissions , as if they were the acts or omissions of the Customer. For avoidance of doubt, the aggregate use by Customer and all of its Group Companies and Service Providers must not exceed the Licensed Capacity and nothing in this Section 4 is intended to or will be deemed to increase any Licensed Capacity.

5. **OWNERSHIP.** The Customer acknowledges that Exasol, its suppliers and/or licensors own all worldwide right, title and interest in and to the Exasol Materials, including all related Intellectual Property Rights. Except for the licenses expressly granted to Customer in Section 2, Customer will not acquire or claim any right, title or interest in or to any Exasol Materials or related Intellectual Property Rights, whether by implication, operation of law or otherwise. Notwithstanding anything to the contrary, the Software is licensed, not sold, to Customer and the Customer's only right in or to the Software shall be the right to use the Software in accordance with the terms of this agreement. To the extent that Customer provides any Feedback, Customer grants to Exasol a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use and commercially exploit the Feedback in any manner Exasol deems fit.

6. **FEES.** Customer will pay all license fees set forth in the Order (the "**License Fees**") for the Software delivered to Customer no later than thirty (14) days after the date of Exasol's applicable invoice. Unless otherwise agreed upon in the Order, the License Fees for the Software Subscription ("**Subscription Fees**") are payable in advance at the beginning of the agreed Subscription License Term. For the avoidance of doubt, acceptance is deemed to have occurred upon delivery of the Software to the Customer and the Fees are due and payable to Exasol notwithstanding any failure by the Customer to download such Software. Without

limitation of Exasol's other termination rights, if Customer fails to pay the Fees when due and remains in default for not less than 14 days after being notified in writing to make such payment, then Exasol may terminate this Agreement and all licenses granted hereunder by notice to Customer shall immediately cease. Prices quoted by Exasol are exclusive of any relevant taxes or duties applicable at the time of shipping and/or delivery. If the Customer becomes obliged by applicable local laws to withhold any amount of the License Fees by way of withholding tax, it will promptly pay the withheld amounts to the required tax authority and will deliver to Exasol a valid certificate that it has done so, such that Exasol can recover the withheld amount under applicable double taxation treaties.

7. **DELIVERY**

7.1   Software. The transfer of the Software to Customer will be executed as set forth in the Order or according to a separate agreement of the Parties (exclusive delivery option in case of an Appliance), 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 ("Delivery"). If a license server is supplied, Customer shall pay the amount that has been agreed in the Order in accordance with the payment terms detailed at section 6. The Software is only provided in machine code (binary license), not in source code. The user documentation for the Software is available for download by Customer on the homepage of Exasol in English language.

7.2   Appliance. The delivery date for an Appliance depends on the delivery date of the hardware manufacturer Dell. Exasol will inform Customer as soon as possible about a possible delivery date. Unless otherwise provided for in the Order, the Hardware/Appliance will be shipped at the expense of Customer. In addition, Customer bears the cost of any customs duties, taxes and other governmental charges. The risk will be transferred to the Customer as soon as Hardware/Appliance is handed over to the person in charge of its transportation. Exasol retains ownership of the Hardware/Appliance until full payment of the agreed purchase price.

8. **MAINTENANCE.** If Customer has purchased Maintenance services for a Perpetual Software License as set forth in the Order, then subject to payment of Support Fees in accordance with Exhibit C, Exasol will provide the level of Maintenance included in the Order in accordance with the terms and conditions set forth in Exhibit C, Part 2. The provision of Maintenance for Subscription Software is included in the Subscription Software Fees and subject to Customer's payment of the Subscription Software Fees in accordance with this Agreement, shall be provided pursuant to Exhibit C, Part 2 at no additional cost to the Customer.

9. **PROFESSIONAL SUPPORT SERVICES.** Subject to Customer's payment of applicable fees, Exasol will provide Operations Engineering services and/or Consulting Service, and/or Training Services (if any) set forth in the Order (the "*Professional Services*") in accordance with Exasol's standard professional support services terms and conditions set forth in Exhibit C, Part 3-5.

10. **OBLIGATION TO PROVIDE INFORMATION**: Customer shall communicate on which system Exasuite is to be operated (including – if applicable – Cluster information: number of database nodes (active and standby), hardware specification (RAM, CPU and size of HDDs, RAID) or comparable, specification for AVW-Instances for database nodes and for license server,

network settings (private, public, IPMI), switch specification if applicable), location; Database information (for each database in the Cluster): RAM settings in the Cluster and for each database in the Cluster, database parameters, usage (Prod. / Test/ etc.). As soon as Exasuite is transferred to a system other than the one originally communicated to Exasol, Customer will inform Exasol of the respective changed data. If Customer purchases an Appliance, the obligation pursuant to this Section shall only apply when the Customer transfers the Appliance's Software to another system.

11. **INITIAL SIZING – PERFORMANCE INFLUENCING FACTORS**. Exasol's 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 service or individual consulting at an additional cost (Professional Services).

12. **HARDWARE REQUIREMENTS**. Clusters, 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. If Customer operates the Software on non-certified hardware or in a non-certified IT-environment (in particular public clouds or virtualizations), no warranty will be accepted for any defects or Errors or any Professional Services.

13. **SOFTWARE VERIFICATION AND AUDIT.** At Exasol's request, Customer will furnish Exasol with a certification signed by Customer's authorized representative verifying that the Software is being used in accordance with this Agreement and the applicable Order. Upon at least ten (10) days' prior written notice, Exasol may audit Customer's and/or its Group Companies' use of the Software to ensure compliance with this Agreement and the applicable Order. The Customer shall additionally use all reasonable endeavours to procure for Exasol an equivalent right to audit any Service Providers' use of the Software , to the extent that such use cannot effectively

be audited by auditing the Customer. Any such audits will be conducted during regular business hours at Customer's (or its Service Providers) facilities, will not unreasonably interfere with Customer's (or its Service Providers') business and will comply with Customer's (or its Service Providers') reasonable security procedures. Customer will (and will use reasonable endeavours to ensure that its Service Providers will) provide Exasol with reasonable access to all relevant records and facilities reasonably necessary to conduct the audit. If an audit reveals that Customer (or any Service Provider) has exceeded the Licensed Capacity or the scope of Customer's license grant during the period audited, then Exasol will invoice Customer, and Customer will promptly pay Exasol any underpaid fees based on Exasol's price list in effect at the time the audit is completed. If the excess usage exceeds ten percent (10%) of the Licensed Capacity, then Customer will also pay Exasol's reasonable costs of conducting the audit.

14. **WARRANTY.** Exasol warrants that for a period of thirty (30) days from the Delivery of Purchased Software, the Purchased Software will substantially perform the material functions described in Exasol's user documentation for such Purchased Software, when used in accordance with the user documentation. The sole liability of Exasol (and its Affiliates and suppliers/licensors), and Customer's sole remedy, for any failure of the Purchased Software to conform to the foregoing warranty, is for Exasol to do one of the following (at Exasol's sole discretion): (a) modify, or provide an Enhancement for, the Purchased Software so that it conforms to the foregoing warranty, (b) replace Customer's copy of the Purchased Software with a copy that conforms to the foregoing warranty, or (c) terminate the license with respect to the non-conforming Purchased Software and refund the License Fees paid by Customer for such non-conforming Purchased Software. All warranty claims must be made by written notice to Exasol on or before the expiration of the warranty period. Exasol does not provide any warranty with respect to the hardware of an Appliance. However, Exasol assigns to Customer all claims and rights, if any, due to a limited warranty (for a limited period), if any, that Dell grants to Exasol.

15. **WARRANTY DISCLAIMER.** Except as expressly set forth in section 14 above, the Exasol Materials, Open Source Software, Third Party Content, Maintenance Services and Professional Services are provided "as is". To the full extent permitted by law, all other conditions, warranties or other terms which might have effect between Exasol and the Customer or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care. Without limitation of the generality of the foregoing, Exasol does not warrant that use of the Software will be uninterrupted, error free or secure.

16. **LIMITATION OF LIABILITY**

16.1   Subject to section 16.2, Exasol will not be liable in any circumstances for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential , and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
· damage to, destruction of or loss or loss of use of data;
· lost profits;

- · business interruption or loss of business opportunity;
- · increased costs, loss of management time or loss of anticipated savings; or
- · loss of goodwill or damage to reputation.

16.2 The total liability of Exasol, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement, shall in no circumstances exceed a sum equal to the Fee paid for Perpetual Software License or in respect of Software Subscriptions, the Fees paid by the Customer to Exasol in the twelve (12) months prior to the event (or last in the series of events) giving rise to such liability.

16.3 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) Exasol shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

16.4 The exclusions in section 15 and section 16.1 shall apply to the fullest extent permissable at law, but Exasol does not exclude liability for:
- · death or personal injury caused by the negligence of Exasol Entities;
- · fraud or fraudulent misrepresentation; or
- · any other liability which may not be excluded by applicable law.

16.5 In addition, the Customer, and not Exasol, is solely responsible for the accuracy, quality and security of the Customer's data and for maintaining a backup of all such data, and for ensuring the security and integrity of Customer's (and its service provider's) data, computers, networks and systems (including with respect to protecting against viruses and malware).

17. INDEMNITY

17.1 Subject to section 17.2, Exasol will defend Customer, or at its option, settle any claim or action ("**Claim**") brought against Customer by a third party alleging that the possession or use of the Purchased Software (other than any Open Source Software), in accordance with the terms of this Agreement infringes such third party's Intellectual Property Rights, and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer by a court of competent jurisdiction as a result of or in connection with any such Claim.

17.2 For the avoidance of doubt, section 17.1 shall not apply where the Claim in question is attributable to:
- · use of the Purchased Software in a manner that is not permitted under the Agreement or that is inconsistent with Exasol's applicable user documentation;
- · modifications to the Exasol Materials made by anyone other than Exasol;
- · combination or use of the Software with hardware or software not made by Exasol, or with third-party services, processes or materials where the infringement or misappropriation would not have occurred but for such combination;

- the Customer's continued use of the Purchased Software or other allegedly infringing activity after receiving notice of the alleged infringement;
- Open Source Software which forms part of, is used by or ships with the Purchased Software; or
- use of a version of the Purchased Software that is no longer supported by Exasol.

17.3   If any third party makes a Claim, or notified an intention to make a Claim against the Customer, Exasol's obligations under section 17.1 are conditional on the Customer:

- as soon as reasonably practicable (and in any event within the applicable procedural time limits), giving written notice of the Claim to Exasol, specifying the nature of the Claim in reasonable detail;
- not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Exasol (such consent not to be unreasonably conditioned, withheld or delayed);
- giving Exasol and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Exasol and its professional advisers to examine them and to take copies (at Exasol 's expense) for the purpose of assessing the Claim; and
- taking such action as Exasol may reasonably request to avoid, dispute, compromise or defend the Claim.

17.4   If any Claim is made, or in Exasol's reasonable opinion is likely to be made, against the Customer, Exasol may at its sole option and expense:

- modify the affected Purchased Software so that it ceases to be infringing;
- replace it with software which performs in a substantially similar manner;
- procure for the Customer the right to continue to use the [Purchased Software] (or the affected part thereof) in accordance with the terms of this Agreement; or
- If Exasol determines that neither is reasonably feasible, Exasol may terminate Customer's applicable license by notice in writing and refund the Customer a pro rata refund of the Fees previously paid by Customer, which will be calculated using the remainder of the license term (beginning with the date of Exasol's receipt of notice of the applicable Claim), or if the Purchased Software is a Perpetual Software License, a refund of Fees previously paid by Customer, less straight-line depreciation on a three-year basis from the Delivery of the applicable Software.

17.5   The obligations set forth in this section 17 constitute Customer's sole and exclusive remedy, and Exasol's entire liability, with respect to any Claims that the Purchased Software infringes any third party's Intellectual Property Rights.

17.6   Customer will indemnify Exasol against any Claim brought against Exasol by a third party arising out of or relating to any Excluded Matter or any Customer Extension, and Customer will pay all damages finally awarded against Exasol by a court of competent jurisdiction as a result of such Claim.

18. CONFIDENTIAL INFORMATION

18.1 Confidential Information. "***Confidential Information***" means any technical or business information, ideas, materials, know-how or other subject matter that is disclosed by one party to the other party that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information of Exasol will include the Exasol Materials (including any license keys). Confidential Information also includes any benchmarking or results of a Proof of Concept with Evaluations Software (cf. Sec. 2.3).

18.2 Use and Disclosure Restrictions. The party receiving Confidential Information ("***Recipient***") agrees: (a) to maintain the Confidential Information of the party disclosing such information (the "***Discloser***") in strict confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. Recipient will treat Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, employees and affiliates 'employees (collectively, "***Representatives***"), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other party's Confidential Information as those set forth herein. Recipient's obligations under this Section 18 will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser, except that Customer's obligations under this Section 18 will continue in effect in perpetuity with respect to Exasol Materials.

18.3 Exclusions. The obligations of Recipient under Section 18.1 will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, affiliates, or agents) or any third party subject to any use or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Recipient without access, use or reference to any Confidential Information of Discloser.

18.4 Required Disclosures. The provisions of Section 18.1 will not restrict Recipient from disclosing Discloser's Confidential Information to the extent required by any law or regulation or compelled by a court or administrative agency of competent jurisdiction, provided that, to the

extent permissible under law, Recipient uses reasonable efforts to give Discloser advance notice of such required disclosure in order to enable Discloser to prevent or limit disclosure.

18.5 **Return or Destruction of Confidential Information.** Upon termination of the Agreement or maintenance, Recipient will promptly return to Discloser or, at Discloser's option, destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof and provide written certification of such destruction or return by an authorized person.

19. TERM

19.1 This Agreement will commence upon Exasol's first delivery of the Software and in consideration of the Fees paid by the Customer, Exasol grants the license (as determined in the Order), for the term detailed in the Order and which shall remain in effect until the expiration of the applicable term detailed in the Order or until terminated pursuant to Section 20 (the "*Term*"). For the avoidance of doubt, termination of a license term shall not affect the term of any other licenses or service agreement applicable to other Exasol products and services that Customer has purchased.

19.2 Subject to section 19.4, if the Order indicates a license Term of a specific duration, such license(s) granted to Customer will terminate automatically upon expiration of such Term.

19.3 Evaluation Software / system. Subject to section 20, in respect of Evaluation Software and Evaluation system, if a Term is not specified in the Order, the Term for Evaluation Software is thirty (30) days from the date the license key is delivered and the Term for Evaluation System is thirty (30) days from the day the Evaluation system is placed at Customer's disposal ("**Evaluation Period**"). The Evaluation Period can only be extended by mutual agreement.

19.4 Software Subscription. Following expiry of the Term, the term of the Software Subscription shall automatically renew for an additional Subscription License Term unless written notice of termination is given to the other party 3 months prior to the expiration of the then-current Term.

20. TERMINATION. Either party may terminate this Agreement by written notice to the other party if: (i) the other party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving notice of the breach; or (ii) the other party becomes insolvent, is subject to administration, liquidation or any other insolvency procedure, makes any arrangement with its creditors generally, becomes unable or admits its inability to pay its debts when they fall due, or if any security given by it to a creditor crystallises or becomes enforceable, or any lien or power of sale becomes exercisable by reason of an unpaid debt, or is subject to any procedure, event or circumstance analogous to any of the foregoing in any relevant jurisdiction. In addition, Exasol may immediately terminate this Agreement (in whole or in part, including with respect to any Term) by written notice to Customer (a) if Customer materially breaches Section 3, and (b) as set forth in Section 6. Exasol may also terminate Customer's license to any Evaluation Software at any time with or without cause by notice to Customer. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to return

the license server – if received, cease immediately using the Exasol Materials and to return or destroy all copies of the Exasol Materials and other Exasol Confidential Information in Customer's possession or control, and certify in writing the completion of such return or destruction in accordance with Section 18.5. Upon termination of this Agreement, Exasol will have no obligation to refund any Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all Fees payable under an Order (*i.e.,* no such early termination shall relieve Customer of its obligations to pay all Fees payable under an Order) unless otherwise provided in this Agreement. Termination of Maintenance Terms and Conditions due to Exasol's breach is provided in Section 11.2 of Exhibit C, Part 1. Section 1 (Definitions), Section 5 (Ownership), Section 13 (Software Verification and Audit), Section 15 (Warranty Disclaimer), Section 16 (Limitation of Liability), Section 17 (Indemnity), Section 18 (Confidentiality), Section 20 (Termination) and Sections 21 (Export) through 26 (General) will survive any expiration or termination of this Agreement.

21. **EXPORT.** Customer will comply fully with all relevant export laws and regulations of the European Union, the United Kingdom, the United States and any other country ("*Export Laws*") where Customer uses any of the Exasol Materials. Customer further certifies that Customer will not export, re-export, ship, transfer or otherwise use the Exasol Materials in any country subject to an embargo or other sanction by the European Union or United States, that Customer will not use the Exasol Materials for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

22. **REFERENCE CUSTOMER.** Customer grants Exasol and its Group's companies the right to refer to Customer, and display its logo, in the course of its marketing and promotional activities. Such activities may include, for example, articles in professional media, success stories in online and printed publications, references in discussions with journalists, customers and partners and the visual and content representation on Exasol's website or at public events, such as industry fairs, etc. Exasol agrees to inform Customer of such activities and to coordinate the representation with Customer before publication. Customer may refuse such activities only for good cause.

23. **THIRD PARTY CONTENT DISCLAIMER.** Certain Extensions and other materials available for download on Exasol's user portal are developed and/or provided by third parties ("*Third-Party Content*"). Exasol makes such Third-Party Content available for download on Exasol's user porta as a convenience to its customers, but Exasol neither controls nor endorses, nor is Exasol responsible for, any Third-Party Content, including the accuracy, integrity, quality, legality, usefulness or safety of Third-Party Content. Certain Third-Party Content may, among other things, be inaccurate, non-functional, infringing or dangerous. Nothing in this Agreement or on Exasol user portal will be deemed to be a representation or warranty by Exasol with respect to any Third-Party Content, even if a particular Extension or other item of Third-Party Content is identified as "certified" for use with Software. Exasol has no obligation to monitor Third-Party Content, and Exasol may block or disable access to any Third-Party Content at any time. In addition, the availability of any Third-Party Content through Exasol´s user portal does not imply Exasol's endorsement of, or affiliation with, any provider of such Third-Party Content, nor does such availability create any legal relationship between Customer and any such provider.

Customer's use of Third-Party Content is at Customer's own risk and may be subject to any additional terms, conditions and policies applicable to such Third-Party Content (such as license terms, terms of service or privacy policies of the providers of such Third-Party Content).

24. AUTHORIZED PARTNERS. If Customer acquired the Software through an authorized reseller, partner or OEM of Exasol ("***Authorized Partner***") then, notwithstanding anything to the contrary in this Agreement: (a) Customer's use of the Software is subject to any additional terms in the agreement provided by the Authorized Partner; (b) Customer agrees to pay the Authorized Partner the Fees and other applicable fees, and Customer will have no direct Fee payment obligations to Exasol for such Software; (c) Customer's agreement with the Authorized Partner is between Customer and the Authorized Partner and is not binding on Exasol; and (d) Exasol may terminate this Agreement (including Customer's right to use the Software) if Exasol does not receive payment for Customer's use of the Software from the Authorized Partner or if Customer breaches any term of this Agreement. If Customer's warranty and support terms stated in its agreement with the Authorized Partner are different from those set forth in this Agreement, then such different terms are solely between Customer and the Authorized Partner and Exasol will have no obligations to Customer under this Agreement with respect to such different terms. Except as set forth in the preceding sentence, if there is any conflict or inconsistency between this Agreement and Customer's agreement with Authorized Partner, then this Agreement will control (and will resolve such inconsistency) as between Exasol and Customer.

25. EXASOL USER PORTAL. If Customer gets access to the Exasol user portal, Customer shall observe at all times the correct use and respect the term of use of the portal.

26. CHOICE OF LAW AND DISPUTES.

26.1 This Agreement and any dispute or claim arising out of 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.

26.2 <u>For Customers incorporated in England and Wales:</u> The parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle and 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.

26.3 <u>For Customers incorporated outside of England and Wales:</u> Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this section and for that purpose:
· the number of arbitrators shall be one;
· the seat, or legal place, of arbitration shall be in London; and
· the language to be used in the arbitral proceedings shall be English.

26.4 Sections 26.2 and 26.3 shall not prevent Exasol from seeking injunctive relief to prevent improper or unauthorized use or disclosure of any Exasol Materials in any court of competent jurisdiction.

27. GENERAL

27.1 Purchase Order. Customer's signature under the quote constitutes acceptance of this Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this Agreement, then Exasol expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that Exasol may issue.

27.2 Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by email, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in the applicable Order or to such other address as may be specified by either party to the other party in accordance with this Section. Notice by email shall not be permitted in respect of any notice to terminate this Agreement or for the service of any document in any proceedings or arbitration.

27.3 Assignment. Customer may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise. Exasol may assign this Agreement in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of Exasol's assets to which this Agreement relates. Exasol may also assign its rights to receive payment due as a result of performance of this Agreement to a factoring or debt collection business, bank, trust company, or other financing institution. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. The Customer will not unreasonably withhold, condition or delay its agreement to any novation of this Agreement in connection with any of the circumstances in which Exasol may assign its right under this Agreement.

27.4 Rights and Remedies. Except as otherwise expressly set forth in this Agreement, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.

27.5 Waiver; Severability. The waiver by either party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law

27.6 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless

otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the parties will refer to their permitted successors and assigns.

27.7   Data Collection; Privacy. From time to time, Exasol may collect and process technical and related information about Customer's use of the Software, which may include Internet protocol addresses, hardware identification, operating system, application software and other usage information, and use this information to support and troubleshoot issues, provide updates, invoice and improve Exasol's products or services. Such information will be subject to the Exasol Privacy Policy, available at […], which policy is hereby incorporated by reference and made a part of this Agreement.

27.8   Integration

27.8.1 This Agreement along with any additional terms incorporated herein by reference, including the Order and the Exhibits hereto, constitute the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter.

27.8.2 Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.

27.8.3 If there is any inconsistency between the terms of this Agreement and the terms of an Order, the terms of an Order shall take precedence.

27.8.4 Each party acknowledges that, in entering into this Agreement and the documents referred to in it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

27.9   Variation. Any amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

EXHIBIT A: DEFINITIONS

1. "*Affiliate*," with respect to a party, means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).

2. "*Appliance*" has the meaning set forth in Section 2.9.

3. "*Authorized Partner*" has the meaning set forth in Section 24.

4. "**Certified Hardware and IT environments**" has the meaning set forth in Section 12.

5. "*Claim*" has the meaning set forth in Section 17.

6. "*Clients and Drivers*" are Exaplus and any drivers, e.g ODBC, JDBC, ADO.NET, provided by Exasol.

7. "**Cluster**" one or more dedicated servers on which Exasuite exclusively runs.

8. "*Confidential Information*" has the meaning set forth in Section 18.1.

9. *"Customer Extensions" has the meaning set forth in Section 2.7.*

10. "*Delivery*" has the meaning set forth in Section 7.

11. "*Disabled Materials*" means certain materials (including programs, modules or components, functionality, features, documentation, content or other materials) that may be contained in or provided with the Software as part of the delivery mechanism used by Exasol, but that are disabled or hidden in Customer's setting, because Customer either: (a) does not have the relevant license or license key, or (b) has not paid the applicable Fees, for those materials.

12. "*Documentation*" means the documentation that describes how to use the Software and is provided by Exasol in electronic form in English via Exasol user portal (https://www.exasol.com/portal/display/DOC/).

13. "*Enhancements*" means any updates, upgrades, releases, fixes, enhancements or modifications to the Purchased Software made generally commercially available by Exasol to its support customers under the terms and conditions set forth in Exhibit C.

14. *"Evaluation Period"* has the meaning set forth in Sec. 19.3.

15. *"Evaluation system"* has the meaning set forth in Exasol's standard evaluation system terms and conditions (available at […]).

16. *"Evaluation Software*" means Software that is specified in an Order as provided under an evaluation license or a free trial license.

17. "*Exasol Developer Tool*" means the standard application programming interface or configuration and related materials identified and provided by Exasol for and with the applicable Software to

enable the creation of Extensions or otherwise support interoperability between the Software and Customer's system or environment.

18. "**Exasol Extensions**" means Extensions made available through Exasol user portal that are identified on Exasol user portal as published by Exasol (and not by any third party).

19. "***Exasol Materials***" mean the Software, Software license keys, Exasol Developer Tools, Exasol Extensions and end user documentation relating to the foregoing.

20. "***Exasol user portal***" means Exasol's portal, providing documentation, solution centre, download area, as well as MyExasol area with access to tickets and other customer specific information.

21. "***Exasuite***" consists of the Exasolution® database software and the underlying purpose-built operating system (Exacluster OS).

22. "***Extension***" means any separately downloadable suite, configuration file, add-on, technical add-on, example module, command, function or application that extends the features or functionality of the applicable Software.

23. "***Feedback***" means all suggestions for improvement or enhancement, recommendations, comments, opinions, code, input, ideas, reports, information, know-how or other feedback provided by Customer (whether in oral, electronic or written form) to Exasol in connection with Exasol's Software. Feedback does not include any data, results or output created or generated by Customer using the Software, unless specifically submitted or communicated by Customer to Exasol as part of the Feedback.

24. "***Free Software***" means Software that is specified in an Order as provided to Customer without charge (other than Evaluation Software).

25. "***Group Company***" means, in respect of the Customer, any company or other legal entity which controls, is controlled by or is under common control with the Customer, where "control" has the meaning given to it in s1124 of the Corporation Tax Act 2010.

26. "***Intellectual Property Rights***" means all patent, copyright, trademark, database and trade secret rights and other intellectual property and proprietary rights, whether registered or unregistered.

27. "***Internal Business Purpose***" means Customer's (or, where permitted by the relevant Order, its Group Companies') use for its own internal business operations on Customer's systems, networks and devices with Customer's data (or on or with those of its permitted Group Companies). Such use does not include use by Customer on a service bureau basis or otherwise to provide services to, or process data for, any third party.

28. "***Licensed Capacity***" means the maximum usage of and the specific content of the Software (e.g., aggregate daily volume of data indexed, number of Nodes, amount of features etc.) that is permitted under the type of license included and described in the applicable Order. The available types of license and License Capacity are described in Exhibit B.

29. "***License Fees***" has the meaning set forth in Section 6.

30. "***Maintenance***" has the meaning set forth in in Exhibit C.

31. "***Open Source Software***" means software or similar subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, Common Public License, any derivative of any of the foregoing licenses, or any other license approved as an open source license by the Open Source Initiative or as a free software license by the Free Software Foundation.

32. "***Order***" means Exasol's quote accepted by Customer or Customer's purchase order or other ordering document submitted to Exasol (directly or indirectly through an Authorized Partner) to order Exasol Materials or services, which references the products, services, pricing and other applicable terms set forth in an applicable Exasol quote or ordering document.

33. "***Professional Services"*** has the meaning set forth in Section 9.

34. "***Purchased Software***" means Software that is licensed to Customer and for which Customer has paid a License Fee to Exasol, whether directly or through an Authorized Partner and which for the avoidance of doubt shall include software licensed under a Perpetual Software License or a Software Subscription.

35. "***Service Providers***" has the meaning set forth in Section 4.

36. "***Software***" means the Exasol-proprietary software stack consisting of Exasuite and various clients and drivers (e.g. ODBC, JDBC, ADO.NET), scope of which is listed in an Order and any Enhancements thereto made available to Customer by Exasol.

37. "***Support Fees***" has the meaning set forth in Exhibit C.

38. "***Term***" has the meaning set forth in Section 19.

39. "***Test and Development Software***" means Software that is specified in an Order as provided under a test and development license.

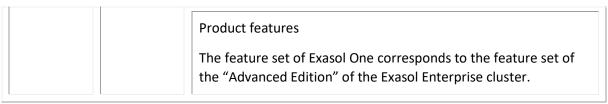40. "***Third-Party Content***" has the meaning set forth in Section 23.

EXHIBIT B: LICENSED CAPACITY

Product	License Type	Licensed Capacity
Exasol Enterprise Cluster	Paid license (or NFR license*)	**Raw data volume (unit TB)** The raw data volume corresponds to the data volume that is comparable to the size the data would have if stored as CSV files. If the licensed capacity is exceeded, no additional data can be imported unless data inside the database is being deleted.
		DB RAM (unit GB/TB) DB RAM specifies the maximum amount of main memory (RAM) the database system can make use of for processing data in memory.
		Edition / product features The Edition (Standard or Advanced) determines the included features. All editions include: • In-memory technology • Column-based storage and compression • Massively parallel processing (MPP) • High user concurrency • Linear scalability • Tuning-free database that self-optimizes • Industry-standard interfaces • Seamless integration into existing analytic environments • High-speed parallel loaders • Flexible deployment models Advanced editions include additionally: • In-database UDF analytics (R, Java, Python, Lua, etc.) • Support for Hadoop-based environments • Next-generation preference analytics • Geospatial analytics • High availability support • Transparent ecosystem integration framework for any data source • Virtual schema and logical data warehouse framework

Exasol Tableau Turbo Enterprise	Paid license (or NFR license*)	**Raw data volume (unit TB)** For details please refer to the corresponding section under Exasol Enterprise Cluster
		Product features The feature set of the Tableau Turbo Enterprise corresponds to the feature set of the "Standard Edition" of the Exasol cluster.
		Usage Tableau Turbo Enterprise license can only be used in conjunction with Tableau and no other front-end BI/data visualization tool.
Free Small Business Edition	Free license	**Raw data volume and number of database nodes** The FSBE is limited to one database node and 1 TB of raw data. For details regarding the definition of raw data please refer to the corresponding section under Exasol Enterprise Cluster
		Edition / product features The Edition (Standard or Advanced) determines the included features. For details regarding the included feature set please refer to the corresponding section under Exasol Enterprise Cluster
Community Edition	Free license	**Raw data volume and number of database nodes** The Community Edition is limited to one database node and 1 TB of raw data. For details regarding the definition of raw data please refer to the corresponding section under Exasol Enterprise Cluster.
		Product features The feature set of the Community Edition corresponds to the feature set of the "Advanced Edition" of the Exasol Enterprise cluster.
Exasol One	Paid license (or NFR license*)	**Raw data volume and number of database nodes** Exasol One is limited to one database node and 1 TB of raw data. For details regarding the definition of raw data please refer to the corresponding section under Exasol Enterprise Cluster

		Product features
		The feature set of Exasol One corresponds to the feature set of the "Advanced Edition" of the Exasol Enterprise cluster.

 * Eligible partners can request NFR licenses as stipulated in the partner contract. A NFR-License is a license to use the Software for customer and/or solution centre demonstration purposes or internal training. It is not permitted to use NFR-Licenses for any other purposes including, without limitation, use or distribution for any other commercial use or in any billable engagements or for evaluation purposes by Alliance Partner's prospects without express prior and written approval by Exasol.

EXHIBIT C: MAINTENANCE AND PROFESSIONAL SUPPORT SERVICES TERMS AND CONDITIONS

Customer agrees that the following terms and conditions ("***Terms and Conditions***") will govern the delivery of Maintenance and Professional Services by Exasol ("***Support Service***") listed on an Order entered into pursuant to the Software License Agreement or a separate Service Only Agreement (the "***Agreement***") to which these Terms and Conditions are attached and made a part thereof. These Terms and Conditions are effective upon receipt and confirmation of acceptance of Customer's purchase order by Exasol or an authorized reseller (the "***Effective Date***").

Part 1 – General Provisions for any Support Service provided by Exasol

1. **DEFINITIONS.** Unless otherwise defined in these Terms and Conditions, capitalized terms has the meanings set forth in the Agreement.

2. **SUPPORT FEES**

2.1 Services. Subject to Customer's timely payment of the applicable annual Support Service fees set forth in the Order (the "***Support Fees***"), Exasol will provide the amount and level of Support Service identified in the Order in accordance with the Support Service descriptions set forth below. Only those Support Service descriptions and terms apply if the provision of the respective Support Service is explicitly agreed upon between the parties according to the Order. For the avoidance of doubt, Support Fees shall not be payable for Maintenance of Software purchased under a Software Subscription and subject to payment of the Subscription Software Fee, Exasol will provide the amount and level of Maintenance identified in the Order in accordance with the descriptions set forth in Part 2.

2.2 Support Fees. Support Fees will be due and payable in accordance with the Order. Exasol will notify (electronically or otherwise) Customer of the then-current annual Support Fee for Customer's level of Support Service in each notice of term renewal. Support Fees are non-refundable once paid. Unless otherwise agreed upon in the Order, Maintenance fees and service fees for operations engineering services are payable in advance at the beginning of the agreed service period. If Customer delays acceptance without cause, the Support Fees (e.g. for operations engineering services or consulting) are due and payable even though the Software/Support Service was not provided. Unless otherwise agreed upon, Prices – in particular for Consulting Services - are to be understood exclusive of travel costs.

3. **SERVICE TIMES.** Exasol's "Service Times" are Mon-Fri 8AM-6PM (Europe/Berlin), except for German national public holidays. From Dec 24th until Dec 31st, the following times apply: Mon-Fri 9AM-12PM (Europe/Berlin). Unless stated otherwise, any action and reaction times, including, without limitation, Response Times, Processing Times and Solution Times only run during the Service Times.

4. **SERVICE ACCESS TO DATABASES.** 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 tables other than the system tables of the database is impossible. Support is 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 Customer. For the fulfilment of Exasol's contractual duties, Customer

grants to Exasol the necessary access rights and will provide corresponding account 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.

5. **SERVICE PRIORIZATION.** Where the Agreement stipulates "Priorities" for certain Support Services, the following classification applies:

- Critical: Business-critical processes are degraded, e.g. processes of high importance or which are time-critical cannot be executed. There is no possibility to work around the problem; normal work is generally not possible.

- Major: Important functions are impaired, e.g. important processes can only be executed by employing complicated work-around solutions; Software operations are substantially degraded.

- Normal: Individual, less important functions are unavailable or important functions can only be started by employing work-around solutions; a problem which only affects an individual module or function which the Customer does not require continuously or for which there is no material need. The System functionality is otherwise unimpaired, or at least not substantially degraded.

- Minor: An Error which does not materially affect the system or its performance. Other issues or queries with respect to the product with low urgency.

6. **SUPPORTED SOFTWARE VERSIONS.** The scope of the Support Services is each major or minor version for two years starting from its introduction by Exasol ("Supported Software Versions"). 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/EXASol+Life+Cycle . Customer is not entitled to demand Maintenance for not Supported Software Version. If Customer requires such additional Maintenance for a not Supported Software Version a separate agreement with Exasol is necessary.

7. **OBLIGATION TO COOPERATE, BACKUPS**

7.1 <u>Authorized Support Contacts.</u> Customer shall appoint – if necessary per Support 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 Part 3, Sec. 4.6, in case Monitoring service was booked), and who is/are able to support Exasol with the Incident processing according to Part 3, Sec. 4.

7.2 Backups. 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.

7.3 Updates. Exasol regularly releases bugfix versions. Customer is obliged to update his installed Software timely.

8. **EXCLUSIONS.** Exasol will have no obligation of any kind to provide Support Service for issues caused by or arising out of any of the following (each, a "***Licensee-Generated Error***"): (i) modifications to the Software not made by Exasol; (ii) use of the Software other than as authorized in the Agreement or as provided in the documentation for the Software; (iii) damage to the machine on which the Software is installed; (iv) Customer's continued failure to use the Software without reference to the documentation; (v) versions of the Software other than the most recent version or the Supported Software Version (as defined in Section 6); (vi) third-party products not expressly supported by Exasol and described in the documentation (e.g. unauthorized installation of software in the Cluster); or (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Exasol and described in the documentation (e.g. operation of the Software on non-certified hardware or in a non-certified IT-environment, in particular public clouds or virtual environments). In case of a limited certification the extent of Maintenance and operations engineering services are determined in Exasol's certification statement. If Exasol determines that support for an issue caused by a Licensee-Generated Error, Exasol will notify Customer as soon as reasonably possible under the circumstances. If Customer agrees that Exasol should provide support for the Licensee-Generated Error via a confirming email, then Exasol will have the right to invoice Customer at Exasol's then-current time and materials rates for any such support provided by Exasol.

9. **LANGUAGE.** Support Service is delivered only in English unless Customer is in a location where Exasol has made localized Support Service available.

10. **CHANGES IN SUPPORT SERVICE AND SOFTWARE.** Subject to Section 6 (Supported Software Versions) Customer acknowledges that Exasol has the right to discontinue the manufacture and development of any Software and the Support Service for any Software, including the distribution of older Software versions, at any time in its sole discretion, provided that Exasol agrees not to discontinue Support Service for the Software during the current annual term of these Terms and Conditions, subject to the termination provisions herein. Exasol reserves the right to alter Support Service from time to time, using reasonable discretion but in no event will such alterations result in (i) diminished support from the level of Support Service set forth

herein; (ii) materially diminished obligations for Exasol; (iii) materially diminished Customer's rights; or (iv) higher Support Fees during the then-current term. Exasol will provide Customer with thirty (30) days' prior written notice (delivered electronically or otherwise) of any permitted material changes to the Support contemplated herein.

11. TERM AND TERMINATION.

11.1 <u>Term.</u> These Terms and Conditions will commence on the Delivery date and, unless terminated earlier in accordance with the terms of the Agreement, for a period of one (1) year (or for term purchased if different than one year) thereafter (the "***Initial Term***"). The agreement will automatically renew for additional one (1)-year terms (or for term purchased if different than one year) (each, a "***Renewal Term***," and the Initial Term, collectively with any and all Renewal Terms, will be referred to as the "***Support Term***"), unless either party provides the other (or if purchased through a reseller, Customer provides reseller) with written notice of its intent not to renew the agreement at least three months prior to the end of the then current Initial Term or Renewal Term. Customer must purchase and/or renew Support Service for all of the licenses for a particular Software product. If the Support Term lapses, Customer may seek to re-activate Support Service by submitting a purchase order that includes fees for the lapsed period plus a reinstatement fee.

11.2 <u>Termination.</u> Either party may terminate this Agreement by written notice to the other party if: (i) the other party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving notice of the breach; or (ii) the other party becomes insolvent, is subject to administration, liquidation or any other insolvency procedure, makes any arrangement with its creditors generally, becomes unable or admits its inability to pay its debts when they fall due, or if any security given by it to a creditor crystallises or becomes enforceable, or any lien or power of sale becomes exercisable by reason of an unpaid debt, or is subject to any procedure, event or circumstance analogous to any of the foregoing in any relevant jurisdiction. If Customer terminates the agreement for Exasol's uncured material breach of the terms set forth here in Exhibit 3, then Exasol will refund any unused prepaid fees to Customer as Customer's sole and exclusive remedy.

11.3 This Agreement shall automatically terminate if the license to which the support services relate, is terminated for any reason.

12. SUBCONTRACTORS. Exasol is entitled to perform Support Services due under the terms of the Agreement by employees of Affiliates or, in case of trainings, by employees of partners. However, in such case, Exasol remains responsible for the performance towards the Customer. If the services will be rendered by other subcontractors (not Affiliates), Customer will be informed beforehand.

13. FORCE MAJEURE. Exasol will not be responsible for any failure or delay in its performance under these Terms and Conditions due to causes beyond its reasonable control, including, but not limited to, labour disputes, strikes, lockouts, shortages of or inability to obtain labour, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

Part 2 – Maintenance

1. SUPPORT LEVELS. Customer's Order will identify one of three levels of Maintenance:

- In the service level "Basic", Exasol grants access to the support community sites, and updates; any requests can only be communicated via the support ticketing system. Access to hotline, ad hoc technical advice, hands on assistance and VPN connection are explicitly excluded.

- In the service level "Standard, the Exasol hotline is an additional way to contact Exasol's support team besides the ticketing system. When required, Exasol assists the customer with implementing workarounds (hands-on and VPN assistance are possible). If VPN is provided on a regular basis, Exasol also retrieves additional information (e.g. log files).

- The service level "Premium 24x7" also includes incident management service 24x7 as to Part 3, Section 4 as well as Performance Service as to Part 3, Section 6. The Performance Service means that Exasol will periodically monitor general performance trends (on a monthly basis) and provide performance analysis upon request during its Service Times; a VPN access and access to statistical system tables are mandatory for this service; Performance analysis can also be booked on a time and materials basis within the scope of a consultancy service.

2. MAINTENANCE SERVICE DESCRIPTION

2.1 <u>General.</u> Maintenance is carried out at the discretion of Exasol and usually by providing software which modifies and/or complements the Software licensed by Exasol. Bugs which occur in the Software are to be categorized by the error priorities as to Part 1, Section 5 above, and then handled according to the appropriate response and processing times as to Section 3 below (response, processing and solution time). 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.

2.2 <u>Customer's Obligation to Assist</u>**.** If Customer recognizes that the Software does not provide the functionality set forth in the documentation, Agreement or Order ("***Error***"), then Customer will inform Exasol by either e-mail or the support portal and will describe the Error in a reproducible manner with the following information: cluster information (a list of all hardware and network components), software version information, log files for the relevant period of time, a reproducible test case, CSV export of system tables, session id if applicable ("***Qualified Error Report***". As reported Errors are assigned to Priorities, Customer will initially select the priority. 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.

2.3 <u>No Error.</u> If the subject of an Error report is not an Error as defined in section 2.2 above and the processing of such requests has not been contractually agreed, then Exasol may invoice Customer for additional work done; however, it will inform Customer about the nature of the work and its being payable additionally before commencing such services. If no Error exists, then the response-, processing and solution times defined below do not apply.

3. RESPONSE, PROCESSING AND SOLUTION TIMES

3.1   Response Time. Depending on the classification of an Error, the following "Response Times" shall
       apply:

		Service level		
		Basic	Standard	Premium 24x7
Error	Critical	within 8 hours	within 4 hours	within 2 hours
	Major	within 16 hours	within 8 hours	within 4 hours
	Normal	within 48 hours	within 24 hours	within 12 hours
	Minor	within 96 hours	within 48 hours	within 24 hours

Within the Response Time, Exasol will receive a confirmation about receipt of his Error report
("**Simple Response**"). Response Time is defined as the time elapsed within the Service Times
between receipt of the Error report by Exasol and the Simple Response from Exasol by
Customer.

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.

3.2   Processing Times. 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 Service Times:
       - Critical: within 4 hours
       - Major: within 8 hours
       - Normal: within 24 hours
       - Minor: within 48 hours

After receipt of the Error report and, if applicable, necessary additional information, 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 ("Error") 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   Solution Times. If necessary, Exasol will coordinate next steps with 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
       Work-Around (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.

3.4   No Running of Times. 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. log files), 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.

4. **SUPPORT FOR EXASOL EXTENSIONS.** Subject to Customer's payment of the applicable annual Support fees, if Customer are a licensee of an Exasol Extension supported by Exasol, Exasol will provide a Response as described in Section 3.1 above. Updates for the Software will be provided when made available. No other sections in these Terms and Conditions apply to Exasol Extensions.

5. **SPECIAL MAINTENANCE TERMS AND CONDITIONS FOR APPLIANCES – HARDWARE SUPPORT SERVICE**

   In case of errors in the Hardware contained in the Appliance, Exasol will coordinate the maintenance work or replacement of defective parts in whole or in part by means of Dell's support organization.

5.1   Error Reports / Response Time. Exasol provides the error reporting system described in Section 1, Basic and Standard Level, additionally for the reporting of Hardware errors. In addition, the Response Time in Sec. 3.1 also applies for hardware errors.

5.2   Dell's service description. For the repair of hardware errors Dell's country specific service description for the selected support level (indicated in the Order) available at http://www.dell.com/learn/us/en/uscorp1/campaigns/global-commercial-service-contracts?c=us&l=en&s=corp&cs=uscorp1 apply. (f.ex. Support-Level „ProSupport Next Business Day" for an UK Customer: Select UK, select Support Service, select ProSupport for Client and Enterprise).

5.3   Term. Unless otherwise provided in the Order, the maintenance contract for the Appliance will be concluded for the fixed term of 36 months, starting from the date of provision of the Appliance and ending automatically after the expiry of the term. The maintenance contract for the switches will be concluded for the fixed term of 33 months, starting from the date of provision of the Appliance. If the manufacturer Dell offers a maintenance renewal after expiry of the term – if so, than probably once for a term of two years – parties can negotiate such a renewal.

Part 3 – Specifications and terms for 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 Performance Service.

1. GENERAL

1.1 Operation Engineers usually do not require a privileged log-in to the databases. If a privileged login is required for conducting some tasks (e.g. a major update), Customer will be informed beforehand.

1.2 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 ("Cluster"). Customer is responsible for the provision and maintenance of a suitable cluster infrastructure and infrastructure outside of the Cluster (e.g. for off-site data back-up, staging server, administration of clients).

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

2. 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 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. Installation service may be done via screen sharing.

3. OPERATIONAL SERVICE

3.1 Scope. Operational Service basically includes scheduled maintenance tasks, except for error correction work, which is part of the Maintenance, 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 / stopping 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)

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.

3.2 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 working days for small to medium tasks (less than 0.5 days effort) and 15 working days for large tasks (more than 0.5 days effort) before the planned service actions.

3.3 Operational Service Times. Operational Service Times correspond to the Service Times. 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. **INCIDENT MANAGEMENT.** Insofar Incident Management is booked, 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.

4.1 Incident. 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.

4.2 Incident Priorities, Response Time and Processing. Incidents are differentiated according to the priorities set out in Part 1, Section 5. According to the Incident priority, the following Incident Response Times shall apply:
- Critical: within 2 hour
- Major: within 4 hours
- Normal: within 12 hours
- Minor: within 24 hours

Within the Incident Response Time, Customer will receive a simple response. The response time is defined as the time elapsed within the Incident Management Times between Customer's incident report and the simple response from Exasol to Customer.

4.3 Processing. 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 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 Customer for the additional work.

4.4   Error. If the reason for the interruption/disturbance is an Error in the Software as set out in Part 2, Section 2.2, 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. 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).

4.5   Incident Management Times. Incident Management Times correspond to the Service Times. If Incident Management Service "24/7" is agreed then the Incident Management Times are nonstop. If no Incident Management is booked or if 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.

4.6   Incident Report. Customer reports Incidents through the Exasol support portal or via e-mail to service@exasol.com. Outside the Incident Management Times, the report must be additionally provided through the hotline. If Monitoring Service is booked for the respective installation and if Exasol therefore receives an automated "Incident Notification", Exasol will begin processing the Incident within the Incident Management Times in accordance with the Incident Priorities.

5. **MONITORING SERVICE.** 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. The booking of the Monitoring Service always requires the booking of the Incident Management Services as well. If recurring disturbances occur 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 (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. Monitoring Times are nonstop. Incident processing is carried out in the context of the agreed Incident Management.

6. **PERFORMANCE SERVICE.** Within the scope of Performance Service Exasol monitors performance trends in the data base and reports them 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 Part 2 section 2.2 and provides 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. 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. Performance Service Times correspond to the Service Times.

Part 4 - Specifications and terms for Consulting Services

1 SCOPE OF SERVICES

1.1 Consulting Service. Within the scope of consulting services, Exasol provides advice and support to Customer according to the subject and extent described in the Order ("Consulting Service"). Such services may, for example, include:
- Sizing & Planning Service
  o Requirements analysis
  o Consultation regarding cluster sizing, setup and integration of Exasol in your environment
- Solution Engineering
  o Consulting during migration or integration projects
  o Optimization of EXASolution-based concepts and tools
  o Individual development, e.g. SQL-based analysis
  o Database scripts, e.g. ETL processes

1.2 No obligation for certain result. If nothing stating otherwise was explicitly agreed upon, Exasol is not required to provide a certain result within the scope of Consulting Service, and does not have any obligation concerning the achievement of any objectives which the Customer may be pursuing.

1.3 Evaluation Consulting Service. In case of Evaluation Software, Customer's Proof of Concept (PoC) will be supported by an Exasol PreSales consultant who will be designated by Exasol before the PoC. After the PoC, Customer and Exasol will hold a final meeting discussing process and results of the PoC and next steps. The aforementioned PreSales consultant will be the exclusive contact person regarding any communication related to the PoC including error reports, support queries, etc. Section 2 and 4 below do not apply with regard to Evaluation Consulting Service.

2 TIME OF SERVICE. 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. If 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.

3 DELIVERY OF THE SERVICE. If the local presence at Customer's premises is not required to provide the Consulting Service, the Service can be provided remotely. Exasol is entitled to utilize qualified subcontractors for the purposes of fulfilling the contract. In case of subcontractors which do not belong to Exasol Group, Customer will be notified in advance.

4 INVOICING. Unless expressly agreed otherwise, the information provided in the Order 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 Order. If Exasol notices during the provision of services that the time estimated in the Order will be presumably exceeded, Customer will be informed. Customer shall than decide without delay on further proceedings and inform Exasol in written form. 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. 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. In addition to the time and material for the service itself, Customer will also bear travel costs and expenses incurred.

5   **WORK RESULTS.** If nothing was otherwise agreed upon, Customer receives a simple, non-exclusive, non-transferable right to use work results. Subject to agreements to the contrary, 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.

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 Customers demand.

Part 5 – Specifications and terms for Trainings

Exasol provides courses and training („**Training**") according to the provisions set forth below.

1   TRAINING CONTENT AND CONDITIONS. Subject, duration and price of Trainings and Training packages are set forth in the Order. 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. Training is held in English language. Any Training material is in English.

2   TRAINING PACKAGE

2.1   <u>Definition.</u> If a Training package was ordered, Customer is entitled to send a defined number of persons (as stated in the Order) during a defined service period (as stated in the Order) to either specific Training modules (as stated in the Agreement or Order) 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.

2.2   <u>Service Period.</u> The service period is stated in the Order. 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. Unless explicitly stated otherwise in the Order, the Training contract is concluded for a definite period (no auto-renewal).

3   LOCATION. Training is typically conducted in Exasol's Training rooms. Exasol reserves the right to change the location, as far as is reasonable for the participants. 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. If Customer does not meet the aforementioned conditions, Training cannot be conducted, however, the cost will be charged. The costs for travelling, overnight stays and other expenses of the course instructor(s) will be invoiced separately, according to the actually incurred expenses as evidenced by respective records and receipts.

4   TRAINING TIMES. 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.

5   REGISTRATION FEE. The amount of the registration fee will be set forth in the Order. Stated prices are non-binding until Exasol confirms them. The registration fee is to be understood as per participant or group. 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   REGISTRATION. Registrations for Training are to be made in writing, by e-mail or via the Internet to Exasol at the following address:
E-mail: training@exasol.com
https://www.exasol.com/portal/display/TRAINING/Planned+Training+Courses

The registration for Training must be made at least 3 weeks before the start of the Training. The registration is only valid if 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.

7   CANCELLATION AND REBOOKING. 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 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.

Exasol reserves the right to cancel a course under reasonable conditions, if the minimum number of 3 participants for a public Training 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.

8   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. Furthermore, the provisions of the Agreement regarding liability apply.

9   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. All training documentation remains the sole property of Exasol. Customer receives the copies and is permitted to use them for its own use only; they are not to be disclosed to third parties and they shall neither be copied, nor processed or distributed without the written consent of Exasol. Exasol reserves all rights.

10 ACCESS TO EXACADEMY. If Customer gets access to Exacademy via the Exasol user portal, the following use terms shall apply:

10.1 The content, videos and other trainings material ("**Content**"), available at the portal "Exacademy", are copyright protected. Customer is entitled to use the access to Exacademy and the available content for the purpose for training its employees.

10.2 Customer and the respective user of Customer's account will not and has no right (i) to copy available Content either in whole or in part, i.a. by filming the content or producing comparable training products etc.; or (ii) to store; or (iii) to edit; or (iv) to transfer; or (v) to publish available Content or make Content otherwise available to third-persons (f.ex. by distribution of the link, leading to the Content etc.).

10.3 In case Content gets available to the public by a misconduct of Customer, Customer has to pay a contractual penalty in the amount of EUR 100.000.

11 DATA PROTECTION

11.1 Exasol is entitled to save and process a participant's data for the sole purpose of fulfilling the contract and caring for the customer relationship in compliance with the German Federal Data Protection Act (BDSG) or (where relevant) other equivalent data privacy laws in the applicable jurisdiction.

11.2 For enhancing the learning content of the training, access to a training database will be provided. Customer is aware and accepts and informs his employees who participate that any operations taken within such database will be recorded (auditing). Such record of data takes place for the sole purpose of enhancing participants` training effect. Such recorded data are available for all training participants and they must not - together with other data in the training database – be copied or exported from the database. Exasol will not further process the aforementioned data.