

CONSULTING SERVICES AGREEMENT

between

EXASOL Europa Vertriebs GmbH

("EXASOL")

Neumeyerstr. 22-26

90411 Nuremberg

and

zzz_test_admin

("XYZ" or "Customer")

Status	Entwurf
Contract No	00015197.1
Valid to	4/6/2016
Contact person	Gunther Schweer
	Sales Manager
	+49 172 8376719
	gunther.schweer@exasol.com

1 Preamble

1.1 EXASOL develops, markets and supports the EXASOL database, a high-performance relational database management system and associated tools and drivers ("Software"). To optimize the application of the Software EXASOL offers additional consulting service to its customers.

1.2 Contract partner description

1.3 Purpose of contract

In view of the aforesaid, the Parties now agree as follows:

2 Consulting Service and Payment

2.1 EXASOL will provide the following Consulting Service to Customer:

Service description

2.2 Special Terms

2.3 Customer shall pay to EXASOL the fees in the amount stated in the Annex/Annexes.

3 General Contract Terms and Conditions

Unless expressly otherwise agreed between the parties, this Agreement shall be governed by EXASOL's General Contract Terms and Conditions (Annex 1).

4 Final Provisions

4.1 Customer shall not assign, sub-license or transfer any rights granted hereunder to any third party without EXASOL's prior written consent.

4.2 Amendments and additions to this Agreement must be made in writing, including amendments to or a waiver of this written form requirement shall be made in writing.

4.3 In the event that one or more provisions of this Agreement should be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be replaced with such legally permissible provision which comes as close as possible to the economic purpose of the invalid or unenforceable provision.

4.4 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without regard to the UN Convention on the International Sale of Goods (CISG). The courts of Nuremberg shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

Date: _____ Date _____

zzz_test_admin

EXASOL Europa Vertriebs GmbH

Signature: _____ Signature: _____

Name: _____ Name: _____

Annex 1. General Contract Terms and Conditions for Consulting Services of EXASOL Europa Vertriebs GmbH

1 Scope of Services

- 1.1 Within the scope of consulting services, EXASOL provides advice and support to the Customer according to the subject and extent described in the service description.
- 1.2 If nothing stating otherwise was explicitly agreed upon, EXASOL is not required to provide a certain result within the scope of consulting, and does not have any obligation concerning the achievement of any objectives which the Customer may be pursuing.
- 1.3 If the local presence at Customer's premises is not required to provide the Consulting Service, the Service can be provided remotely.
- 1.4 EXASOL is entitled to utilize employees of affiliated companies pursuant to §§ 15ff. AktG (German Stock Corporation Act) for the purposes of fulfilling the contract. If the service is provided by any other third party as subcontractor, Customer will be notified in advance.

2 Time of Service

- 2.1 The Customer must make an appointment with EXASOL in order to schedule when the consulting services will be provided. The appointment must be made at least four weeks before the planned service actions. Any changes to the appointment must also be communicated before the previously agreed-upon appointment. If no appointment has been agreed upon, there exists no claim for the provision of the services.
- 2.2 If the Customer does not claim the services at the agreed-upon appointment, the claim for execution of the consulting services expires. In this case, 80% of the agreed-upon price will be charged.

3 Payment Terms

- 3.1 Unless expressly agreed otherwise, prices quoted by EXASOL are to be understood plus VAT and any travel costs and expenses incurred.
- 3.2 One man-day consists of 8 hours on average. Man-days which were provided to a lesser or higher extent of 8 hours, will be invoiced proportionately per hours or minutes.
- 3.3 Unless expressly agreed otherwise, the information provided in the service description about the time required, represents a non-binding time estimate only. Fees will be invoiced according to actual man-days and consulting hours provided at the rates specified in the service description. If EXASOL notices during the provision of services that the time estimated in the service description will be presumably exceeded, Customer will be informed. Customer shall then decide without delay on further proceedings and inform EXASOL in written form.
- 3.4 If it was agreed that payment is due after service provision, EXASOL is entitled to invoice parts of the services after 2 or more man-days have been completed.

4 Obligations to Cooperate

- 4.1 Customer shall appoint a qualified and sufficiently authorized employee, who shall be available to EXASOL during execution of the consulting service and who is authorized to make necessary decisions and initiate measures.
- 4.2 The Customer will make all necessary information, documentation and data – as appropriate, in written form – available to EXASOL. If required, EXASOL shall be given access to the business and operating premises of the Customer.

5 Work Results

- 5.1 If nothing was otherwise agreed upon, the Customer receives a simple, non-exclusive, non-transferable right to use work results.
- 5.2 Subject to agreements to the contrary, the Customer is not entitled to use the work results for non-internal use or, as far as that is not part of the intended use, make them available to third parties.

6 Storage and Return of Documentation

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

7 Limited Warranties, Liability

7.1 EXASOL warrants that the Services provided hereunder will be performed in a professional manner consistent with the quality of EXASOL's performance of services for similarly situated customers and in accordance with generally accepted industry standards. EXASOL makes no guarantees or assurances that the services will achieve Customer's specific goals or provide additional functionality to Customer's Software implementation.

7.2 EXASOL is only liable for compensation and reimbursement for expenses (including, without limitation, lost profits, lost expenses, etc.) irrespective of the legal basis (e.g. pre-contractual, contractual and similar obligations, product liability, violation of duty or tort) to the following extent:

a) Liability based on intent or guarantees given by EXASOL shall be without limitation.

b) In the event of gross negligence, EXASOL shall be liable for typical, and upon the conclusion of the contract foreseeable damage.

c) In case of a breach of cardinal duties (such as default) that endangers the purpose of the contract and which does not constitute gross negligence, EXASOL shall be held liable only for such damage which is typical for this kind of business and was foreseeable upon the execution of this Agreement, but to the maximum amount of 100% of the consulting fees. The aforementioned limited liability shall also apply to the legal benefit of EXASOL's legal representatives and agents.

7.3 EXASOL is entitled to claim contributory negligence of Customer. In particular, Customer has the responsibility for data protection and blocking of malware in accordance with the latest technical standards.

7.4 In case of injuries to life, body and health and for claims under the German Product Liability Act, the statutory provisions shall apply.

8 Confidentiality and Data Protection

8.1 The Parties hereby agree to treat all information, including but not limited to software, documents, presentations, etc. as confidential, of which they became aware or received from the other party prior to the conclusion of or during the term of the contract which are protected by law, or which evidently contain business or company secrets or are marked as confidential, notwithstanding the expiration of the contract, unless such information is publicly known in the absence of a breach of this confidentiality obligation ("Confidential Information"). Parties hereby agree to store and secure all Confidential Information in a manner so as to prevent any misuse by third parties or the parties themselves.

8.2 Parties will make Confidential Information available only to those employees (including employees of their affiliates) who require access to them in the performance of their job-related duties ("need to know"). The receiving party shall instruct these persons regarding the confidentiality of the objects and documents in question and have written agreements in place which ensure the observance of this confidentiality obligation. Access to third parties shall not be permitted except with the express written consent of the disclosing party.

8.3 EXASOL will process Customer's personal data with due consideration of the data protection regulations and only for contractual purposes. EXASOL will protect such data against unauthorized access and pass them on to third parties only with Customer's consent. If EXASOL gets access to personal data during the provision of consulting service, it should be noted, that EXASOL's involved employees have been thoroughly informed about the data protection regulations and they are obliged to observe the rules on data protection according to the data protection regulations.

9 Miscellaneous

EXASOL's General Contract Terms and Conditions of EXASOL shall apply exclusively. Customer's general terms and conditions shall not apply, even if they are attached to requests for an offer, orders, declarations of acceptance, etc., and regardless of whether or not EXASOL expressly objects to them in any individual case.

Stand 5/4/2016