

CONSULTING SERVICES AGREEMENT

between

zzz_test_admin ("XYZ" or "Customer")

and

EXASOL UK Limited

("EXASOL")

Abbey House, Grenville Place

Bracknell RG12 1BP, UK

Status	Entwurf
Contract No	00015197.1
Valid to	4/6/2016
Contact person	Gunther Schweer
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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

2 Consulting Service and Payment

2.1 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 Conditions of Contract

Unless expressly otherwise agreed between the parties, this Agreement shall be governed by EXASOL's General 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 Any modification or deletion of the provisions of this Agreement shall not be enforceable unless such modification or deletion is expressly agreed in writing and signed by both parties. No failure to exercise or enforce any right or remedy hereunder shall be construed or operate as a waiver thereof. No waiver of any breach of any terms or conditions hereof shall be deemed to be a waiver of any further breach of the same or any other provisions of this Agreement.

4.3 No Party shall be liable for any delay or failure in performance of its obligations hereunder if such delay or failure is due to reasons beyond its reasonable control, such as acts of God, natural disasters, force majeure or other similar causes.

4.4 This Agreement shall constitute the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes all prior correspondence, arrangements, and memoranda between the parties.

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

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

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

Date: _____ Date _____

zzz_test_admin

EXASOL UK Limited

Signature: _____ Signature: _____

Name: _____ Name: _____

Annex 1. Terms and Conditions for Consulting Services

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 subsidiaries and holding companies 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 Confidentiality

- 6.1 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.
- 6.2 Parties will make Confidential Information available only to those employees (including employees of their subsidiaries or holding companies) 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.

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 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 7.3 In order to receive warranty remedies, deficiencies in the Services must be reported to EXASOL in writing within ninety (90) days of completion of the services. After such time, any corrective services requested by Customer shall be billed to Customer at EXASOL's standard consulting rates then in effect and subject to scheduling availability of EXASOL personnel. Customer's sole remedy for a breach of the warranty described in Section 7.1 shall be re-performance of the non-conforming services or to receive a refund of the pro rata amount of the fees allocable to such non-conforming services, at EXASOL's option.
- 7.4 EXASOL's maximum liability for any breach of warranty hereunder shall be a refund of the applicable services fees paid under this Agreement. Customer shall, under no circumstances except as specifically set forth in a separate agreement, be entitled to a refund of the license fees paid to EXASOL.
- 7.5 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY THE OTHER PARTY OR SUCH THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR THE CONSULTING SERVICES, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

Stand 3/13/2018