

Software Training Agreement

between

zzz_test_admin

("XYZ" or "Customer")

and

EXASOL Europa Vertriebs GmbH

("EXASOL")

Neumeyerstr. 22-26

90411 Nuremberg

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

1.1 EXASOL offers its customers and partners an extensive training program, to allow for a successful introduction and operation of the EXASOL database. Series of coordinated trainings are aiming at communicating to the users the know-how they need, to be able to optimally work with the EXASOL database. The topics of each training are adjusted to the according user group, e.g. specific topics for database developers, system administrators etc.

1.2 Contract partner description

1.3 Purpose of contract

2 Subject

2.1 Service description

The following trainings are offered / the following training is offered as described

2.2 XYZ shall pay to EXASOL the compensation in the amount stated in the Annexes.

2.3 Special Terms

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 for the Provision of Trainings (Annex 1).

4 Final Provisions

4.1 XYZ 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 unless Customer is a consumer according to § 13 BGB (German Civil Code).

Date: _____ Date _____

zzz_test_admin

EXASOL Europa Vertriebs GmbH

Signature: _____ Signature: _____

Name: _____ Name: _____

Annex 1. General Contract Terms and Conditions of EXASOL Europa Vertriebs GmbH for the Provision of Trainings

1 Training Content, Conditions, Duty to Cooperate

- 1.1 Information on subject, content, duration and price of standard trainings and training packages as well as certifications are available at: <http://www.exasol.com/services/trainings.html> and are respectively defined in the Agreement or its Annexes.
- 1.2 If, in deviation from the standard training offer, customer-specific or special topics shall be covered, the Parties shall agree separately, in advance and in written form on content, duration, number of participants and price. The specification of the individual training program must be completed latest two weeks before the training.
- 1.3 The Customer must appoint a qualified and sufficiently accredited associate, who will support EXASOL in executing the training and who will be a contact person in the preparation of it. This associate must be authorized to take decisions and steps necessary for the provision of the Training.

2 Training Package

- 2.1 If a training package was ordered, Customer is entitled to send a defined number of persons (as stated in the service description) during a defined service period (as stated in the service description) to either specific training modules (as stated in the Agreement or service description) or any training modules offered by EXASOL during the service period (flat rate). Dates for the individual training modules are announced on EXASOL's website. The training participants have to be identified by name at the beginning of the service period. A replacement of one of the aforementioned named participants is only possible if the replaced participant has not yet attended a training module.
- 2.2 The service period is stated in the service description. If during the service period less than three training courses take place for a training module which forms part of the ordered training package, the service period shall automatically extend to the date when the third training course of the respective training module takes place. Unless otherwise explicitly agreed, the service period starts from the signature of the Agreement. If the training contract is concluded for an indefinite period, it can be terminated - however not before the end of a minimum term agreed between the parties - with three months' notice to the end of the month.

3 Location and Time of Training

- 3.1 Trainings are typically conducted in EXASOL's training rooms. EXASOL reserves the right to change the location, as far as reasonable for the participants.
- 3.2 In case of special agreements, in-house-trainings can be conducted at the Customer's premises. In this case, the Customer shall provide suitable rooms and facilities, in particular a separate room with a projection surface for a projector. If a projector is not available, EXASOL must be informed in advance. The costs for travelling, overnight stays and other expenses of the course instructor(s) will be invoiced separately, according to the actually incurred expenses as evidenced by respective records and receipts.
- 3.3 The training durations are at maximum 8 hours per day. Unless otherwise agreed, the courses start at 9 AM and end at 5 PM. Lunch break will be held as agreed upon.

4 Registration Fee

- 4.1 The amount of the registration fee can be found in the price list or will be separately stipulated in writing. Stated prices are non-binding until EXASOL confirms them. The registration fee is to be understood as per participant.
- 4.2 Unless expressly otherwise agreed between the parties, the registration fees are due upon the issuing of the invoice without any deductions. Price information from EXASOL is to be understood plus the respectively valid value added tax (VAT).
- 4.3 The registration fee includes course papers, certification fee, a certification document from EXASOL (if the course is duly passed) and provisions in 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.

5 Registration

5.1 Registrations for trainings are to be made in writing, by e-mail, telefax or via the internet to EXASOL at the following address:
EXASOL Europa Vertriebs GmbH
Neumeyerstr. 22-26
D-90411 Nuremberg
E-mail: training@exasol.com
Telefax: +49 (0) 911 23991-241

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

6 Cancellation and Rebooking

6.1 In case of a cancellation or rebooking of a course, EXASOL must be informed in writing. If a course participant is prevented from attending the training, a substitute person can attend instead. The full registration fee will be charged, even if the participant does not attend the entire course. In case of a cancellation or rebooking by the Customer, the following shall apply:

- until 21 calendar days before the start of the course, no fees will be charged.
- until 14 calendar days before the start of the training a fee in the amount of 50 % of the total registrations fees will be charged.
- less than 14 calendar days before the start of the course, the total amount of the registration fees will be charged. Credit for a course will not be given.

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

7 Liability

7.1 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.

7.2 EXASOL accepts no liability for damages, regardless of the legal reason, which have been caused by its legal representatives, agents or employees, unless it is a matter of their intentional misconduct or gross negligence or damages are based on culpably injury to life, body and health. By cancellation of a course because of the aforementioned reasons, force majeure or other unforeseeable events there is no entitlement for the provision of the training. In such cases, EXASOL will not compensate any costs such as for travelling, overnight stay, work loss as well as indirect damages such as loss of profit or third party claims.

8 Property Rights and Data Protection

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

8.2 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).

9 General Conditions

For the provision of the training services, these General Contract Terms and Conditions for the Provision of Trainings of EXASOL exclusively apply. Customer's general terms and conditions shall not be part of this Agreement, 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 a particular case.

Stand 4/29/2016