

## GENERAL TERMS AND CONDITIONS FOR EXASOL PARTNERS

These General Terms and Conditions for Exasol Partners (“General T&C”) apply to the Exasol Partner Agreement (“Agreement”) executed between Exasol Europa Vertriebs GmbH and Partner that incorporates these General T&C.

### 1. Definitions

- “**Approved Opportunity**” has the meaning as defined in Section 2 of the Agreement.
- “**Authorized Partner**” is Exasol’s standard partner status. Benefits and obligations are listed in Sections 2.1 and 2.3 below.
- “**Confidential Information**”, “**Disclosing Party**” and “**Receiving Party**” has the meaning as defined in Section 8 below.
- “**Digital Content**” has the meaning as defined in Section 4.3 below.
- “**Documentation**” is the user manual for the Software available at the Exasol user portal (<https://www.exasol.com/portal/>) in German and English languages. Other languages may be published by Exasol from time to time or created with Exasol Partner by mutual agreement.
- “**Effective Date**” is the date specified in Section 7 of Annex A. If no such date is specified, Effective Date is the date of the last signature.
- “**Elite Partner**” is Exasol’s premier partner status; as such Elite Partner shall receive not only the benefits of Authorized Partners (Section 2.1 below), but also additional benefits as listed in Section 2.2 below. Additional obligations are listed in Section 2.4 below.
- “**End User**” or “**Customer**” is any person or entity which licenses the Software for operation within its business for internal and/or commercial purposes and who agrees to the terms and conditions of the End User Agreement.
- “**End User Agreement**” has the meaning as defined in Section 10.1 below.
- “**NFR-License**” has the meaning as specified in Section 3 below.
- “**ORF**” has the meaning as set out in Section 2 of the Agreement.
- “**Partner Logo**” has the meaning as defined in Section 4.1 below.
- “**Partner Portal**” is an online gateway accessible via password for accessing Digital Content, information, tools and services for Exasol Partners.
- “**Products**” refer to Software and Services as provided by Exasol at its sole discretion in different commercial forms, e.g. subscription, perpetual, time-limited, cloud-based, time & material, etc.
- “**Quote**” has the meaning as defined in Section 4 of the Agreement.
- “**Services**” consist of services, such as maintenance, operational services, incident support, monitoring, performance service, consulting, pre-sales engineering, training etc., as provided upon request by Exasol and defined in the applicable End User Agreement.
- “**Software**” is understood as Exasol’s current software stack consisting of the Exasol database software, the underlying EXACluster operating system, the client EXAplus and various drivers (e.g. ODBS, JDBC, ADO.NET), in whichever version is currently supported and/or released by Exasol, and provided in object code form, unless otherwise agreed. Exasol may change the components in the

Software stack at its sole discretion. For more information, please see overview at <https://www.Exasol.com/support/browse/SOL-345>).

- **“Term”** has the meaning as set out in Section 11 of the Agreement.

- **“Territory”** means the geographic or market territory specified in the Business Terms in Annex A of the Agreement.

## 2. Benefits and Obligations

### 2.1 Benefits as an Exasol Partner

#### 2.1.1 Marketing

Partner shall:

- be allocated a Partner account manager for all issues in connection with the partnership;
- have access to ongoing marketing support in generating leads, organizing events and to Exasol’s Digital Content which is created and improved on an ongoing basis (refer to Section 4.3 below);
- be entitled to use the Exasol respective Partner Logo (refer to Section 4.1 below).

#### 2.1.2 Partner Portal

Partner shall:

- receive access to sales and technical enablement content, technical architecture best practices and advanced topics as and when made available by Exasol;
- have access to e-learning tutorials (Exacademy) leading to technical and sales certification;
- be displayed on the Exasol website with Partner’s logo and including a mutually agreed partner descriptor;
- be entitled to register opportunities via the ORF (refer to Agreement, Section 2);
- be entitled to install and use NFR-Licenses (refer to Agreement, Section 9 and General T&C, Section 3 below).

#### 2.1.3 Discounted Consulting (refer to Agreement, Section 6)

#### 2.1.4 Training (refer to Agreement, Section 7)

#### 2.1.5 Entitlement to Referral fees and discounted reselling in accordance with the terms and conditions in the Agreement (Refer to Sections 2-5 and these General T&C)

### 2.2 Additional Benefits for Elite Partner

#### 2.2.1 Marketing

Partner shall be entitled to use and display the Exasol “Elite Partner” logo (refer to Section 4.1 below)

#### 2.2.2 Elite Partner Management

Exasol will provide Elite Partner with:

- assistance in defining a business plan with quarterly business reviews (QBR)
- access to a professional sandpit environment to develop visual apps for purposes of End User and Customer demonstrations
- access to the Exasol sales organization for discussing and working on joint opportunities and developing sales strategies
- privileged access to Exasol’s product roadmap & development

- an invitation to join the Partner advisory council
- optional access to Exasol's Marketing Development Fund (refer to Agreement, Annex A, Section 8)

## **2.3 Obligations as an Exasol Partner**

In consideration for the above-mentioned benefits Partner agrees to:

- display the Exasol logo in its authorized format prominently on Partner's website
- use best efforts to work cooperatively and transparently with the Exasol sales team on joint opportunities
- follow strictly the Exasol marketing guidelines in their most current version for any content creation and use of digital communication platforms, such as LinkedIn, Facebook, Twitter etc.
- In no event shall Partner's marketing or sales materials or website disparage Products or compare or position them unfavourably with respect to competing products.

## **2.4 Additional Obligations for Elite Partners**

In addition to Partner's obligations described under Section 2.3 above and in consideration for the additional benefits made available to Elite Partners the latter shall also

- create an annual business plan including a joint-marketing plan with proposed joint events, exhibitions and customer lead generation activities and an up-to-date enablement plan for keeping technical and sales certifications valid;
- work pro-actively with Exasol's Partner and Product Management to define interesting potential solutions or technology stacks for customers, industry segments or specific use cases;
- hold regular reviews with the named Partner account manager on joint opportunities to discuss progress, success criteria and what help is required from Exasol to win new business;
- organize a minimum 1 (one) partner day per annum at which Exasol may present to the partner's internal key stakeholders on the alliance, joint solutions, key wins and expansion opportunities;
- submit at least 1 (one) joint customer case study for external marketing purposes per annum;
- hold QBR meetings with Exasol's partner and/or sales leadership teams on the progress of alliance, joint business & executive sponsorship by the Exasol leadership team
- have a minimal annual Software license turnover (license only; maintenance and other professional services are not included) of EUR 250.000. Turnover includes executed referral opportunities (including joint-sales) and reselling opportunities in the discounted amount received by Exasol from Partner.

## **3. Use of Not for Resale License (NFR-License)**

### **3.1 General**

Subject to the terms and conditions of this Agreement and during the Term Partner may install and use NFR-Licenses (in the volume and configuration specified in the Business Terms (Annex A) on its own or dedicated and controlled IT infrastructure. Notwithstanding the aforesaid and without an express written agreement to the contrary the use of Software is always subject to the applicable End User Agreement (refer to Section 10.1 below), as may be modified by Exasol from time to time. The End User Agreement is available at Exasol user portal or at Exasol's homepage. 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 Partner's prospects without express prior and written approval by Exasol.

### **3.2 Disclaimers, No Warranty**

For clarity, irrespective of any warranty provisions in the End User Agreement, Exasol accepts no warranties, support or indemnity obligations of any kind with respect to Partner's use of the Software in connection with the Agreement.

### **3.3 Return of Software**

Partner shall cease use of and return all copies of the Software to Exasol upon the earlier to occur of expiration or termination of the Agreement or justified written request by Exasol.

## **4. Partner Logo, Intellectual Property Rights, Digital Content**

### **4.1 Use of Partner Logo**

Subject to the terms and conditions of the Agreement, Exasol hereby grants Partner a non-exclusive, non-transferable, non-sub-licensable right to (1) identify itself as an Exasol Authorized or Elite Partner (depending on the specification in the Business Terms in Annex A) and (2) use Exasol's Authorized or Elite Partner Logo (depending on the specification in the Business Terms in Annex A), created by Exasol (referred to as "Partner Logo") and the applicable Software trademarks solely for the purposes foreseen and authorized under the Agreement. The respective Partner Logo shall be available on the Partner Portal.

### **4.2 Intellectual Property Rights**

Exasol or its affiliates own all right, title and interest in and to the Products. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, "Trademarks"). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party's use of such Trademarks will be subject to the reasonable trademark guidelines made available to the other party. Partner shall not remove any Trademarks or other proprietary notices incorporated in, marked on, or affixed to the Products. Partner agrees that it will not register, or attempt to register, any domain name containing the word "Exasol" or any product name of an Exasol product and, if despite the aforesaid, Partner has registered any such domain then Partner herewith undertakes to immediately effect transfer of such domain name to Exasol without charge.

### **4.3 Digital Content**

Exasol creates or from time to time requests third parties to create digital content around a number of topics ("Digital Content"). Exasol grants Partner a non-exclusive, non-transferable and revocable license to use Digital Content and to provide copies in part or in whole and changed within reason to conform to Partner's go-to-market strategy and corporate identity to potential customers. Partner shall not permit anyone other than a potential customer to use or access Digital Content, or display or otherwise make any Exasol-proprietary materials available to anyone without prior written consent from Exasol.

## **5. Term, Termination**

### **5.1 Term (refer to Agreement, Section 11)**

### **5.2 Effect of Termination**

Upon any expiration or termination of the Agreement, (i) each Partner will return or destroy (and upon request certify complete destruction of) the other Partner's Confidential Information, (ii) all licenses and rights granted under the Agreement will cease (for further obligations refer to Section 3.3 above);

(iii) provided termination is not for breach by Partner, Exasol agrees to pay Partner all Partner fees, if any, properly due prior to the date of termination and (iv) Partner shall immediately pay any outstanding amounts due to Exasol under the Agreement or a related quote. Exasol shall have no liability to Partner of any type arising from termination of the Agreement.

## **6. Liability**

### **6.1 General**

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 EUR 5.000.

Exasol is entitled to claim contributory negligence of Partner.

### **6.2 Statutory Provisions**

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

## **7. Indemnification**

Partner shall defend, indemnify and hold harmless Exasol from and against any third-party claims, losses or damages of any type suffered by Exasol in connection with Partner's activities hereunder. Exasol may participate in the defence of any such claims by counsel of its own choosing, at its cost and expense. Partner shall not settle any claim without Exasol's prior written consent if the settlement requires Exasol to take any action, refrain from taking any action, or admit any liability.

## **8. Confidential Information**

Each party (as "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Software, Documentation, technical information and other code or data of any type provided by Exasol (or its agents) shall be deemed trade secret and Confidential Information of Exasol without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. Affiliates of the Receiving Party will not be considered to be a third party according to this Section. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality

obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. In addition, Receiving Party may disclose Confidential Information if so required pursuant to a regulation, law or court order, but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm to the Disclosing Party that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

## **9. Data Protection**

The Parties herewith guarantee that in case of transferring data (i.e. customer data) to the other partner they are authorized to do so according to applicable data protection regulations (e.g. because of received approval by customer to the processing of its data). The Parties undertake to process data received from the other partner in accordance with agreed purpose and applicable data protection regulations.

## **10. Reselling**

### **10.1 General**

In case of an Approved Resale Opportunity (Refer to Agreement, Section 4 und 5) Exasol will submit a Quote to Partner. Such quote lists the Products subject to reselling, special terms, if any, and refers to the End User Agreement. The End User Agreement is a set of terms and conditions which applies for the provision of Products by Exasol and is available on Exasol's homepage ("End User Agreement"). The link to the homepage is indicated in the Quote. The Quote and the End User Agreement apply in the specific contractual relationship between Exasol and Partner with regard to the Approved Opportunity. Subject to compliance with the Agreement (i.e. Section 10.2 below etc.), Partner is entitled to resale the Products listed in the Quote. For the avoidance of doubt, reselling or resales of Products mean, that there is no contractual relationship between Exasol and End User, but between Partner and End User. With regard to Services subject to reselling, Exasol is Partner's subcontractor; however, in general there is no contractual relationship between Exasol and End User.

### **10.2 Enforcement towards End User**

Partner is responsible to enter into an agreement with the End User with regard to the Products. Partner agrees to include in its agreement with the End User the provisions of the End User Agreement. Section 1 of the End User Agreement (General Provisions: i.e. remuneration, payment etc.) has not to be included in the agreement with the End User.

### **10.3 Resale of Services**

Partner may resell Services as defined in the End User Agreement in case of an Approved Opportunity. Partner acknowledges to have no right to receive any fees and/or discounted rates for Exasol Services except as stipulated in Annex A of the Agreement. After the initial term of the Service provision of such Approved Opportunity, Exasol may provide Exasol Services directly to the End User at its own discretion (including renewal of such Services) by contacting End User directly. If Partner provides maintenance or professional support services with regard to the Products to end customers, Exasol and Reseller have to agree on the terms and conditions of such service provision in a separate Service Addendum.

## **11. Miscellaneous**

### **11.1 Assignment**

Except as expressly set forth in the Agreement or permitted under mandatory law, no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party.

### **11.2 Independent Contractors**

Parties to the Agreement are and remain independent contractors. Irrespective of any use of terms such as “partner”, there is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.

### **11.3 Non-Exclusive**

The rights granted to Partner hereunder are non-exclusive and nothing in this Agreement shall be deemed to prohibit Exasol from entering into any alliance, referral, resale, end-user license or other agreement with any party anywhere in the world either during or after the Term of the Agreement.

### **11.4 Audit**

Partner will keep accurate and complete records relating to its activities under the Agreement. At Exasol’s request, Exasol may audit such records and Partner’s use of the Software during normal business hours and subject to Partner’s reasonable security requirements.