

Evaluation System Terms and Conditions (“T&C Evaluation system”) of Exasol

As used in this T&C Evaluation system, “**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 End User License Agreement or, if there is no such entity, you as an individual.

These T&C Evaluation system are part of the End User License Agreement (“Agreement”) available at [...] and are supplementary provisions which only apply in case Exasol provides an Evaluation system to Customer. In case of discrepancies, the T&C Evaluation system shall prevail over the Agreement.

For evaluating the Software via an Evaluation system, Exasol provides two alternative test scenarios, (i) deployment of a Mobile Trial Cluster, which can be set up and operated at customer’s premises, or (ii) access to the Exasol Trial Centre (“ETC”). In both cases Customer may load data into the Evaluation system, use the Software subject to the Agreement and these T&C Evaluation system and run queries for evaluation purposes (“Proof of Concept” or “PoC”).

1. DEFINITIONS

“Evaluation system” is the Software in connection with the Server Cluster as Mobile Trial Cluster (“MTC”) or as Exasol Trial Centre (“ETC”);

“License Server” is the dedicated hardware (server), configured by Exasol, which controls the License and whose function is necessary to administrate the proper use of the Evaluation system, e.g. rebooting, installing updates and upgrades, etc.;

“Server Cluster” means two or more Customer servers including a License Server upon which the Software is installed and which are dedicated solely for the use of the Software;

“License” means the authorised use of the Evaluation system in accordance with the agreed License Capacity;

“MTC” means several servers belonging to Exasol, switched in parallel in a rack, a License Server and installed Software, which is made available to the Customer for evaluation purposes;

“ETC” means the Server Cluster located at Exasol’s premises, which can be accessed by the Customer via the customer portal and a VPN-connection for evaluation purposes;

“Evaluation Period” shall be 30 days starting with placing the Evaluation system at Customer’s disposal unless otherwise provided in the Order;

“PoC” (Proof of Concept) means testing the Software for evaluation purposes.

2. LICENSE GRANTS

2.1 Evaluation system. If the applicable Order specifies that an Evaluation system is provided then subject to Customer's compliance with the Agreement and these T&C Evaluation system, 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 either at Customer's premises (MTC) or via a remote connection (ETC) within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for the Software. If Customer uses the Evaluation system via remote connection (ETC), Customer is responsible for the establishment and security of the remote connection (VPN).

2.2 Performance of the Evaluation. A requirement for smooth and efficient execution of the PoC is the use of standard data formats by the Customer. Customer will be informed about such data formats before the PoC. Unless otherwise agreed between the parties, the data loaded on the hard disks of the Evaluation system will be stored unencrypted.

3. LICENSE RESTRICTIONS

3.1 Restrictions. Customer may not: (i) use Evaluation system for other purposes than evaluation purposes, f. ex. for productive purposes or (ii) lend, rent, lease or otherwise place Evaluation system at the disposal of third parties, or (iii) copy or change, reverse engineer, decompile, integrate into another software programme or otherwise change the Software other than foreseen in the documentation except as permitted by law. Customer shall take all reasonable and adequate precautions against the unauthorised use of the Evaluation system or interference with the Evaluation system by third parties. Customer shall ensure that his employees, representatives, agents, etc., who are authorised to use Evaluation system will strictly observe the T&C Evaluation system.

3.2 **Data used.** Customer is responsible for the legal harmlessness of the data inserted into the evaluation system and may not insert any data violating data protection laws or criminal law.

3.3 **License Server.** Customer acknowledges that (i) he may only use the Evaluation system as MTC in conjunction with a License Server configured by Exasol, (ii) any change or manipulation of License Server will be deemed a violation of Exasol's intellectual property rights, and (iii) without the prior written approval by Exasol he is not entitled to separate License Server from the MTC and use Software without the License Server.

4. ERROR CORRECTION, COMMUNICATION

4.1 Customer's Obligation. Customer shall report any errors in Evaluation system as quickly as possible and, if necessary and possible, support Exasol in correcting the reported error.

4.2 Support. Exasol will correct reported errors in Evaluation system at its discretion within reasonable time. There is no entitlement of Customer for any error correction or maintenance of the Evaluation system. Exasol does not provide maintenance (Section 8 of the Agreement), warranty (Section 14 of the Agreement), or indemnification (Section 17 of the Agreement) with respect to Evaluation system.

4.3 Evaluation Consulting Service. Cf Exhibit C, Part 4 Sec. 1.3 of the Agreement.

5. SHIPMENT OF MTC

Unless otherwise provided in the Agreement or Order, the MTC 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 the Evaluation system is handed over to the person in charge of its transportation.

6. TERM, OBLIGATION AFTER TERMINATION

6.1 Evaluation Period. Cf. Section 19.3 of the Agreement.

6.2 Removal / Deletion. Upon termination of the evaluation, Customer shall be responsible for an orderly removal or deletion of the test data. If Customer fails to remove or delete the data, Exasol will send Customer one reminder. If Customer does not react to the reminder within 5 working days, Exasol will delete the data by a standard deletion software program.