END USER LICENSE AGREEMENT

AWS MARKETPLACE

IMPORTANT: READ THIS END USER LICENSE AGREEMENT ("Agreement") CAREFULLY BEFORE ACCEPTING THIS AGREEMENT BELOW.

This Agreement is by and between Exasol AG, Neumeyerstraße 22-26, 90411 Nuremberg, Germany, ("Exasol") and you, on behalf of yourself and any business entity for whom you are acting (collectively "You" or "Your"). By ordering (the "Order") the Service (as defined in 1.1), You, on behalf of yourself and any business entity for whom You are acting, expressly consent and agree to be legally bound by all of the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, do not accept or use the Service.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT FOR A BUSINESS ENTITY AFFIRMS THAT HE OR SHE HAS BEEN AUTHORIZED BY THE BUSINESS ENTITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON ITS BEHALF.

If You and Exasol have entered into a separate, written agreement for the use of the Service, then the terms of this Agreement shall apply, unless explicitly excluded. This Agreement consists of the terms and conditions set forth below and any attachments, addenda, exhibits, quotes, and order forms referencing this Agreement.

1. SERVICE AND RESTRICTIONS

1.1 Service. The Service is a cloud-based data warehouse automation solution that creates and maintains the data warehouse. The Service stores metadata and connection details to a supported target database. Supported target databases are the Exasol database (version 7.00 and higher) and AWS Redshift. The metadata is used to generate SQL code, which is sent to and executed by the supported target database. The SQL code creates and maintains the data warehouse. The loading processes expect the source data to be present in the target database (the "Service"). As used in this Agreement, Service means the version of the Service used by You at the time of registration. During the Term (as defined below), We will provide You with access and use of the Service for Your internal business purposes. The Service including technical limitations and additional specifications is further described in certain documentation created and maintained by Exasol accessible at https://docs.exasol.com/yotilla/latest/home.htm (the "Documentation"). The Documentation that is current at the time of entering into the Agreement is incorporated into this Agreement by reference.

1.2 Support. Exasol may provide to You certain support, maintenance, hosting, training and other services, as described in the Yotilla Support Policy, available at https://www.exasol.com/terms-and-conditions/. The Yotilla Support Policy that is current at the time of entering into the Agreement is incorporated into this Agreement by reference.

1.3 Authorized Use. If You are a business entity, You may permit Your authorized employees and independent contractors ("User(s)") to access or use the Service for Your internal business purposes only. You are responsible for any access or use of the Service by any User.

1.4 Restrictions. You shall not (and shall not permit any third party to): (a) knowingly or intentionally permit access to or use of the Service by anyone other than Users; (b) copy the Service or any portion thereof; (c) translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code or non-public APIs of the Service; (d) modify, adapt, translate or create a derivative work from the Service; (e) manipulate the data warehouse (including schema, tables, views etc.) in a not documented way; (f) manipulate the data in the schemas which are managed by the Service nor to manipulate the tables, views or loading processes generated by the Service; (g) remove any proprietary notices, labels, or marks on the Service; or (h) assign, sublicense, rent, transfer, publish, make available to third parties on a time-sharing, service bureau, or outsourcing basis or otherwise make available for the benefit of third parties, all or any part of the Service. Exasol shall be entitled to restrict the number of instances.

2. FEES

2.1 Fees and Payment. You shall pay to AWS the fees plus any applicable taxes for access to the Service and access to the AWS Services in accordance with the Order and AWS Terms and Policies. Invoicing and collection of the fees and any applicable taxes by AWS is done on behalf of Exasol. The fees You pay for access to the Service are non-cancelable and non-refundable. In no event will Exasol provide, or be liable for, any refund of the fees You pay for access to the AWS Services. Refunds, if any, regarding the fees You pay for access to AWS services are solely at AWS's discretion. You will provide, and hereby authorize AWS to provide, to Exasol any and all the information required to process an Order, including all information required for calculation of the applicable taxes such as the correct name, location and identification number for tax purposes. You waive any right to modify the fees during the Term of this Agreement. Exasol reserves the right to change the fees at the end of the Term.

2.2 Taxes. Fees are exclusive of any tariffs, duties, or taxes imposed or levied by any government or governmental agency, including any sales, use, goods and services, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction ("Taxes"). You are responsible for paying all Taxes associated with your purchase of the Service under this Agreement. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Agreement, You shall pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. TERM; TERMINATION

3.1 Term. This Agreement and Your access to the Service will become effective as of the date of the applicable Order and shall continue in effect thereafter in accordance with the applicable Order ("Term"), unless terminated earlier by either party or AWS under this Section 3.

3.2. Termination by You. You may terminate or decide to not renew this Agreement at any time without notice, however not before the end of a fixed term or the end of a minimum term in accordance

with the applicable Order. Only if You terminate for a material breach by Exasol (after giving Exasol at least thirty (30) days prior written notice and an opportunity to cure such breach during such notice period), will You be entitled to receive a refund from Exasol of the applicable unused fees pre-paid by You for access to the Service (but not fees paid for access to the AWS Services). You accept that such refund is the sole and exclusive remedy for any breach by Exasol or its Affiliates of this Agreement.

3.3.   Suspension and Termination by Exasol. Exasol may suspend or terminate Your right to use the Service (in whole or in part) at any time upon written notice if Exasol determines that (a) You or a User's use of the Service (i) poses a security risk to the Service, the AWS Services, or any third party, (ii) may adversely impact the Service, the AWS Services, or any third party, (iii) may subject Exasol, our Affiliates, our licensors, or any third party to liability, or (iv) may be fraudulent; (b) You are, or any User is, in breach of this Agreement, including AWS Terms and Policies; or (c) You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or You become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. In addition to the foregoing rights, Exasol may suspend or terminate this Agreement for convenience at any time upon written notice, however, not before the end of a fixed term or the end of a minimum term. You shall cease use of the Service identified in such notice(s) during any period of suspension, or upon termination of this Agreement or other termination of Your right to use such Service. In no event will Exasol provide, or be liable for, any refund of fees paid by You for access to the AWS Services.

3.4.   Suspension and Termination by AWS. You acknowledge that the AWS Terms and Policies include rights in AWS to suspend and terminate Your AWS account, which will suspend or terminate Your access to, and use of, the Service. In such event, Exasol will not provide, or be liable for, any refund, including fees pre-paid by You for access to the Service.

3.5.   Effect of Termination or Non-Renewal. Upon any expiration, non-renewal or termination of this Agreement, (a) all rights granted to You will terminate and You will have no longer access to the Service; (b) all fees are non-refundable, and (c) You remain liable to pay Us all applicable outstanding fees due as of the date of non-renewal or termination. After expiration, non-renewal or termination of this Agreement, We will completely delete Your Content ("Your Content" as defined in Section 5.2 below) and all instances and metadata.

4. USE OF SERVICE

4.1 User ID and Login Security. Each User must have a single unique User ID and Login password ("User Credentials"). You are responsible for maintaining the confidentiality of Your User Credentials and are fully responsible for all activities that occur from use of such User Credentials, which includes restricting access by any User who is no longer authorized access to the Service. You must immediately notify Us of any unauthorized use of such User Credentials or any other breach of security pertaining to Your access to the Service.

4.2 Third-Party Integration. The Service may integrate certain third-party software. Your use of such integrations shall comply with all applicable law, regulation, and third-party rights. You agree to comply with any terms and conditions applicable to your use of third-party integrations. You may not rent, lease,

lend, redistribute, sublicense, copy, decompile, disassemble, reverse engineer, attempt to derive the source code of, decrypt, modify, or create derivative works of any integrations.

4.3 Updated Services. Exasol may change and update the Service, provided that such updates will not materially decrease the overall functionality of the Service. The Yotilla Support Policy, Acceptable Use Policy may be updated from time to time upon reasonable notice to You (which may be provided through the Service) to reflect process improvements or changing practices, but any such modifications will not materially diminish Exasol's obligations. If any Exasol update materially increases Your obligations and was not made to enable the parties' compliance with their respective obligations under this Agreement, then upon Your written objection, the previous version of such policy will govern through the end of Your then-current Term, and thereafter, any renewal will be governed by the then-current policy.

4.4 Your Responsibilities. You shall comply with the AWS Terms and Policies and You are responsible for such compliance by Your Users. You are responsible for configuration, and secure operation of, as well as secure connectivity to, the Service and AWS. You are responsible for population, maintenance, security, protection, and loss prevention of Your Content. You are responsible for backups of the target database. If a backup is restored in the supported target database, You must ensure that the Service finds the expected structures (schemas, tables, views etc.) and data in the supported target database. You acknowledge that in case a disruption of the Service may require importing a backup of the target system, these backups are performed during the AWS maintenance schedule (https://docs.aws.amazon.com/AmazonRDS/latest/AuroraUserGuide/USER_UpgradeDBInstance.Maintenance.html#Concepts.DBMaintenance) for the selected region of the Service instance and that the retention period for daily backups is 7 calendar days. You acknowledge that backups are specific to the version of the Service, meaning that with a new version of the Service, only the backups made with that version of the Service are eligible to be restored. You shall ensure that Your Content is free of all viruses and comparable elements which could harm the Service used on the AWS Services. You shall ensure to collect, maintain and handle all Your Content in compliance with all applicable data privacy and protection laws, rules and regulations. Notwithstanding any assistance or consulting that Exasol may provide with respect to the AWS Services, Exasol is not responsible for any aspect of the AWS Services, including its availability, reliability, security, and privacy. You are responsible for monitoring Your access to, and use of, the Service on AWS Services, including payment of all fees and/or taxes related to such access and use. You agree that Exasol is permitted to request, and You hereby consent to Exasol receiving information from AWS related to Your use of the Service for auditing purposes.

5. PROPRIETARY AND OWNERSHIP RIGHTS; DATA RIGHTS; DATA PRIVACY

5.1 Ownership. The Service is the sole and exclusive property of Exasol, including all improvements, modifications, and enhancements to the Service, and all copyright, trademark, patent, trade secret, Software, and other intellectual property and proprietary rights inherent therein or belonging thereto. This Agreement does not constitute a sale of the Service and no title or proprietary rights to the Service are transferred to You under this Agreement. Exasol is the exclusive owner of all rights in any copy, translation, modification, adaptation, or derivation of the Service, including any improvement or developments thereof suggested by You.

5.2 Your Content. You warrant that You are the owner of, or have obtained applicable permission to have and use, all the data and content that You enter or upload using the Service (collectively, "Your Content"). You are responsible for entering or uploading all of Your Content in a format consistent with the Documentation (or as otherwise specified by Us). Errors in loading Your Content into the Service due to defective media, defective code, erroneous data, or failure to meet format requirements may cause Your Content to be rejected by the Service and We have no responsibility for any related impact on Your ability to access or use the Service. You acknowledge that Exasol is not responsible for and does not give any assurances to You or any other entity or person regarding the accuracy, quality, integrity, legality, reliability, appropriateness, validity, value, usefulness, or copyright of Your Content, You are alone responsible for it.

5.3 Usage Data. We collect statistical data, trends, and usage information from use of the Service by You, including through the use of the services of third parties providing analytics services for additional technical feedback ("Usage Data"). We use the Usage Data only to develop, improve, support, and operate Our products and services during and after the term of this Agreement and We are the sole and exclusive owner of any collected Usage Data. We will not share any Usage Data except in an aggregated, anonymized manner.

5.4 Data Privacy. From time to time, We may collect and process technical and related information regarding Your use of the Service, which may include Internet protocol addresses, hardware identification, operating system, application software and other usage information, and use this information to support and troubleshoot issues, provide updates, invoice and improve Our products or services. To the extent that such information may constitute personal data it will be subject to the Exasol Privacy Policy, available at https://www.exasol.com/terms-and-conditions/.

5.5 Feedback. You may provide suggestions, comments, bug and test reports and other feedback ("Feedback") to Us. Feedback will not, absent a separate written agreement, create any confidentiality obligation for Us. You acknowledge that We will be free to use, disclose, reproduce, or otherwise distribute Feedback without obligation or restriction of any kind on account of intellectual property rights or otherwise.

6. DATA PROCESSING; ACCEPTABLE USE

6.1 Processing of Your Content. You shall not use the Service in any manner that violates the rights of any third party. You hereby grant Exasol and its subcontractors a royalty free, irrevocable, non-exclusive, worldwide right to store, transmit, reproduce, distribute, display, and make available Your Content to You in whole or in part solely to the extent necessary to provide the Service, to prevent or address Your service or technical problems under this Agreement, or as may be required by law. Exasol shall not use Your Content in any other manner except as expressed described in this Agreement (and any related data processing addendum, if applicable).

6.2 Control of Your Content. You acknowledge and agree that You are the controller of Your Content, including any personally identifiable information therein, and Exasol is the processor of Your Content. You acknowledge that Exasol specifically disclaims that it is a "data controller" and agree that Exasol is not

acting as a "data controller" of any of Your Content under any data protection laws in which such definition of "data controller" or similar capacity may be found.

6.3 Location of Data Processing. Your Content is hosted and data processing is done in the country you have chosen for your specific instance of the Service.

6.4 Acceptable Use. You shall use the Service only for lawful purposes and in conformance with this Agreement. You are solely responsible for compliance with all applicable laws, including all applicable export, import, and data protection laws and regulations relating to Your Content. Your use of this Service is also governed by Our Acceptable Use Policy ("AUP") available at https://www.exasol.com/terms-and-conditions/. The AUP that is current at the time of entering into the Agreement is incorporated into this Agreement by reference.

7. INDEMNIFICATION

7.1 Exasol Indemnity. Exasol shall defend or settle at Our expense any third party claim brought against You alleging that the Service, when used as authorized under this Agreement, infringes such third party's copyright, patent or trademark and We shall indemnify and hold You harmless from and against any damages and costs awarded against You or agreed in settlement by Exasol (including reasonable attorneys' fees) resulting from such claim, provided that You immediately notify Us of such claim, allow Us to control the defense, litigation or settlement of such claim, and cooperate with Us in the investigation, defense, and/or settlement of such claim. If any infringement claim with respect to Your access to, or use of, the Service may be or has been asserted, Exasol shall, at its option and expense, (a) procure the right to continue accessing and using the Service, (b) replace or modify the Service to eliminate the infringement while providing functionally equivalent performance, or (c) if neither of (a) and (b) are reasonably feasible, terminate this Agreement and provide a pro-rata refund of any prepaid fees for the remaining then-current Term. Exasol has no indemnity obligation to You to the extent any infringement or misappropriation claim results from (i) a correction or modification to the Service not provided by or on behalf of Exasol, (ii) materials provided by You in connection with requested customizations or modifications of the Service, (iii) Your Content, or (iv) use, combination, or incorporation of the Service with products or services not provided by Exasol. You acknowledge that the indemnification in this section states Your exclusive remedy and Exasol's sole liability in connection with any claim of infringement.

7.2 Your Indemnity. You shall defend Us from and against any claim by a third party arising from or related to any of Your Content or any product or service offered by You in connection with or related to the Service and shall indemnify and hold harmless Exasol from an against any damages and costs awarded against Exasol or agreed in settlement by You (including reasonable attorneys' fees) resulting from such claim.

8. LIMITED WARRANTY

We warrant the Service will operate in substantial conformity with the applicable Documentation, if used in accordance with the Documentation and provided that You, as of the date of warranty claim, are in compliance with all terms of this Agreement ("Limited Warranty"). We will use commercially reasonable

efforts to correct a reported non-conformity, at no charge to You, or if We determine that remedy to be impracticable, either party may terminate this Agreement and Exasol will refund any fees for prepaid but unused Service. The preceding sentence is Your sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply: (a) unless You make a claim within 30 days of the date on which You first noticed the non-conformity, or (b) when the non-conformity was caused by misuse, unauthorized modifications, or third-party hardware, software, or services. The foregoing warranty also does not apply to any free use of the Service. The Limited Warranty does not apply to problems arising out of or relating to (a) Service or transporting media that is modified or damaged by Customer; (b) use of the Service other than as specified in the Documentation, including in or with, any technology or service not approved in the Documentation or by Exasol in writing; (c) Your negligence or misuse of the Service, including but not limited to breach of Section 1.4 (Restrictions); (d) Your failure to promptly install all of Exasol's maintenance releases; (e) operation of Your or a third party's system or network; (f) any Third Party Components, beta software, software that Exasol makes available for testing or demonstration purposes, temporary software modules or software for which Exasol does not receive a license fee; (g) Your breach of the Agreement; or (h) any other circumstances or causes outside of the reasonable control of Exasol, such as abnormal physical or electrical stress.

9. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SERVICE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. THE LIMITED WARRANTY CONTAINED IN THIS AGREEMENT IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THOSE CONCERNING MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EXASOL DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OR ALL ERRORS OR REPORTED NON-CONFORMITIES IN THE SERVICE WILL BE CORRECTED. EXASOL SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO ANY THIRD PARTIES WITH WHOM YOU SEPARATELY CONTRACT. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. LIMITATION OF LIABILITY AND EXCLUSION

10.1 Limitation of Liability and Cap.

In case the laws of England and Wales or the laws of Georgia/US apply:

EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT

LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SOME STATES AND JURISDICTIONS, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), EACH PARTY AND ITS AFFILIATES' ENTIRE LIABILITY TO THE OTHER PARTY OR ITS AFFILIATES (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID (OR WITH RESPECT TO CLAIMS FOR FEES DUE, PAYABLE) BY YOU TO EXASOL UNDER THIS AGREEMENT ATTRIBUTABLE TO THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

In case German law applies:

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. 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 Agreement 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 the Agreement, but to the maximum amount of 50 % of the yearly subscription fee per claim and 100 % of the yearly subscription fee for all claims from and in connection with the Agreement overall.

In case Swiss law applies:

Exasol is only liable for compensation to the following extent: a) The liability for direct and immediate damages arising from or in connection with this EULA or the improper performance of the Agreement is limited in total to the remuneration paid by You. b) All Your claims for compensation for damage that have not occurred to the subject matter of the Agreement itself, such as compensation for loss of production, loss of use, loss of business or customers, loss of profit, loss of goodwill or of a business matter, claims of third parties or compensation for indirect and consequential damage, irrespective of the legal grounds (contractual, or non-contractual) on which such damage is based, are waived and excluded, insofar as mandatory provisions under product liability law do not conflict with this. c) This limitation and exclusion of liability shall not apply in the event of gross negligence or intent on the part of Exasol. Therefore, any liability for damages caused by slight or medium negligence is hereby excluded. Exasol is entitled to claim Your contributory and self-inflicted negligence. In particular, You have has the responsibility to backup data taking into account the value and relevance of the data for Your business and the responsibility for blocking of malware in accordance with the latest technical standards. In case of injuries to life, body and health, of claims pursuant to Swiss tort law and of claims of any other mandatory legal provisions (i.a. possible mandatory claims under the German Product Liability Act), the statutory provisions shall apply without restrictions.

10.2 Failure of Essential Purpose. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. MISCELLANEOUS

11.1 Relationship of the Parties. The relationship between You and Exasol remains at all times non-exclusive, and nothing in this Agreement creates a joint venture, partnership, or agency relationship between the parties. No person or entity not a party to this Agreement has any right of action hereunder.

11.2 Assignment. This Agreement and access to the Service shall not be resold, assigned, or otherwise transferred by You to another person or entity without Our written consent, which consent shall not be unreasonably withheld.

11.3 Waivers. No failure by either party to enforce a provision of this Agreement, and no waiver by either party of its rights under any provision thereof, will be deemed a waiver of subsequent breaches.

11.4 Force Majeure. If a party cannot comply with this Agreement because of an event beyond its reasonable control (except for a failure to pay fees), then its performance under this Agreement (to the extent affected) will be suspended while the event occurs. In addition, Exasol shall not be liable for failure to perform hereunder due to the inability of You, Exasol, or any other person to connect to the Internet, or any other failure or unavailability of the Service or Internet connectivity due to fiber optic cable cuts, interruption or failure of digital transmission links, hacker attacks, acts of God or nature, government actions, war or civil disturbance, pandemic, or any other cause beyond Our control or exercise of Our rights under this Agreement.

11.5 Governing Law and Jurisdiction. This Agreement is governed by the laws of:

The Federal Republic of Germany shall apply without regard to the UN Convention on the International Sale of Goods (CISG) and the place of performance and legal venue for any dispute in connection with Agreement is Nuremberg, Germany, if Customer is located in Europe (Germany, Austria, Nordics, France, Spain, Italy, Benelux etc.) except for the UK and Switzerland; or if Customer is located in the Commonwealth of Independent States (Azerbaijan, Armenia, Belarus, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Uzbekistan, and Ukraine, together the "CIS Region");

Switzerland shall apply without regard to the UN Convention on the International Sale of Goods (CISG) and the place of performance and legal venue for any dispute in connection with this Agreement is Zurich 1, if Customer is located in Switzerland;

England and Wales shall apply without regard to the UN Convention on the International Sale of Goods (CISG) and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter, if Customer is located in the UK, Middle East or Africa; or

The State of Georgia/US, excluding the conflicts-of-laws principles thereof shall apply and the federal courts located in and/or having jurisdiction over the City of Atlanta, Georgia, County of Fulton, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation, if Customer is located in the United States of America or the rest of the world (Asia, Australia, Canada, South-and Central America) except for Europe (including UK), the CIS Region, Middle East, and Africa.. All matters arising out of or relating to the Agreement shall be governed

by and construed in accordance with the German law without giving effect to any choice or conflict of law provision or rule of any jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Agreement and the licenses granted hereunder shall be instituted in the courts of Nuremberg, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive any claim that such court is an inconvenient forum.

11.6 Severability. If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, such provision will be severable from the remaining Agreement, which will continue in full force and effect.

11.7 Government Use. The Service is provided in accordance with the US regulations FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Exasol to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

11.8 Injunctive Relief. You acknowledge that the Service comprises unique, confidential, and valuable assets and trade secrets of Exasol, and We have the right to obtain all equitable and legal redress that may be available for the breach or threatened breach of this Agreement or Our rights in the Service, including injunctive relief.

11.9 Priority. In the absence of a separate, written agreement, this Agreement controls over any additional or conflicting terms contained in an order form for the Service, or any terms and conditions submitted by You, and such additional or conflicting terms are expressly rejected unless they have been specifically accepted and agreed to in writing by Exasol.

11.10 Entire Agreement; Renewal Terms; Amendments. This Agreement and any terms located at a URL referenced herein, including the Yotilla Support Policy, the Exasol Privacy Policy, and the AUP, as well as any AWS Terms and Policies and any purchase confirmation, constitute the entire agreement between the parties respecting Your use of the Service, and supersede any prior written or oral agreements between the parties. Any variation in the terms and conditions of this Agreement, in any document not signed by You and Exasol, will be of no force or effect. Upon renewal of an Order, the complete Agreement consists of the version of the End User Agreement on the applicable Exasol listing page on the date of renewal; the Order-specific terms in effect on the date of renewal; the Documentation; the most recently published terms, conditions, restrictions, and policies regarding the Services in effect on the date of renewal; and the AWS Terms and Policies as applied to You ("**Renewal Terms**"). You accept the Renewal Terms by renewing Your Order.

11.11 Notice. Notices under this Agreement, other than termination, may be provided either by physical mail to Exasol at Neumeyerstrasse 22-26, 90411 Nuremberg, Germany, electronic mail to

service@exasol.com or to You at the e-mail address you have provided to Exasol or to such other address either party may, from time to time, provide to the other party in accordance with this notice provision.

11.12 Construction. The headings in this Agreement are for reference only and will not be used in interpreting this Agreement. Use of the words "includes" or "including" will be interpreted to be exemplary and followed by "but not limited to".

11.13 Survival. All provisions that should survive, including Sections 2 (to the extent fees are due and owing or accrued but not yet paid), 5, 7, 9, 9, 10, 11 and 12 survive the expiration or termination of this Agreement.

12. DEFINITIONS.

Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in Exhibit A.

Exhibit A – Definitions

"**Affiliate**" with respect to any Person, means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or under common control with such Person. For purposes of this definition, "control" means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through ownership, of greater than fifty percent (50%) of the voting securities, by contract or otherwise.

"**AWS Marketplace**" means the marketplace operated by Amazon Web Services, Inc. located at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

"**AWS Services**" refers to the cloud computing platform hosting service provided by AWS to You pursuant to a separate agreement between You and AWS.

"**AWS Terms and Policies**" refers to all the terms, condition, restrictions, and policies applicable to You resulting from the Order and from Your subscription to, and use of, AWS Services, including the AWS customer agreement, acceptable use policy, site terms, content terms, and service terms.

"**Internal business purpose**" means Your use for its own internal business operations on Your systems, networks and devices with Your data. Such use does not include use by You on a service bureau basis or otherwise to provide services to, or process data for, any third party.

"**Order**" refers to the AWS ordering documentation (including a registration webpage), pursuant to which You obtain limited access to the Service and includes all terms, conditions, and restrictions (including limitations of time, resources, and utilization) described on Exasol's listing page for the Service. In addition, part of the Order is also the product description (any license restrictions including details about the licensed capacity etc.) and information about the Term.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**User**" refers to any individual or entity that accesses or uses the Service through Your AWS account.